THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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SC Court of Appeals

Appeal from Charleston County
Court of Common Pleas

The Hon. Jennifer B. McCoy, Circuit Court Judge
The Hon. Tamara C. Curry, Probate Court Judge

Case No. 2017-CP-10-5198
Appellate Case No.: 2018-01680

Elizabeth Murray as Personal Representative of the Estate of Minnie H. Murray and Elizabeth Stylesetters,..... Appellants,

v.

The Estate of William H. Murray,..... Respondent.

RECORD ON APPEAL – VOLUMN II

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registered mail?
A. I wanted to make sure he got it.
Q. Who told you to send it registered mail?
A. I wanted to send it registered mail.
Q. Why?
A. Well, I wanted to make sure that he got it.
Q. Had you talked to him on the telephone?
A. Did I talk to you on the phone?
MR. KEFALOS: I'm sorry?
BY MR. HOOD:
Q. He can't answer your questions. Just tell me what you remember. He doesn't want to be a witness in this case I don't think.
A. I don't remember if I talked to George or not.
Q. Okay. Well, it's certainly registered mail and it's to him at his correct address here in Charleston.
A. Um-hum.
Q. And did you ever disclose to him that you were not a medical doctor as we in America think of a medical doctor?
A. I never discussed it one way or the

other.
Q. Okay.
A. It didn't come up.
Q. Well, how about with Joel Sexton, did you tell him you were not a medical doctor?
A. I told him that I was a medical doctor -- I am a medical doctor, I am not licensed, that's the only difference.
Q. Did you tell him that?
A. You're a lawyer but you don't have -- if you didn't have your bar in New York, then you're not a lawyer in New York but you're still a lawyer.
Q. That's not the same at all. I'm a licensed practicing lawyer. You've never been a licensed practicing physician.
A. No.
Q. There's a big difference.
A. Right.
Q. All right. Now, did you ever tell Dr. Sexton you were a medical doctor?
A. No, sir, I told him that I was a -- that I had studied medicine and that I had a doctorate in medicine, which I do, but I did not say --

Q. But did you bolster yourself to Dr. Sexton so they would do an autopsy?
A. I did not.
Q. Did the family do anything to frustrate, delay or compound the problems of getting an autopsy done?
A. I have no idea, I only know it was delayed.
Q. Do you know how much the estate spent for your autopsy to get done?
A. No, sir, I do not.
Q. Just on lawyers, do you know how much they spent?
A. No, I do not.
Q. Does it matter to you?
A. No, sir, it does not.
Q. Well, your good friends Liz and Pam are going to get less money because of it.
A. Well, sir, it's not my business, I have to do what I feel is right. I have an oath in medicine and I follow my oath.
Q. Okay. Looking at Flavin 13 through 15, this is William Murray. This is the medical one. Is this the original initial of Mr. Murray on each page or the first two pages?

A. I did not witness -- these were already on there when I saw it. I didn't witness those.
Q. Thank you.
A. I only witnessed the end.
Q. Okay, let me look back at it.
A. Thank you, sir.
Q. Okay, so -- and how about this William E. Murray, did you see him sign that?
A. Yes, sir, I did.
MR. BAKER: That's on Page 3 let the record show.
MR. KEFALOS: Yeah, Flavin 15.
MR. HOOD: I'll go back and do all that.
BY MR. HOOD:
Q. Why is that in black ink and your signature is in blue ink if it was done at the same time?
A. Well, Mr. Murray had a different pen.
Q. Okay. He arrived with a pen?
A. Yeah, he had a pen on him. He usually had a pen on him. But he signed with his own -- he signed with his own and I signed with my blue pen.
Q. That's not a stamped signature?
A. No.

Q. That's not a signature by anyone other than Mr. Murray?
A. No. No, because I was surprised that it went up. That's good. In psychology, if the signature is signed when it goes a little bit up on the end, that's usually a positive, that they're positive, and if it goes down, they're usually negative. That's from psychology.
Q. Are you a handwriting expert now?
A. I'm not purporting to be a handwriting expert, I'm only telling you I did five years of psychology and that was one of the courses that we had in psychology.
Q. In five years of psychology did you learn enough to apply to Liz and conclude that she's crazy as a loon?
A. I think that is a statement that should not be said, sir, because you don't have a medical license or the qualifications to make such a statement.
Q. Okay. Well, what she said about her father and what she's done in this litigation, do you agree with it?
A. I am not familiar with all that she has done in this litigation, sir.

Q. Do you think she ought to inherit a penny from her father given what she's done?
A. I don't feel I have a right to judge that, sir.
Q. You're going to leave that to me?
A. Yes, sir.
Q. Why did Mr. Murray put his initials on each of these pages before he had this document read to him by you?
A. I don't know, sir.
Q. Did Liz make him do it?
A. I have no idea. She wasn't there.
Q. Did Liz do it for him?
A. She wasn't there.
Q. But when you first saw the document, you already told me this and you read it, these initials were already there on Page 1 and 2 of this document?
A. I believe they were.
Q. That's Exhibit --
A. That's going back -- this is going back some time. I believe they were on there but I don't recall 100 percent. I do know that he did sign it and I did witness it and he had one pen and I had another pen.

Q. We're talking about Flavin 13 and 14 about the initials?
A. Um-hum. Yeah.
Q. Correct?
A. Yeah.
Q. All right. Then we go to 15 and we've got your signature with MD after it again.
A. Yeah.
Q. And you're not an MD?
A. I'm Dr.Med.Univ.
Q. But you're not an MD practicing medicine in America?
A. I am a doctor of medicine not practicing in America.
Q. Do you have a right to walk into a pharmacy and write out a prescription and they fill it out?
A. No. I will in two weeks.
Q. In February the 10th, '06, did you have that right?
A. No, I did not.
Q. So in February the 10th, '06, did you have the right to hold yourself out as a doctor of medicine?
A. Yes, I did, sir. Not as a licensed

doctor but as a doctor of medicine.
Q. And did Bill understand that?
A. He certainly did.
Q. Okay. And who's the witness above your signature?
A. Elizabeth.
Q. Did you see her sign that?
A. Hum-um. No. I only saw him sign it.
Q. Okay. So when Elizabeth signed it, with what pen she signed it you do not know?
A. No.
Q. And whether that's actually her signature or not, because you didn't see her sign it, you did not know?
A. No. Bill said it was.
Q. Bill said it was?
A. Bill said it was.
Q. So she had already signed it before you signed it?
A. I believe so but I don't -- I don't recall but I believe so.
Q. So the document that you read had Bill's initials on the first two pages and the last page had already been witnessed by Liz when you read it to Mr. Murray?

A. Yeah. I guess -- I guess so.
Q. That's your best recollection?
A. That's my best recollection.
Q. As you sit here under oath today telling the truth?
A. Exactly, sir. That's my best recollection.
Q. Do you still have the pen you signed that with?
A. No, sir.
Q. Did Mr. Murray leave the pen he signed it with?
A. No, sir.
Q. Had you ever seen his signature before this?
A. Yes, sir.
Q. Is there anything unusual looking about his signature on this occasion?
A. Only that it is a little bit weaker from the Parkinson's.
Q. Okay. And what part of Flavin 15 his signature is weaker to you?
A. Only the ascending part of the W on the William.
Q. The ascending. What do you mean by

that?
A. As the W is going up it's a little shaky.
Q. Well, both lines of the W are on the printed line, aren't they?
A. Yes.
Q. So I don't see anything.
A. I saw him -- I saw him sign it. I saw him sign it.
Q. What makes you say it's shaky?
A. Well, because I had seen his signature before 20 years ago and it was a stronger signature and I'm sure if you look at the signature from 20 years ago, you'll see that it was a little bit stronger but it's the same signature, it's just a little bit weaker.
Q. Was Liz standing there?
A. No.
Q. Insisting on him signing this?
A. No, sir. No, not at all.
Q. That didn't happen?
A. Absolutely not.
Q. All right. And where is the pen that Mr. Murray used to sign this document, Flavin 15?
A. I don't have the foggiest idea. I

don't think there's any way I could know.
Q. He didn't leave it at your house, you didn't keep it?
A. Not that I recall.
Q. Okay. And you don't have it today?
A. No.
Q. And Liz doesn't have it today?
A. I have no idea what Liz has.
Q. Well, I'm asking you to your knowledge does Liz have it?
A. To my knowledge I have no idea. I cannot -- I have no idea. I don't know.
Q. Who was the care provider with Mr. Murray that day?
A. Sonny.
Q. Does he have it to your knowledge?
A. I have no idea.
Q. So as far as you know the pen that Mr. Murray used to sign Flavin 15, we're not going to ever see it, we don't know where it is?
A. Well, I don't know where it is.
Q. Okay.
A. So I don't know if anybody else does. Hmmm.
Q. Does Elizabeth have anything connected

with this event at your house on February 10, '06?
A. I don't know.
Q. A piece of paper, a draft, a copy, computer, a disc, anything?
A. I have no idea. I don't know what she has.
Q. A J-drive?
A. I don't know what she has.
Q. I don't know if J-drives were around in '06.
A. I don't know what a J-drive is.
Q. That's that pink thing you got with your CV on it.
A. Oh, okay.
Q. You're not too familiar with computers yourself?
A. No, we've got another name for it.
Q. Jump drive?
A. No, actually I call it --
MR. KEFALOS: Flash drive.
BY MR. HOOD:
Q. Flash drive.
A. Or USB stick.
Q. Okay. Either one of those in Pam's possession of the events that day, these documents?

A. I have no idea what they have in possession whatsoever.
Q. Does she sit at your computer and plug in a little card like you've got your CV on, that pretty little pink thing?
A. I was not in the office when Liz was in the office. I have no idea what she had.
Q. Did you hear the computer running?
A. I had it turned on to the Internet.
Q. You heard it being operated?
A. Yep.
Q. I mean, you can hear just like you can hear the Stenographer right now?
A. Right. Right.
Q. And Liz was doing something on the computer?
A. Right. But I was in the living room with Bill with these documents.
Q. And did you hear the printer print something?
A. No, sir.
Q. Did the printer have paper in it?
A. I have no idea. I usually had paper in it but I have no idea.
Q. Did she print anything?

A. Nope. Not to my knowledge.
Q. Was anything faxed to your house during this event?
A. No, sir.
Q. Did anyone bring, deliver or take anything from your house during this event?
A. Bill brought his briefcase and he brought the papers with him in the briefcase.
Q. What color was his briefcase?
A. I think it was black.
Q. What kind of briefcase?
A. A small one but I don't recall.
Q. So it's not like a file size briefcase?
A. It's not big, no, it wasn't big.
Q. It was black. Did it have his initials on the front of it?
A. Oh, I don't remember, sir.
Q. You didn't give him the briefcase, obviously?
A. Huh-uh, wasn't from me.
Q. What else did he have in the briefcase?
A. He had -- I don't know what else he had. He just pulled these two papers out.
Q. Okay. So he pulled the papers out. You're the only two people in the room together?

A. Right.
Q. Anything intimate transpire between the two of you during this time?
A. No. He told me he was concerned about his healthcare. We discussed his health, we discussed the Parkinson's and he asked me if I would witness this.
Q. And that was --
A. I didn't question why because Bill was for me a person who was a thousand times more knowledgeable about law, legal things and everything else, and when he asked me to witness this, he knew he could trust me and I knew that I could trust him.
Q. All right. Moving on. Did Liz ever give you approval in writing to give either of these documents to Mr. Kefalos?
A. Not that I recall.
Q. Did she ever give you anything in writing about anything connected with anything in this lawsuit?
A. Not that I recall.
Q. Okay. Now we go to the Daddy document, which starts on Flavin 16, correct?
A. I don't have a number on here, sir.

Q. Okay. Well, it's not disputed, it's Flavin 16 through 22, okay?
A. Um-hum.
Q. Okay?
A. Yes, sir.
Q. And this is the original of those pages, is that correct?
A. Let me look at them, sir.
Q. Looks like it's got an attachment to a spreadsheet which I'll now hand you what's been represented to me to be the originals.
A. Thank you.
Q. Take your time, look through them and verify that they are to you originals.
A. Um-hum.
Q. Do you understand?
A. Yes, sir, of course. I felt that this was between Bill and Liz and that when Bill asked me to witness this, I didn't question why.
Q. Well, the first document he initialed each page.
A. Uh-huh.
Q. Before you read it to him.
A. Oh, I see what you're saying. No, no, they were --

Q. Why aren't these initialed?
A. I don't -- I don't know. Unfortunately, Bill's not here to answer that.
Q. Could these pages have been slipped in by Liz and we're dealing with only the last page, would have a signature on Page 22?
A. No, there wasn't any way because I had them and she didn't and I never gave them out of my hands to her to keep or to remove from the room at all. Not at all.
Q. Okay. But as you look at these documents today, is there anything on them that tells you these are the original documents?
A. There's nothing that says they aren't.
Q. And there's nothing that says they are.
A. Well, those are the ones that I sent and if those are the ones that I sent to George, and they are, then those are the original documents.
Q. You know that because you were the custodian of them?
A. Yes, sir.
Q. And they were in his medical file at your office?
A. Yes. Yes. And Bill asked me to keep

them for safekeeping.
Q. And they were under neurology?
A. Yes.
Q. And being the lawyer he was, he didn't want to initial each page?
A. I have no idea why he didn't initial each page.
Q. Nor do I, that's why I question it because his habit was to initial pages, wasn't it?
A. Well, I can't --
Q. So no one could question it was him?
A. I don't know his habits, sir, I can only tell you that was the original copy I received. I put it in safekeeping and no one else had access to it.
Q. Did he use the same pen to sign this document that he used for the other one?
A. I don't recall which pen he used, sir. I didn't pay attention to which pen he was using, I was just there as a witness.
Q. Do you have or does anyone to your knowledge have the pen that he signed this document with, which would be Page 22?
A. Not -- I have no idea if anyone has that pen.

Q. Okay. And do you have the pen you signed this document with?
A. No, I'm sure I don't.
Q. And did you do it before he signed his name, did you witness it before or after?
A. No, I witnessed it after he signed.
Q. And again, you put the date there?
A. Yes.
Q. And you used a blue pen?
A. Yes.
Q. Now, did Liz sign it before or after you?
A. She signed it before.
Q. And did she use -- what color pen did she use?
A. I don't know. Looks like black.
Q. Okay. And what kind of pen did Mr. Murray use, was it a fountain pen, ballpoint pen?
A. I don't remember.
Q. And what is he -- is anything unusual about his signature as you look at it on the original?
A. Only that he underlined it.
Q. That's different from the other

signature, isn't it?
A. That's the same signature with an underline on it. It's the same signature but in one it's a little bit weaker and the other it's a little bit stronger.
Q. Which one's the weaker?
A. Let me see those two. Show me the second one too.
Q. Okay. So we got Flavin 22, comparing it with Flavin 15.
A. Okay.
Q. Oh, here it is. Okay, now you have the two originals in front of you?
A. Thank you. Right. Yes.
Q. Okay. That looks like two different signatures to me. Now, I'm like you, I'm a layman.
A. Hmmm.
Q. What's the difference?
A. Well, one he had a thinner pen, the other one he had a thicker pen.
Q. Which one's the thicker pen?
A. The thicker pen is on --
Q. 22?
A. 22, okay.
Q. Okay. What else?

A. On the other one it's a thinner pen.
Q. Okay. So a thinner pen on 15, thicker pen on 22?
A. Right.
Q. What else?
A. That's about it.
Q. No, it's not.
A. It's a little shakier in one than the other.
Q. Go to the W for William.
A. Yeah. I'm not a signature expert, sir.
Q. But you went there before, now go there with 22. It's different than 15, isn't it?
A. Not much.
Q. It's a big difference. You don't see that?
A. I don't see it as a drastic difference but I witnessed both of these and he signed them when I was there so... Maybe because he shifted positions. Huh.
Q. So why there's a difference between those signatures you don't know?
A. No, I don't know.
Q. But he sure missed the line on 22, didn't he, with the W, right? Use words. I'm

correct? He missed the line?
MR. BAKER: Well, show it to her again, Bobby.
MR. HOOD: Sure. It's right there.
THE WITNESS: Show me where he missed the line. Yeah, he didn't put a line underneath it.
BY MR. HOOD:
Q. No, the pretyped line that you --
A. Oh, he did put a line under both of them. That's interesting. But he went up on both of them also so there's --
Q. Okay. And going up means what to you?
A. It ascends at the end.
Q. Huh?
A. It goes up at the end, goes a little bit angled upward.
Q. His signature does?
A. Right.
Q. And one's got a straight line under it and one's got a wavy line under it, 22 is wavy, isn't it?
A. Right.
Q. What's written down underneath his signature on 22?

A. Looks like agreed and an initial.
Q. Have you ever explained that to anyone before today?
A. Nope. I don't know why that was on there.
Q. Did you see him put it on there?
A. Nope.
Q. And do you know whether Elizabeth added it later?
A. Nope.
Q. But at the time he signed William E. Murray and underlined his signature, that was not there, correct?
A. Yeah.
Q. I am correct?
A. Yes, you are.
MR. KEFALOS: What was not there?
MR. HOOD: Let's move on.
MR. BAKER: Bobby, you may correct -- I think I know what you're talking about but what was not there?
BY MR. HOOD:
Q. Yeah, agreed and then his initials, correct?
A. It was -- that was on there.

Q. What?
A. That was on there.
Q. Wait a minute now. You just told me it wasn't on there.
A. No, I mean I'm saying that it was on there when he signed it.
Q. Well, who put it on there?
A. I guess he did.
Q. You just told me that William E. Murray was signed and nothing was under his signature --
A. No.
Q. -- when you saw him sign it. Now, is that not right?
A. No. No. No. No. I meant the other signature. I meant the line under it that is the straight line.
Q. The record was very clear what you're saying.
A. Yes, I know, and I meant the line under it, not the words but the line.
Q. Now, you're here to tell the truth, you understand that?
A. Yes. And see there, there's a line under his signature.
Q. I'm very familiar with the line. I see

it.
A. And here is the line under signature. Wasn't that referring to what was written under there? I was only referring to the line.
Q. You're not changing your testimony?
A. No, I'm not changing my testimony, I'm telling you that the straight line that he had signed under his signature is in both of them but one's crooked and one isn't.
Q. As to agreed, WEM?
A. Right. That was on there.
Q. When was that on there?
A. That was on there before he gave it to me. Must have been because I didn't see him put that on there.
Q. Did you see him write it on there?
A. No.
Q. Did you see him write William E. Murray and underline it?
A. Yes, I did.
Q. So whether agreed, William E. Murray, was written on there, do you know?
A. No.
Q. And whether it was on there or not when Liz witnessed it, do you know?

A. No, I don't.
Q. And whether it was on there when you witnessed it, you don't know or you do know?
A. Agreed was on there when I witnessed it but agreed was not on there -- I mean agreed was on there when I witnessed it.
Q. Okay. Who wrote it on there then?
A. I -- I have no idea but I'm assuming Bill did because his initials are behind it.
Q. But you didn't see him write it?
A. Hum-um.
Q. I'm correct?
A. Yes.
Q. So agreed, WEM --
A. Um-hum.
Q. -- is written on this piece of paper. When and who wrote it, you do not know?
A. No.
Q. I'm correct?
A. That's correct.
Q. What you saw and what you know and what you've told me is that William E. Murray with a line under it was signed prior to you witnessing it, correct?
A. The agreed was signed under but I don't

recall -- I don't recall whether it was on there before or after but he asked me to read it and witness it. Hmm.
Q. You've told me now four times that you witnessed his signature. Is that still correct?
A. Yes. Yes.
Q. Now, at the time you witnessed his signature, did he write below his signature agreed, WEM?
A. No, it was before. Must have been before.
Q. It was before he signed it?
A. No, no, no, it was before I witnessed it.
Q. And did you see him write it?
A. Agreed?
Q. Yes.
A. No. Didn't see him write agreed.
Q. So when it was written on there you do not know?
A. No.
Q. But you're saying it was on there when you witnessed it?
A. Yeah.
Q. Did Liz come in the room and write

anything on here before he finished?
A. No. She didn't have anything to do with that afterwards because he told me to put it away.
Q. Well, when did she put her name on it as a witness?
A. She did it before.
Q. Oh, before you witnessed it?
A. Before I witnessed it.
Q. Did he have any idea what he was signing?
A. Well, I read it to him and he read it.
Q. Did he have any idea what he was signing?
A. I would assume he did since he was mentally clear.
Q. And he was on the proper medication at the proper time?
A. Yeah, because Sonny was giving him his meds. Sonny was very good with him and always made sure that he was treated at the right time.
Q. And Sonny will verify what you just said?
A. Yes.
Q. Why don't we stop and let you have

lunch.
A. Okay.
(A recess transpired.)
BY MR. HOOD:
Q. Okay, on February the 10th, '06, what did you do that day?
A. I don't remember all the details except that I was always -- whenever I had anybody over for dinner, I was always cleaning things up, cleaning, dicing, slicing and cooking.
Q. What did you serve for supper?
A. I don't remember. It was probably lamb because I often -- Bill liked lamb, I love lamb, so I either did lamb and for -- actually for Thanksgiving I think I did goose.
Q. This wasn't Thanksgiving now.
A. No, no, but for the 10th it was probably lamb.
Q. Okay. What time did he arrive?
A. Well, he arrived a little after 4:00, might have been 4:30, quarter of 5:00.
Q. And what time did he leave?
A. He didn't leave until after dinner.
Q. Which was?
A. I don't know, must have been around

4:00 or 5:00, 6:00, maybe 7:00 or 8:00.
Q. Okay. And so he left at -- it would have been dark in wintertime?
A. Um-hum. Yeah.
Q. And what had you done prior to all day long, had you had any communications with anyone else that day?
A. I am sure I had communication all day with patients and people and et cetera, et cetera, because I was always on the computer. I was always on the computer.
Q. Did anyone come to your house and visit?
A. Um-um. Not that I recall, no. No.
Q. And did anyone come to your house while Bill was there from 4:00 to say 6:00 or 7:00?
A. No, just Sonny was there and Liz was in the other room.
Q. And Liz, did she arrive with him?
A. Yes, she drove, I guess.
Q. What time of the day during the 4:00 to 6:00 or 7:00 did you read the two documents to Bill?
A. Well, shortly after he arrived.
Q. So around -- before dark?

A. Yeah, before dark.
Q. So he arrived, you all went into a room by yourselves. Which room was it?
A. We were in the living room.
Q. And where were the other people?
A. Sonny was in the kitchen probably having a glass of wine if I know Sonny and Liz was on the computer. Bill said he wanted to talk to me alone.
Q. And the computer was where?
A. It was in another room off of the dining room. So it wasn't within the ear distance, it wasn't anywhere in the living room.
Q. How large is the house?
A. Well, it had a separate dining room, separate living room, separate office off of the dining room, small entranceway, medium-sized kitchen and then two bedrooms upstairs, a bathroom upstairs, a bathroom downstairs. A typical cottage house in Greenwich.
Q. And no one else visited you that day?
A. No, sir.
Q. Or that night?
A. Hum-um. Hum-um.
Q. The letter that you wrote to

Mr. Kefalos, did you show that letter to Liz before it was sent?
A. No.
Q. Did she draft the letter?
A. No.
Q. Did you have any conversations with anyone before you sent that letter February 23, '09 to Mr. Kefalos?
A. I don't believe so. I don't believe so. I don't remember talking to him.
Q. You refer to moving your office. Did you tell me about that earlier?
A. In relationship to what, sir?
Q. In this letter to Mr. Kefalos you say, I recently uncovered this file while cleaning out my office to move to another office.
A. Um-hum.
Q. Okay. Tell me about that.
A. Well, because I was -- I was getting everything organized to move to Clapboard Ridge Road, another house, I had a mold issue, horrible mold issue, and I wanted the landlord to take care of the mold issue. And I ended up on Channel 12 news and ended up with Blumenthal on the news to protect people from mold, et cetera, in their

houses.
Q. Did you bring a lawsuit over that?
A. No. Probably should have but I had the health department in and the health inspectors in and everything else.
Q. So when was the move?
A. The move was in 2000 -- I finally moved in 2010. I can't remember the date. I moved on the 13th of March in 2010 to my new place but I was trying to get things organized in advance because of my office and I was trying to get things out of my office.
Q. Well, that doesn't make sense. That's a year before you moved.
A. Yeah, I know, but I was trying to get a lot of things organized and get them out of the way. I was cleaning. I wasn't moving then, I was cleaning essentially. Had to do with a television program that I was on, they wanted everything cleaned and they wanted to film in my living room so that was Christian Broadcasting Network. I don't remember exactly when that was but I know that was one of the reasons I was cleaning.
Q. Well, I'm trying to make sense out of your sentence here. You're cleaning out your

office to move to another office?
A. Right. Right.
Q. Nothing about TV or moving or anything else.
A. No. What's the date on there?
Q. 2/23/09.
A. Okay.
Q. A year before you moved.
A. Yeah. I was -- thought I was moving earlier but I didn't move.
Q. Okay. So in February of '09 you were where?
A. February '09 I was still in Greenwich at 24 Midway Drive.
Q. And that was your only address and your place of employment?
A. Yeah. Yeah.
Q. And then when did you move to your next place?
A. Well, I got an extension. I was planning to move and that's where I was getting things organized but then I got an extension to stay there until I found another place because I hadn't found a place yet.
Q. And when you found the other place,

where was it?
A. That was on 181 Clapboard Ridge Road, Greenwich.
Q. In Greenwich. And you moved there at what time, what date?
A. 13th of March in the middle of a storm. I have photos of the trees falling on the porch in the backyard.
Q. Did you think it was strange that you'd never met Liz prior to February of '06?
A. No. I never met Pam either, I never met Catherine either, I never met any of the family. Bill was just -- I don't know why, wasn't around, wasn't the circumstances.
Q. Did anyone think Mr. Murray's treatment in South Carolina was inadequate?
A. Bill did.
Q. What made you think he wanted a more sophisticated Parkinson's treatment?
A. Because he told me he did. He said he wanted to have another opinion and he wanted to see what else was available. I told him about some of the electrode implants and some of the other things that were involved in newer Parkinson's treatment.
Q. Did anyone -- any medical person

suggest that his treatment had been unsophisticated?
A. In the medical community? No, colleagues don't usually criticize other people's -- other colleagues' work.
Q. Why did you go with Mr. Murray to Dr. Flavin's office?
A. Fahn.
Q. Fahn's office, thank you.
A. Because he wanted me to go with him and because I had spoken with Dr. Fahn in advance to ask him if he could go ahead and take a look at him and to look at to see if he could do a reevaluation on him and so he asked me to go with him.
Q. Did Helen say anything at that appointment?
A. Helen wasn't at the first appointment.
Q. Was she at the second appointment?
A. Yes, she was.
Q. Did she say anything to make you feel that she was not supportive of his treatment?
A. No, not to me.
Q. Did she ever indicate she was unsupportive of his treatment at any time?
A. No.

Q. And what were the parameters of what Dr. Flavin was recommending?
A. Dr. Fahn.
Q. Fahn.
A. That's all right. It's tough, they're both F's.
Q. They are.
A. Yeah, Dr. Fahn was evaluating what he was on and going over the medications, et cetera, et cetera, that he would recommend Dr. Severt also, then mentioned what he would recommend and why.
Q. Was Helen opposed to his treatment?
A. That's an interesting story. Sonny said that unfortunately a lot of his physiotherapy treatment he didn't get to because Helen would keep him in bed all morning and not want him to get up and so he didn't make a lot of his physiotherapy. And he needed a lot of physiotherapy, speech therapy and so on, and Sonny said he wasn't getting it and it was really hard to get him out of the house without Helen protesting.
Q. Did you know Dr. Fahn before this or his associate?
A. No, sir, I never met him before. I had only heard of his reputation.

Q. From whom?
A. From other colleagues.
Q. And they are?
A. I can't remember anymore. It was one colleague down in Ellicott City who has Parkinson's who is a neurologist actually. I can't remember his name.
Q. What did Mr. Murray do or say to make you think that he wanted more freedom to exercise his own judgment concerning healthcare?
A. Well, Bill said that he didn't feel in South Carolina that he was getting the proper healthcare that he needed and he said in South Carolina he had a real hard time turning the handles because they weren't -- they were round handles, they weren't with the lever, and that he would -- he said he -- it was difficult for him in South Carolina to get to therapy and so on and he wanted another opinion because he felt that he needed more therapy. I felt he needed more therapy too and that's why I took him to Dr. Fahn because I felt it was best to have an expert in the area to review it and look it over and see what his opinion was both on the meds and for therapy.
Q. Well, besides himself, who else was

making decisions concerning his healthcare?
A. I don't know. Because he spoke to me directly and personally and he's the one who told me that he wanted me to look and see if I could find another neurologist for him.
Q. Did Mr. Murray have Elizabeth document his healthcare preferences?
A. I have no idea.
Q. Did you see Mr. Murray dictate anything to Elizabeth about his healthcare?
A. No, I did not.
Q. The healthcare letter that you saw him sign, was that already typed up by Elizabeth before?
A. I don't know who typed it up, sir.
Q. Did Elizabeth have it?
A. No, Bill did. I just assumed James had typed it.
Q. Well, did Elizabeth sign it before he signed it?
A. Yes.
Q. And you witnessed it after his signature?
A. After his signature.
Q. But Elizabeth had signed it before he

signed it?
A. Yes.
Q. So did Elizabeth bring it and prepare it?
A. No, no, he brought it. He brought it, he had it in his things. And I remember he had -- he had a pen with him but it started leaking.
Q. Now, the documents that Mr. Kefalos has the originals of, those are the documents that you have had?
A. Yes.
Q. They never were on any other paper?
A. No, nor were they given to anybody else nor were they shown to anybody else. That was -- that was the wish for Bill.
Q. And after he signed them, you kept them?
A. Yes, sir.
Q. The originals?
A. Yes, sir.
Q. They were never on long paper like a legal pad long?
A. No.
Q. Old-timey lawyer legal pad long?
A. No, the ones that --

Q. Mr. Baker's using it, old-timey lawyer long.
A. I like those, they're better.
Q. Was there anything ever typed on long?
A. No.
Q. Now, why would he have you read these? Doesn't make any sense if -- he's an educated man, he's a lawyer, can fend for himself perfectly well.
A. Your guess is good as mine. I have no idea.
Q. Had you ever before or since that day read anything to him?
A. Nope.
Q. For example, the newspaper, the news?
A. No. No.
Q. Anything? Magazine?
A. No.
Q. Book, whatever?
A. No.
Q. Well, why didn't you all go to his office if he wanted to get these important documents done?
A. I don't know. He just came in the house and said, I'd like you to witness something. I may actually even have the pen I signed with but

I'm not sure if I used this one or not. I'll tell you why, because it was a present and I often use it but I don't know if it's got a different colored thing in it or not. You may not keep it. It's a Cartier. This was a gift from a friend of mine but I don't know whether I used this one or not.
Q. Do you use that pen also?
A. When I remember it. Sometimes I remember it and sometimes I don't.
Q. Well, why do you carry it with you? Let me see it.
A. Because it's from Dr. Albert Scheller, who was a very, very good friend of mine, and he died in 2005 and he had given that to me so I use it sometimes and sometimes I don't.
Q. Whose initials are on it?
A. Albert Scheller.
Q. And he lived where?
A. He lived in Germany.
Q. And how do you spell Scheller?
A. S-C-H-E-L-L-E-R.
Q. And ever since he gave it to you you've been carrying it?
A. Yep. It used to be in blue and then -- it originally was in blue and then it was --

Q. It's run out of ink?
A. It definitely is out of ink. It does not write and when it had ink it was black. It was originally blue but then I put a black one in there and I ran out of ink and that's why I've been keeping it but I haven't been able to get a filler for it.
Q. Who is this made by?
A. Cartier.
Q. Expensive?
A. Well, I guess so, because one of Dr. Scheller's girlfriends gave it to him and then he gave it to me for being on a radio show with him.
Q. Not because you were a girlfriend?
A. No, but I had to laugh when I saw the initials on it because I figured it was probably from one of his admiring patients.
Q. So you think this was the pen that you used?
A. Yes. It screws in. I don't know. I can't say. I'm saying if that -- that would be -- that would be one of the ones that I would have used but I had pens all over the house.
Q. And you would have used the Cartier

ink?
A. Yeah, if I had used this one but I don't know if I used this one.
Q. You're not saying you definitely used it?
A. Yes. No, I apologize, I don't remember. I had a bunch of pens and Bill had one with him and his was running all over the place so he used another one of my pens because I had them all over the table.
Q. Why would you have pens all over the table, you cleaned your house up for a dinner party?
A. Yeah, I know, but I'm always writing and so I have pens around. I always had pens around. Some of them work, some of them don't work, sometimes I forget to put a new thing in it.
Q. Okay.
A. Sometimes there are handicaps to being a scientist.
Q. How long do you think this whole process was from Mr. Murray handing you the document, asking you to read it, for him reading it himself and then for him to sign it?
A. Probably about an hour.

Q. Total?
A. Yeah, I would say so. An hour, hour and a half max.
Q. Did he say anything about either one of them?
A. No. He just said, I want you to read something, I want you to read it to me and I want you to witness it.
Q. Did he ask you any questions?
A. No.
Q. Did he make any comments?
A. No.
Q. You merely read it, he then read it silently and then he signed it?
A. Yeah.
Q. No words?
A. No. I had no reason to question his judgment.
Q. Did anybody else call you or ask you to look for this file or for these documents or for anything involving Mr. Murray?
A. Yeah, Elizabeth had phoned me and asked me if I had them.
Q. What exactly did she ask you if you had?

A. She asked me if I had any documents from Daddy and I said, yes, I did. And she said she wanted me to send them to George, so I did.
Q. And did she ask you what documents from Daddy?
A. I guess she knew but I didn't. I didn't know if she knew exactly what they were but I'm sure she was aware of it.
Q. Were there ever any other documents that you had of Mr. Murray's?
A. No.
Q. Were there ever any documents that you had that she had witnessed?
A. No.
Q. Other than Mr. Murray's or anyone else's?
A. I didn't see any other documents.
Q. When you found the documents, did you call Elizabeth and talk to her about it?
A. Yes, I told her I found them.
Q. And did you read what you found?
A. No.
Q. What did you tell her specifically?
A. Well, I told her I had -- I had documents from her father that he had asked me to

witness and that he wanted me to keep them in safekeeping and that in -- if they were ever needed that I should produce the documents.
Q. Why would Mr. Murray ask you to keep these documents?
A. That's a very good question and I --
Q. What's the answer to it?
A. Well, the answer to it is that I can't speak for Mr. Murray, I only know that it was unusual for me but I respected his opinion and I didn't question why he wanted me to do this. I had no idea. I'm assuming that he wanted these kept out of everybody's hair and way, et cetera, and I know that in the documents there was mention of Helen and Helen was at that point -- he was concerned because he said that she was essentially mingling in some of his affairs. I don't know what affairs, I never asked, it wasn't my business.
Q. Were you ever informed that there had been other drafts of those documents?
A. No, had no idea. I assumed that James had done them, that he had written them up.
Q. Did you ever know that drafts of the documents had been circulated between Pam and Liz?
A. No, I had no idea.

Q. And that they had made revisions?
A. No, had no idea.
Q. Well, if this was a transcription of what Mr. Murray stated he wanted, why did it go through versions with Liz and Pam?
A. I don't know. I wasn't there, sir.
Q. Before he came and brought the documents, had he ever discussed them, either one of them or both of them, with you?
A. Absolutely not. We had only discussed his medical care.
Q. Have you ever seen any drafts of those documents?
A. No, I had no idea they even existed. I wasn't familiar with them at all.
Q. Did you think the documents were unusual, though, anything strange about the documents?
A. No, I just thought that it was unusual that he had asked me to witness something when he hadn't asked me to witness something before.
Q. Well, was Liz trying to set up a situation where she could claim he was being unduly influenced in his healthcare?
A. I have no idea.

Q. So that she could contest what he put in his Will?
A. I have no idea.
Q. She never told you that was her agenda?
A. No, she never said anything about it.
Q. She never said she could give you millions of dollars if you could help her prove it?
A. No. And if she had, I wouldn't have done anything that wasn't honest.
Q. Well, where we are now, she's not going to be able to.
Did it strike you odd that Mr. Murray would say things in this document about Helen?
A. No, not at all. I knew that he was extremely uncomfortable many times with Helen, that she was going through a depression and that Sonny and Lucky said that it was like dementia, she was screaming and yelling at the help and they told me that she was extremely difficult and that he was very uncomfortable.
Q. Well, did he ever say that she was interfering with his healthcare?
A. He said that he wanted to be in charge of his own -- he wanted to be in charge of his healthcare and he wanted to have me to help him get

other -- other therapy for him. Essentially he said he didn't feel he was getting enough therapy and he didn't feel he was getting proper care.
Q. Since it was an unusual request for him to ask you to keep these documents, did that stick out in your mind?
A. No, because I didn't question Bill's intentions and I felt that he was mentally competent and clear and he had his reasons for things and I've always been one that just lets people live their own life, I don't interfere with them.
Q. Why did you wait a year and a half after he died before you disclosed the existence of these documents to anyone?
A. Well, because essentially I had forgotten about it until I went through the neurology file.
Q. Well, why didn't you mail them to James Morrow after he died?
A. Well, I got a call from Elizabeth and she asked me if I had had some documents and I said, yes, I did, from her dad so she asked me if I would mail them and I said I would.
Q. What was the purpose of the letter

dealing with his healthcare? I mean, he already had a healthcare power-of-attorney in existence.
A. Um-hum.
Q. You knew that?
A. Yes, I did.
Q. But wouldn't it have been reasonable for you to ask him why do you need another one?
A. No, I didn't question Bill. If he said he wasn't happy with his healthcare and he wasn't and he wanted me to bring him to a neurologist, et cetera, I did.
Q. Did he tell you that a healthcare power-of-attorney is not valid if the witnesses are a sibling or a child --
A. I never asked him.
Q. -- or a treating physician?
A. He didn't tell me and I never asked him.
Q. Do you know that's the case?
A. Well, you're the lawyer. If that's the case, then that's -- that's what it is, I --
Q. It's totally an invalid medical authorization the way it was done.
A. Okay. Well, I have no idea because as I said I'm not a lawyer and he just asked me to

witness it.
Q. But he was a lawyer and he knew what to do because he had done it before.
A. Um-hum.
Q. Correct?
A. I have no idea if he's done it before.
Q. You said you knew he had a prior medical authorization.
A. Yeah, I know now, I found out later but I'm assuming that I didn't know who was responsible for his healthcare, whether it was Hilton, whether it was Helen or whom, I only knew that he wanted -- he just asked me if I would witness that, I did. He asked me if I would take him to a neurologist earlier and I did.
Q. Did you know when you witnessed it that he had had in place a power-of-attorney?
A. No, sir.
Q. For healthcare?
A. No, sir. Had no idea.
Q. And if that's correct, being a lawyer, he knew how to change that?
A. I have no idea.
Q. Did he ever do a healthcare power-of-attorney for anyone to your knowledge?

A. I didn't --
Q. For anyone at all?
A. Not -- I have no idea. I don't know. You'd have to ask James.
Q. And why would he want to do it in a fashion that doesn't comply with the law?
A. I -- as I said, I never questioned Bill's intentions or why, I have no -- I really don't know.
Q. Well, if he wanted to change how his healthcare was being given to him, why wouldn't he just go to his lawyer and change his healthcare power-of-attorney?
A. I have no idea.
Q. What was the letter meant to be given -- who was the letter supposed to be given to?
A. The letter?
Q. Yeah.
A. He didn't tell me whom to give it, he said I should keep it in safekeeping and if anything happened to him, that certainly I should -- I should give it up to -- I guess to Elizabeth. I do believe he said to Elizabeth but I don't remember.

Q. When you found out he was sick and in fact dying, you still didn't bring it forward?
A. No. Didn't even think about it. I was completely concerned about Bill and about his health.
Q. And if he was worried about Helen and spending time with her and all that, wouldn't he directly bring that up and discuss that with her privately?
A. No.
Q. Why not?
A. Because you don't know Helen. Helen would flip out if you said something was wrong or if she was doing something that was not agreeable and the caretakers told me this.
Q. And who were those?
A. Sonny and Lucky.
Q. Did he ever say who he wanted to be his healthcare proxy in New York?
A. He wanted me to help him to find a neurologist and for his healthcare proxy, I thought he mentioned that in the letter.
Q. Did he ever discuss his desire to have his medications, his vital signs, his food intake and those kind of things monitored by his

healthcare attendants?
A. He didn't mention that to me.
Q. Well, if he's of sound mind in February -- on February 10, '06, why would he want all those things monitored?
A. Well, basically because of the fact he was not given his -- he was not getting his medications properly, not getting physiotherapy properly, he was not getting what he needed for his health and improvement with his Parkinson's disease. That's what he told me.
Q. Did you know when he signed that letter in February that he had a lawyer?
A. Did I know he had a lawyer?
Q. Yes.
A. He had mentioned a lawyer that he had but I don't recall his name. I thought he was in a relationship --
Q. He never said that he wanted those documents to go to his lawyer?
A. No. No.
Q. After that visit did you see him on any other occasion prior to his death?
A. No, I don't believe so. I think he left South Carolina, I can't remember exactly when.

Q. So February 10, '06 and then his death bed a week before he died the last two times you saw him?
A. Yeah. I called a few times. Sometimes I could talk to him but often I couldn't talk to him.
Q. Well, did you see him on February 17th for some reason, '06?
A. I don't recall. I don't recall. Did I? I don't recall.
Q. I'm asking, I don't know.
A. Yeah, I don't know either. I know that on the 28th we were at Dr. Fahn's and on the 10th he was there for dinner but I don't recall the 17th.
Q. Who was at Dr. Fahn's?
A. Sonny and myself and Bill.
Q. On the 28th of February?
A. Oh, no, that was -- that was the second meeting. The first one was in December that Sonny and I went to Dr. Fahn's. At the second meeting on the 28th I think it was -- I think it was just Liz, Bill, Helen, myself. I don't know if -- and Sonny, I guess. It was either Sonny or Lucky, I'm not sure.

Q. But you were there for the second meeting?
A. Yeah. Yeah.
Q. And then you never saw him again until the week he died?
A. Uh-huh.
Q. Am I right?
A. As far as I remember.
Q. So you didn't see him the 17th either?
A. I don't recall on the 17th. What was the 17th?
Q. Do you have a relative named Pam?
A. Yes, I do.
Q. Who is that?
A. My sister.
Q. And did you have any communication with her about anything dealing with Mr. Murray?
A. Don't believe so. It's rather strange, I have a sister named Elizabeth and a sister named Pam.
Q. That is strange. Why would you be discussing these letters and meeting on February the 17th at that time? Why would that be something that you're discussing with Liz and Pam if you had already seen him and signed it -- he signed it and

you witnessed it on February the 10th?
A. I wouldn't be.
Q. That wouldn't make sense, would it?
A. No, it wouldn't make sense because I hadn't met Pam yet.
Q. Right. Looking at Exhibit 5 to the affidavit of Brianna, it's from M-I-Z-L-I-Z. Who is that?
A. Elizabeth.
Q. Huh?
A. Elizabeth.
Q. Elizabeth?
A. Uh-huh.
Q. Has she got a lot of different names she uses on computers?
A. I don't know. That's the only one I know.
Q. It says, excellent letter, hope it sinks in on I-O-T-A. Hope it sinks in one iota, I guess. I will see him tomorrow morning. This is dated February the 16th, '06.
A. Um-hum.
Q. Very well composed but I don't know what is going on since I could not get together with him today as I was seeing him tomorrow with

Dana, the pharmacologist. And that would be you?
A. What's the date on that, 2006 or 7?
Q. That's why I'm asking you about all this. February the 16th, '06.
A. No.
Q. Doesn't make any sense, does it?
A. No.
Q. So when was this thing really signed by Mr. Murray?
A. It was signed on the 10th when he was with me.
Q. Not the 16th, not the 17th?
A. Hum-um. Hum-um. No.
Q. So then why is Liz sending an e-mail saying these things?
A. I have no idea. I don't even know what that was related to.
MR. KEFALOS: Would you show her the e-mail?
THE WITNESS: Yeah, I don't know what it's related to at all.
BY MR. HOOD:
Q. Here's a copy of it.
A. I don't remember where we -- I was introduced to Brianna after this but I don't

remember this. That's to Pam Murray. That's to her sister.
Q. You can't talk to George about it. If you want to read it, you can read it. You need to talk to me if you have any questions.
MR. KEFALOS: This is something you didn't disclose to us before the deposition so I do have an opportunity and a right to talk about it with her.
THE WITNESS: I have no idea what this is about. Absolutely no idea what this is about. I don't know what letter they're referring to, I don't know what this was and I have no idea because I signed -- I dated that and I dated that on purpose because of the fact that that was the date and I don't know what this is in referral to. I have no idea. You have to ask Pam what that is in referral to because I don't know anything about that.
BY MR. HOOD:
Q. Okay. Let's see, it's from Liz and it's going to Pam?
A. To her sister, right.
Q. So it's from sister to sister, subject Dad?

A. Right.
Q. And it's dated February 16, '06?
A. Right.
Q. At 22:00 hours?
A. Right.
Q. Excellent letter. What letter was she talking about?
A. I don't know. You'd have to ask Pam. I have absolutely no idea.
Q. Hope it sinks in one iota?
A. Yeah, I have no idea what that's referring to, sir, absolutely none.
Q. So you disavow that?
A. They were there on the 10th.
Q. That they are talking about something they wrote?
A. I don't -- I don't know. I have no idea what this is in referral to.
Q. Okay. And it's re Dad so when she says Dad, I will see him tomorrow morning, very well composed but I don't know what is going on since I could not get together with him today --
A. No, I have no idea.
Q. -- as I was seeing him tomorrow.
A. Yeah.

Q. With you?
A. Yeah, but I didn't -- I don't recall meeting Liz then or Bill then because I only saw them on the 10th, I don't recall meeting them at all afterwards.
Q. And then at the bottom after that it says from Pam to Liz, FYI, sent to Dad's office this afternoon. Let's mark this.
A. Okay. If something were sent to the office, then James should have it. Okay. Whatever was sent so you might want to ask James if anything was sent on the 16th or the 17th to the office from Pam -- or I mean from Liz.
Q. Okay. This will be Exhibit 1 to your deposition.
(EXH. 1, E-mail chain dated 2/16/06 to pammurray1021@yahoo.com from MizLiz1011, was marked for identification.)
BY MR. HOOD:
Q. But with Dana, the pharmacologist, that's you?
A. Yes.
Q. And if that's true, the chronology here and what we've been talking about doesn't make any sense to me, does it make any sense to you,

confusion?
A. Not at all to me. I don't know what that letter was they were referring to and that would be whatever it was. If it was sent to her father, James should have a copy of whatever was sent to her father because I don't know anything about that.
Q. Okay. Well, if you had already witnessed and signed these documents we talked about earlier on February 10th, why would Liz and Pam be discussing a letter at a meeting with you July of -- February 17th?
A. I haven't the foggiest because I didn't -- I didn't meet with -- I didn't meet with them. I have no recollection of meeting with them and I don't know anything about whatever letter they're discussing.
Q. Did you discuss the Excel spreadsheet with Mr. Murray?
A. No.
Q. Did you discuss the settlement agreement with Mr. Murray?
A. No.
Q. Were they attached to what you witnessed and signed?

A. Yes.
Q. They were not in the original documents you sent to Mr. Kefalos or were they?
A. No, they weren't. They weren't.
Q. So who had the originals?
A. I don't know. I don't know if they were attached or not.
Q. Well, let's see if they were attached. He's got the originals. Let's get it clear.
A. Do you have any tea?
Q. Tea? We can make you some. We have a kitchen.
A. Oh, cool.
Q. How do you like your tea?
A. With a little bit of milk, please.
Q. Okay, there are two spreadsheets in here.
A. Okay.
Q. There's an agreement in here but it's not --
MR. KEFALOS: It's not an original.
BY MR. HOOD:
Q. It doesn't look like it's an original, it looks like a long form agreement. Did you have this, the original of this agreement here that I'm

holding up?
A. I don't recall. I don't recall that. I don't remember. I need to take a look at it.
Q. It's on this long paper I was asking you about but you've never seen anything with long paper?
A. I don't remember. Sometimes they used long papers and sometimes they used short papers.
Q. But in the context of what you had, everything was short papers that you sent Mr. Kefalos?
A. As far as I remember but may I look at that paper to see?
Q. Yeah, I'm going to hand you this and see if you had this, what's called an agreement.
A. I don't recall this at all.
Q. So you don't recall that. That's what we've been talking about, is something called an agreement dated April 22, '08 (sic), it's on long paper and it's one --
A. No, I don't recall it at all.
MR. BAKER: Is it 1980? I thought you said '08 is the reason why I say.
MR. SMITH: He did. He misspoke.
BY MR. HOOD:

Q. It's eight pages and it's dated April 22, 1980. I don't know what I said. You've never seen that until I just showed it to you?
A. No, sir.
Q. Is that right?
A. I don't recall seeing it at all.
Q. Okay. Now, these two spreadsheets, were they with the documents that you kept the originals of?
A. Whatever I sent to George was with the original.
Q. Okay.
MR. HOOD: Well, George, did these come with her letter to you?
MR. KEFALOS: Yeah, everything came in the letter.
MR. HOOD: Okay.
MR. KEFALOS: That too.
THE WITNESS: Was that there too? I don't even recall that one.
BY MR. HOOD:
Q. He says these two, one called Schedule A, one called Schedule B, were in your letter. Do you remember them?
A. Yeah, I remember seeing them but I

don't -- I don't remember them that well. The only thing I had remembered really was what I had signed. I didn't remember the other one. I didn't even realize what was in that too. I guess I had them just all thrown together.
Q. And George is saying the one you don't remember you sent to him also. It's not witnessed, the signature of Mr. Murray is not witnessed but the signature of Pam, Elizabeth and Catherine are witnessed.
A. Um-hum.
Q. But Joseph somebody?
A. That's probably in -- that should be somewhere in his documents or whatever, Bill's old documents then I would imagine since that's a copy.
Q. And you just don't remember anything at all about that?
A. No, because I didn't read it to him and I didn't sign it.
Q. Why would Liz suggest that you keep these documents?
A. No, Bill did.
Q. Not Liz?
A. No, sir.
Q. Did she even know you were keeping

them?
A. I don't know whether her father told her or not but I'm assuming he did.
Q. He never told you to keep them in her presence?
A. Hum-um. Hum-um.
Q. Correct?
A. Yes, sir.
Q. So then how does she know after his death to contact you to see if you've got documents?
A. Well, I had mentioned that her father had given me some documents but I had completely forgotten about it.
Q. You mentioned it to her when?
A. I have no idea, must have been 2006.
Q. 2006?
A. Yeah, 2006 or 2007.
Q. Well, now he comes over for dinner on February the 10th?
A. Um-hum.
Q. And you have no more contact with him until he dies, that week he dies?
A. No, no, no, I was with him on the 28th when he went to Dr. Fahn.

Q. You were physically there?
A. Um-hum.
Q. And then after that you had no more communication with him?
A. No, I talked to him on a regular basis.
Q. In person?
A. No, not in person.
Q. You had no other communication in person?
A. Right. I apologize, I can't remember the exact details on these things. I have no idea when or -- when I told Elizabeth that I had these.
Q. Okay.
A. Or if she even knew I had them.
Q. Now let's go to Flavin 37. Have you seen this document before? It's got a lot of handwriting on it.
A. No, I haven't.
Q. Whose handwriting is that?
A. I don't know. It's not mine.
Q. Have you ever seen any of that what's typed or handwritten before today?
A. No, I haven't. Hum-um.
Q. Were those matters that were discussed with Mr. Murray while you and Mr. Murray were

together on February the 10th?
A. I read him from the letter but I didn't see this and I had never -- never seen it before. That's not my handwriting.
Q. Okay, I'm going to give you a copy back because I'm going to ask you some questions about it.
A. Okay.
Q. So can we assume that this is Liz's handwriting?
A. I can't assume anything.
Q. Do you know what her handwriting looks like?
A. No.
Q. Huh?
A. No, I don't recall her handwriting.
Q. Like Dana's down here and Dr. John, who is Dr. John?
A. I don't know.
Q. Dana is you?
A. Yeah, Dana's me but I don't know who Dr. John is.
Q. Okay. He's got Hilton circled. What's that about?
A. Mr. Hood, I'm not even familiar with

this. I have never seen this before. I cannot answer for another person as to why or what was written here and I don't recognize the handwriting because I do not know what her handwriting is like. I have no idea.
Q. Well, you read this health document and got Mr. Murray to sign it, you witnessed it?
A. Well, I witnessed it but I didn't witness this document, sir. I had not seen it before and I'm not familiar with it and I don't know anything about it.
Q. Right. And it talks about Helen causing anxiety and less health and enjoyment of life. These are things that were put into that health document that you witnessed and read, correct?
A. Right. And Bill did say that she was creating anxiety.
Q. And can you take the stress of disagreement if it leads to greater -- to a greater health, and that's been circled, and it's also circled that sincerely and please ask the people you trust but you're not listed. Do you know who's filling out the responses to who he trusts out of all these people?

A. No.
Q. Were any of the matters on this piece of paper discussed by Liz with Mr. Murray in your presence?
A. No, sir.
Q. Why was he being questioned about his relationship with Helen?
A. I don't know, sir.
Q. Why was he being questioned about who he trusted and didn't trust?
A. I can't answer that.
Q. Why was he being asked to rate the intentions of his family members?
A. I can't answer that either, I have no idea.
Q. Okay. Anything on that document, which is Flavin 37, discussed between you and Brianna?
A. No.
Q. Brianna never discussed any of this with you or this document?
A. No.
Q. I'm correct, she never did, is that right?
A. No. Only time I ever saw Brianna was once with Liz when we all went to lunch and so I

don't -- didn't talk to her about any of this.
Q. So this document that we've just been over, 37, you and Brianna never discussed it?
A. No.
Q. Or any other content?
A. No.
Q. I'm correct?
A. Yes, sir.
Q. Okay, moving to 38. Do you recall the conversation you had with Lucky that you reference in this e-mail?
A. Um-hum.
Q. I spoke to Lucky. That's to Dr. Severt?
A. Right.
Q. Do you want to see that?
A. Sure.
Q. Do you remember the e-mail?
A. Yeah, I do remember that e-mail.
Q. Well, here it is just to help you out.
A. Thank you.
Q. I spoke to Lucky. Who's Lucky?
A. That was one of the caretakers.
Q. And he said Mr. Murray was having mental confusion quite often.

A. Right. Right.
Q. This is dated February 21, '06.
A. Exactly.
Q. This is a couple weeks after you say he was fine and dandy and knew what he was doing?
A. Yes. And as I mentioned, when he was with the caretakers throughout the day, they made sure that he got the medicine properly and he was on the right time schedule but when he was left at the house, then what I noticed was that he was either overdosed or underdosed or not getting his medicine at the proper time in the proper sequence and so it's very possible here, this is most probable because of the fact that when he was -- when he was with Helen he didn't get his medicines at the right time and in the right sequence and when he was with Lucky or Sonny, they took very good care of him and they gave him his medicines at the right time.
Q. Now, he's with Lucky when this is being reported to you, Lucky's saying this is what the situation was?
A. Yeah, yeah, he talked to me on the phone.
Q. And you're reporting it to Dr. Severt?

A. Right. Right.
Q. And this is before Dr. Severt sees him a week later with you present?
A. Yeah, because I had seen him -- I had met Dr. Severt in December of 2005.
Q. Right. Mental confusion quite often.
A. Right.
Q. Those are your words, not Lucky's words, they are your words, not because Helen is there, Lucky is there.
A. Confused has nothing to do with competence. You can be confused when you're tired and you can be confused as to did I take my medicine or did I not take my medicine if you're improperly treated and this is a mental confusion but not an incompetence.
Q. So it has no bearing on your testimony that a couple weeks before this he knew exactly what he was signing?
A. Yeah, absolutely.
Q. Okay.
THE WITNESS: Do you know if we get a break to go to the bathroom?
(A recess transpired.)
BY MR. HOOD:

Q. How did Mr. Murray get to your house on February the 10th?
A. He drove. And I don't know whether Sonny drove or Liz drove.
Q. And how long does it take to drive from the city to where you are in Greenwich?
A. Well, it depends, it's anywhere from 30 minutes to 50 to an hour even depending on traffic.
Q. Well, this was on --
A. On a Friday.
Q. The date of February the 10th?
A. Right.
Q. I don't know what day of the week it was. It was in the early afternoon?
A. Right. I don't know how long it took them but I'm assuming it took them about 45, 50 minutes.
Q. Who had a car?
A. I don't know. I think it was Liz's but I don't recall.
Q. Does she have a car in New York?
A. Yeah. She had an old square thing but I don't know what it was.
Q. Well, what does Liz live off of? All these e-mails indicate she's pretty bankrupt.

A. I don't know.
Q. How about yourself, these e-mails indicate you are on financial hard times too.
A. Yeah, actually, that's turned around, it was a short period of time with the Wall Street. I wrote a poem on it, I'll send it to you.
Q. On what street?
A. It's Wall Street blues. When Wall Street hit the fan in 2008, I was actually -- my patent was 55 percent of my antiviral patent, was bought by United American Ventures and so I was actually paid well and it covered my office expenses, et cetera, so that was a godsend but then in 2000 -- when was that, in 2009, they suddenly stopped paying me and they had an investigation by the SEC that they had a broker who was not licensed and so they were -- everything was put on hold, which I didn't expect because I was supporting a little girl in Germany also and I was also giving my daughter extra money so she would always have some money for school and the other little girl I knew since she was seven and her father ran off and left them penniless and I was sending them money every month since 2006 -- yeah, 2007 and I sent her money every month so she could be a hairdresser.

She is and now she wants to be a journalist.
Q. Was she your hairdresser?
A. Yeah, she does the hair coloring in Germany.
Q. Well, you got something for your investment then?
A. I sure did. Terrific.
Q. All right, moving on to Exhibit -- Flavin Exhibit 41. Hand her a copy of that one.
A. I don't know how you do this. I'm glad I'm not a lawyer.
Q. Is this your handwriting? Is it your handwriting?
A. Yes, it is.
Q. When did you write it?
A. I don't know the date.
Q. Why did you write it?
A. Well, because Bill was talking to me about -- about his health and about his therapy and about his apartment, et cetera, et cetera, and I was discussing with him further care but I don't remember when this was.
Q. Okay. Let's -- why don't you read it for the record so we can make sure we read the handwriting.

A. Okay. Notes for William E. Murray. One, proxy with responsibility for medical decision. Because he was very concerned.
Q. Read it verbatim.
A. Appointments, Dr. Fahn, Dr. Severt weekly. Physical therapy daily, vocal, dexterity and swimming twice a week. Apartment safety per architect specs, railings, rugs, handles, et cetera. Weekly 24/7 plan for caretaking, giving medications, physical therapy, et cetera, appointment. Yes.
Q. Doctor?
A. Dr. Flavin.
Q. And what's below that?
A. My signature.
Q. Okay. And you don't put in the affiant signature?
A. Well, I didn't on this one.
Q. Let the Court Reporter mark it, please.
A. Okay. This was essentially because I was concerned that he was not getting the proper medication, the proper plan, the proper program and everything else because of the fact that he was -- he was feeling physically...
(EXH. 2, Handwritten document entitled

Notes for: William E. Murray, FLAVIN000041, was marked for identification.)
BY MR. HOOD:
Q. Did you know he already had a healthcare power-of-attorney in place at the time you were making these notes?
A. Nope, I didn't. I assumed he probably did but I didn't discuss it with him.
Q. What was he talking about the apartment safety?
A. He said that there were rugs on the floor that were slippery and that he couldn't grab the handles well.
Q. And was Liz there when you wrote down this information?
A. No.
Q. Did she prompt him to say these things?
A. No. I don't think so. I mean, I wasn't there but he was on the phone when we talked.
Q. Are these notes that you took from talking to him on the telephone?
A. Yeah.
Q. Was Liz in the background?
A. No.

Q. How do you know that?
A. Oh, you mean with him?
Q. Yeah.
A. Oh, I have no idea. He was calling from the office, I believe.
Q. Did Liz go to the office?
A. I don't know.
Q. So whether she was there prompting him or not on his end of the phone call, you don't know?
A. No.
Q. And when this was done, you don't know?
A. No.
Q. I'm correct?
A. Yes, sir.
Q. Now, we go to your e-mails. These e-mails, the way they've been produced are -- I'd like to find out if these are all the e-mails between you and Liz and Pam dealing with Mr. Murray's matters and whether or not any have been redacted before they were given to Mr. Kefalos. Now, how am I going to find that out? Did you authorize anybody to redact anything?
A. No.
Q. Okay. And did you turn over to

Mr. Kefalos all of your e-mails or a printed copy?
A. I didn't have any.
Q. You didn't have any?
A. Hum-um.
Q. Where did we get these?
A. I don't know.
Q. Well, they're your e-mails and they -- there's a whole bunch of them. There are 500 e-mails, 1 through 21. 21 pages of stuff. You've never seen them?
A. No, I haven't.
Q. Well, let me hand you a copy of them and start asking you about them.
A. Okay. Thank you.
Q. It looks like they begin on Flavin 17, which is 6/17/08 and it's from you to Elizabeth.
A. Um-hum.
Q. No more uh-huhs remember.
A. All right, yes, okay.
Q. I'm correct?
A. Ah, I see.
Q. Okay, now this is when you start.
A. Right. So that's -- okay. Right. Right. Right. Right.
Q. Mr. Murray is dead?

A. I wondered how the hell she knew about that.
Q. How she knew about what?
A. About the letter that -- I couldn't remember -- I didn't know whether he -- whether Bill had told her this or whatever the heck. In 2009 she wrote to me. Said this was the letter, that's when I found the darn thing. I had completely forgotten it. That's what it was. Probably because it wasn't that important to me.
Q. Okay. And where are the other e-mails before this first one?
A. Well, I do not know.
MR. BAKER: Bobby, not to interrupt you, but it seems to me the cursory thing of this stuff is all e-mails between Dana and Elizabeth Murray so it's probably e-mails that we gave you that we got from Elizabeth Murray. I'm just saying.
THE WITNESS: Oh, yeah. That's funny.
BY MR. HOOD:
Q. We're going to go through them. Please don't be commenting, chatting back and forth with George about it.
A. I'm not chatting to George, I'm reading

these out loud. Okay. Fine. Okay.
Q. Okay, where are the rest of the e-mails with Elizabeth Murray?
A. Probably in heaven right now because I had several crashes on my computer before I got rid of it anyway so I have no idea.
Q. Well, there were a lot of others. If you read these, it's pretty clear there are others. Who did you give these to? How did we get these?
A. I don't know.
Q. We got them recently from George Kefalos.
A. Okay.
Q. Before this deposition.
A. Okay.
Q. Okay? You don't know where he got them?
A. Hum-um.
Q. You didn't send them to him?
A. I don't recall sending them to him.
Q. Okay. If in fact I'm correct there are other e-mails and we ultimately get them, we'll need to reconvene your deposition to ask about them.
A. Um-hum.

Q. That's why I'm trying to get to the bottom of this to get that over with. If that happens, will you be available?
A. I don't know. It depends whether I'm in the hospital in training or not if they'll let me go in Germany.
Q. Doesn't Germany have socialized medicine?
A. Not in the private clinics.
Q. Well, aren't you limited on how much money you make?
A. Am I limited on how much money I can make?
Q. If you're treating patients.
A. Not in the private clinic. Only if it's under insurance. If it's under insurance there's a limitation to how much and so on. If it's in the private clinic --
Q. They're going to let you work more than 40 hours a week?
A. Oh, darling, they'll probably have me working 80 hours a week.
Q. And they're going to pay you for 80 hours a week?
A. No.

Q. Exactly, so why work?
A. You have to if you want your license.
Q. Even as a socializer you're going to get paid if you do it?
A. It makes sense.
Q. That makes sense.
A. It's being a lock work when somebody works you seven days a week 20 hours a day and says it's part of your training.
Q. Okay. What is your phone number if I wanted to call you today?
A. Which number do you want, the American number or the German number?
Q. Both.
A. Okay. Well, the American number is 203-964-7011 and my German number is 011-49-8151-5266.
Q. So I can call one of those numbers, find you somewhere in the world?
A. Yeah.
Q. And say we've got a new e-mail, I've got to put you back under oath and ask you questions?
A. Yeah, if you can reach me, otherwise leave a message and I'll have to call back.

Q. Okay.
MR. HOOD: Gentlemen, do you all know of any other e-mails between the witness and Liz Murray other than these ones here, 1 through 21?
MR. KEFALOS: Wanda tells me that she thinks there are.
MR. HOOD: I do too.
MR. KEFALOS: And she's trying to track them down. I got an e-mail from her a little while ago saying Liz apparently gave Wanda -- maybe she didn't give her. Wanda wanted Liz's e-mail account so she could go into the account directly and download the attachments but apparently somebody has -- there's some problem with the e-mail account, it's either hacked or something and they're having some problem with it.
THE WITNESS: People don't hack e-mails, do they?
MR. KEFALOS: I don't know. All I can tell you is what she tells me.
BY MR. HOOD:
Q. Let's look at these and go through them I guess is what we've got to do. All right, 5/17/11.
A. Um-hum.

Q. It's an e-mail from you to Liz. What are you referring to when you write how is the war going?
A. Well, I don't know. Could have been several things. She was having trouble with her gardener. I don't know which war I was referring to. There's always something going on. What's the date on there?
Q. She has a war going on with her gardener?
A. Yeah, well, you don't know Liz.
Q. Where does she live?
A. She lives in Catona.
Q. How large is her yard?
A. Well, large enough to have a labyrinth in it.
Q. A what?
A. A labyrinth.
Q. What's that?
A. It's a pathway on a regular pathway this works its way through the backyard.
MR. KEFALOS: A maze.
THE WITNESS: A maze, right.
BY MR. HOOD:
Q. Okay. So she has a full-time gardener?

A. No, she has a fellow that helps her sometimes.
Q. And so why would someone she's employing and paying by the hour create a war?
A. I have no idea. It might have been something about mixing the cement or whatever the heck, I haven't the foggiest.
Q. But it's not about the fight between Liz and her family and this fight?
A. I have no idea.
Q. Isn't that more logical than a fight with the gardener?
A. No, not really but, you know, there's always something going on and if there's a war with the family, it's her war and not my war anyway so it's not my business.
Q. Well, this is from you and you're asking her about the war.
A. Yeah. What did she answer?
Q. Okay. So you're not going to say this war is this lawsuit?
A. I have no idea. I don't know.
Q. You've never referred to it as a war before?
A. No. No.

Q. My sister Pam wants to give my computer monitor away. This is your sister Pam?
A. Yes.
Q. And did she give it away?
A. Yes, she did.
Q. And did she send it to you -- did you send it to Liz?
A. No.
Q. Why not?
A. Well, because it was gone.
Q. Well, you ask her can I have it sent to you, question.
A. Right, but it wasn't there to send.
Q. Well, the whole substance and purpose of this e-mail is to ask her if she will take your computer?
A. Right.
Q. Now, why are you disavowing that now?
A. Because it was gone and I never sent it to her because it didn't -- I didn't have a place to send it to and then my sister told me that if I didn't get rid of it, she would, and she did, but it wasn't the computer, it was the monitor.
Q. Did you ever send a computer or a monitor to Liz?

A. No.
Q. What was the problem you were having with your computer?
A. Where is the problem with the computer mentioned, sir? What's the date?
Q. 5/17.
A. We're still on the same one?
Q. Uh-huh.
A. Oh, God, they're all messed up. These are not in any order, are they?
Q. No.
A. Oh.
Q. That's why we think there are a lot of them missing.
A. Yeah.
Q. Let's go to what we're talking about, okay? You've got a computer?
A. Yeah.
Q. You're e-mailing a person that you've seen at a funeral where a man you were very fond of died?
A. Um-hum.
Q. You've seen this person twice in person and at a funeral?
A. Who?

Q. Liz.
A. No.
Q. Three times.
A. I never said that.
Q. Well, how many times had you seen Liz?
A. I told you Liz had been at the house and she had met Stuart there and come to dinner and met Stuart Ryder, a friend of mine whose name I couldn't remember.
Q. So that's three times you've seen Liz?
A. I don't know how many times, several times.
Q. She came to your house with her father one time?
A. That was the first time I met her and that was in 2006.
Q. Right. And the next time the two of you all go to Dr. --
A. Right, that was the 28th but I didn't see her in between there.
Q. And after that you never saw her again?
A. Yes, I did, I went with her and Brianna to lunch.
Q. Okay. And then after that did you see her again?

A. Yes, I did, I saw her when she stopped by and had dinner with Stuart Ryder and myself.
Q. That's four times. Any other time before the week of death?
A. I haven't the foggiest how many times. I saw her periodically.
Q. Well, it doesn't make any sense if you see somebody four times, you don't even know them, all of a sudden you are sending them an e-mail two years after their father died but about different things and here you are offering her a computer. Why are you offering her a computer? It doesn't make any sense.
A. Well, because I was moving out of my sister's house and I didn't have a place to put it.
Q. So you want to know how the war is going, you want to know if she wanted your computer?
A. No, we had been in touch. I got to know Liz and Pam reasonably well since the time I met Pam in 2007.
Q. Really well meaning?
A. We were together every day and we went to the hospital, we went -- first of all we went to the apartment and so on.

Q. That's three years before this e-mail.
A. Right.
Q. He's dead and gone. You're still keeping up with them?
A. Yes.
Q. Are you giving them any help in their lawsuit?
A. I'm giving Pam a little help and advice in her cancer.
Q. Not in the lawsuit?
A. Not in the lawsuit. To accommodate you all here to answer your questions, that's it.
Q. You're not accommodating me, I've subpoenaed you to be here. You didn't have a choice. The only choice you had was are we going to do it where you live or where I live.
A. Right.
Q. And this was more convenient for everybody else to pay you to come here so we bought you a plane ticket to come here, the estate did.
A. Okay.
Q. Let's look at the 4/26/11. Read that. It's from Elizabeth to you. Thanks for your help, to say the least. What is she talking about?
A. Well, I don't know.

Q. Well, what had you done to help her?
A. Well, I helped her in a lot of stuff. I gave her advice.
Q. This is not very long ago. We're talking about a few months ago.
A. Okay, a few months ago I was giving her advice on plants and planting because I garden and she gardens.
Q. You garden in an apartment?
A. I garden in the house.
Q. Okay. Hope all is well. Why do you care how she is doing?
A. Because I care about Liz and I care about Pam.
Q. Why?
A. Because I like them.
Q. After what they've said about Bill Murray, the man that you love?
A. I like Pam and Elizabeth. I think they're nice people. I met Brianna, I thought she was nice. I am not here to judge what other things are written, done or said, it's not my right or my place.
Q. Well, what's the next phrase, hope all is well, then what?

A. Labyrinth moving ahead like fire.
Q. What in the world does that mean?
A. That's her labyrinth. That is what she has in the yard in the garden that is the maze.
Q. This is not a multiheaded monster --
A. This is a maze in the garden.
Q. -- like the dictionary?
A. No, it's a maze in the garden with different stones and different in the pathway.
Q. And why is her yard looking like a fire?
A. Fire, sir.
Q. I'm sorry?
A. Fire.
Q. Yeah, why does it look like a fire?
A. Well, because there's things all over the place.
Q. And that means a fire?
A. Well, I think in a fire sale you've got stuff all over the place and I think she meant a fire sale.
Q. So this word, L-A-B-Y-R-I-N-T-H, means her garden?
A. No, sir.
Q. Not a multiheaded monster?

A. No, sir, it's a garden.
Q. Moving ahead like fire?
A. Her garden is moving ahead like fire.
Q. Right. That makes intelligent sense to you as an educated person?
A. Sure does because I knew what it meant. I knew that it meant that her garden was coming along fine and the labyrinth was working.
Q. And what was she going to open on June the 21st?
A. Huh? What is she what?
Q. The next phrase, opening it on June 21. What's that about?
A. Ah. On the 21st of June is the summer solstice. This is the highest energy point in the zodiac and in astrology and this is why the Druids, for example, would have their fires and worships on the 21st of June and they also do this all throughout Austria and this is the time when they do like a fire or any kind of a ceremony and that's why it's considered a high point on the 21st of June.
Q. And she believes all that stuff?
A. I have no idea if she believes it or not but I know it's done all over the place and

it's fun for a lot of people, that's what you do in Austria. And if you ride through Austria, you'll see fires on the sides of the road in June and in Ireland where the Druids have their ceremonies. They usually have tons of people that go for the occasion on the 21st.
Q. Okay. Then explain the next phrase. Continue to wait on court for money.
A. Um-hum.
Q. Which is what this is all about?
A. No, it didn't.
Q. It's not?
A. No, it didn't.
Q. Or is this going to have something to do with asteroids?
A. No.
Q. Fire?
A. No.
Q. A multiheaded monster or a garden?
A. No.
Q. What is she waiting on about money? Does she think we are going to give her money freely? She's wrong.
A. No, I don't know what she meant by that. I don't know what she meant by that.

Q. It's not very obvious to you that she brought a lawsuit and she wants money and that's what she's waiting on, she's waiting on payday and you're going to help her get paid?
A. No.
Q. Do you get paid when she gets paid?
A. No. No, no, no, no. She's continuing to wait on the court for money.
Q. Now, explain that to me like you did the gardening. That's going to make just as much sense.
A. Yeah, well, because she said she was supposed to be getting money from the court sometime but I don't know whether it was in the trust or what it was and --
Q. You think the courts in America just give away money?
A. At first I thought she mentioned Courtney because it was all short C's.
Q. Does Courtney owe her any money?
A. No.
Q. Maybe that's the goal, we're going to do something for Courtney here if they win?
A. No, sir.
Q. Huh?

A. No. It would be a great reason if that were the case but that's not the case. If that were the case, I would have called against the family and so on for Courtney as a daughter of Bill. I did not do that and I'm not doing that and this has nothing to do with me or money for me. I am not accepting any money, I did not ask for any money, I have not been offered any money.
Q. How about Courtney or for Courtney?
A. Nope. Also no.
Q. Or anyone else?
A. Nope.
Q. Or any foundation?
A. Absolutely not.
Q. Any research?
A. No. Nothing.
Q. Well, then what's she talking about? This is definitely not her garden on this phrase, continuing to wait on court for money.
A. You would have to ask her what she meant on that.
Q. Oh, well, we will.
A. Well, that's good.
Q. But you can't tell me?
A. I can't tell you because I don't know

what it is.
Q. Let's go to 12/8/10.
MR. BAKER: 12/8/10?
THE WITNESS: This is confusing with all this stuff.
BY MR. HOOD:
Q. This is on Page 5, the bottom number.
A. Bottom number.
Q. Dana's check, Peter Max event, one JPEG 450. What's that about?
A. Where is this?
MR. BAKER: Right on Page 5, look at the bottom.
THE WITNESS: Yeah.
MR. BAKER: The very top.
THE WITNESS: Yeah. I don't know. Oh, I know what it is. Peter Max had an event for the foundation in New York.
BY MR. HOOD:
Q. Who's Peter Max?
A. Peter Max is an artist in New York. He's a very famous artist and he offered to do a -- an event for my foundation and that was --
Q. To raise money?
A. Right. And some people made donations

but I don't know exactly what this is referring to.
Q. Dana -- this is your check, the 450, so why are you sending Elizabeth 450 dollars?
A. I don't know. I didn't send her 450 dollars.
Q. It says you did.
A. It just says Dana's check, Peter Max event, one JPEG 450. I have no idea.
Q. Okay.
A. 450 was -- 450 is usually what consultation costs for donations to the foundation but I don't -- I don't know what that's referring to.
Q. All right. Then the next one says, Jan, question mark -- I mean exclamation mark, FC. Who's that?
A. Who's Jan?
Q. I don't know. It's an e-mail 11/22.
A. I don't know.
Q. What's that about?
A. I don't know.
Q. Well, it's from you. This was not from Elizabeth. Jan -- I assume it's Jan?
A. Yes.
Q. SC, what does that mean?

A. South Carolina.
Q. So what's this -- is this some code you all were writing in?
A. No. No. I don't remember if I went there.
Q. Loves and hugs was the next one. Why are you loving and hugging on this woman, Elizabeth?
A. I sign that on a lot of my e-mails.
Q. To men or women?
A. Yeah.
Q. Loves and hugs, okay.
A. Uh-huh.
Q. She offers you a place to stay.
A. Um-hum.
Q. Did you take her up on it?
A. Yes, I stayed for two days and I stayed before that with Joni Kalar.
Q. Who is she?
A. She's a friend of mine in Somers, New York, so I stay with her when I'm in New York sometimes.
Q. Have you ever lived with Liz for any length of time?
A. Only in South Carolina.

Q. When you came for the funeral?
A. Yeah. Yeah, that was the first time.
Q. And never any other time?
A. No.
Q. Did you store any of your furniture at her house?
A. No. I had some of my clothes there but that was all.
Q. All right. The 10/1 e-mail, you and Liz are discussing personal and financial matters?
A. 10/1?
Q. Um-hum. Correct.
MR. BAKER: Very bottom of Page 6.
BY MR. HOOD:
Q. Why are you all discussing your financial matters and is this an indication she's going to send you some money?
A. No, hum-um.
Q. Well, then why does she say I have signed all papers for Freeman, hold-up is Donaldson?
A. Where is that one?
Q. At the bottom of Page 6.
A. Um-hum.
Q. To me that says be patient.

A. No.
Q. Dana, we got money coming to you.
A. No, dearest, sorry.
Q. It doesn't say that?
A. Hum-um.
Q. Tell me what it means. What are you asking?
A. Well –
Q. Are you looking for a gift, money? I mean, you were out of a job.
A. If you'll look at that clearly, you'll see that that's from her to me.
Q. Okay.
A. Yeah.
Q. I see that.
A. 2010.
Q. Right.
A. Right. That was when I was looking for -- I was looking for a house to move to and I hadn't gotten my money in yet. I hadn't gotten my money in yet from Germany.
Q. Turn to Page 7, the top of the page.
A. Yeah.
Q. That explains it. You write to her?
A. Yeah.

Q. You're desperate.
A. Uh-huh.
Q. What can I do?
A. Um-hum.
Q. Do you see that? You start this communication about finances, not her?
A. Um-hum.
Q. Correct? Your subject is panic.
A. Yeah, but then I got money in so it didn't matter.
Q. Well, who did the money come from?
A. From my ex-husband.
Q. Well, then why does Liz write you back and say, hang on, Donaldson's the holdup, I'm going to get some money?
A. Well --
Q. Had she promised you she was going to send you some money?
A. No. She said if she could she would help me out but my money came in from Germany.
Q. How much money was she going to give you?
A. I have no idea. Maybe a hundred dollars.
Q. A hundred dollars. That scarf you're

wearing probably cost 500 or 600 dollars?
A. No, it didn't. Austria, Vienna, about 35 dollars.
Q. Good shopping. You camouflaged it to me.
A. You can look it up on line. It's not that expensive.
Q. But here you are panicked, you don't have any money?
A. Well, everything was up for grabs because the venture capital company, United American Ventures, had not paid me and I had -- I had people that owed me money that hadn't paid me either, patients that were supposed to pay me for consultations and so on and it was a very difficult time. That was it.
Q. And she never actually gave you any money?
A. No, no, actually a friend of mine did in New York.
Q. Now, you also on that same day say, prayers are needed, love you, wish I could help too, nothing yet but potentials. This is from you to her. Why do you love her?
A. I love Liz and Pam.

Q. Have you all got something going? I mean, that's a very strong expression to say to someone that you've seen four times in their life.
A. Well, I told you, she was at the house on more than one occasion.
Q. Okay. Then let's kick it up to six times.
A. I don't know how many times and I don't want to give a number when I'm not sure exactly what the number is.
Q. Well, we know it's not over ten, that's for sure.
A. No, we don't.
Q. Yeah, we do because you can't tell me about before.
A. Well, I can't remember every time. She stopped over periodically and we'd have dinner. That's it.
Q. That's five. Any more?
A. No, I don't think she was there for Thanksgiving.
Q. Love you?
A. I say that a lot.
Q. So you don't mean it when you say it, it's just a phrase?

A. It's a sign of affection and kindness.
Q. Well, who is Lady Amy?
A. My dog.
Q. Did Liz help you send your resume to Cold Springs Harbor?
A. She had said she would but Courtney didn't want her to.
Q. So she didn't do it?
A. No.
Q. So she didn't do anything to help her get the job?
A. No.
Q. Did she get the job?
A. No, I actually wrote to Harvard. I wrote to Harvard instead.
Q. All right, 5/18/10. Let's see where it is. It's on Page 10. There's a PS you're writing to Miss Johnson.
A. Um-hum.
Q. PS, I have a friend here from Colorado who is helping me to move so don't worry about that. She is a young friend and of course I have to pay her too. This is a nightmare.
What are you talking about?
A. Oh, I had April come in -- no, this is

a nightmare was about moving and so on and so forth.
Q. Where were you moving from and to?
A. I was moving from -- I was moving from one place in Greenwich to another place in Baltimore.
Q. I thought you did that before 2010.
A. I moved in -- I moved in 2010. Wait a minute, when did I move? Hold it. When the hell did I move? Let's see. No, it was in 2010. Yeah, I moved in 2010.
Q. So that's what you're referring to, moving in Greenwich from one location to another. How far apart was that?
A. A couple miles.
Q. Going back to 2, the bottom of Page 9, it goes to the top of Page 10. You say at the top of Page 10, hi, Liz, and then you go on to say, still waiting on my funding, going nuts. What funding are you waiting on?
A. From my foundation.
Q. Not from Liz?
A. No.
Q. Not from this lawsuit?
A. No, sir, not from this lawsuit.

Q. Did you get funding?
A. Yes, sir.
Q. Or are you still going nuts?
A. No, I got funding. I got some funding.
Q. How much funding did you get?
A. A couple thousand dollars.
Q. That's going to last a week or two?
A. Well, I'm very conservative. I was raised by Midwesterners and they don't throw money away and I'm very practical.
Q. Do you own the house you live in now in Germany?
A. No, I don't.
Q. You rent it?
A. Not yet.
Q. Who owns it?
A. It is owned by a German man but I don't know who it is because I'm actually staying there through a friend of mine.
Q. Free?
A. No.
Q. Who do you pay money to?
A. I'm going to be paying to the old woman who has been renting it for years. Right now I'm staying with friends.

Q. With friends?
A. Yes.
Q. How long have you been staying with friends?
A. For about two months.
Q. You hadn't worn your welcome out yet?
A. No, I -- I help to cook and I help to -- help her with her daughter and I've known her for 25 years and I help her out with covering electrical bills and things like that.
Q. Well, then why on January 18 do you write this e-mail at the top of Page 11, how did it go with the legal stuff, have you been able to get anything resolved?
A. Where? Which page?
Q. God, I hope so, meaning you're going to get something too.
A. No, that's not meaning that at all.
Q. Well, read it. That's what it looks like pretty clear to me.
A. Well, sure, if you want to interpret something in a way that is wrong, you can interpret it wrong but which one is this?
Q. This is at the top of Page 11.
A. Uh-huh.

Q. Okay.
A. Okay.
Q. It's dated January 18, 2010.
A. Um-hum.
Q. It's from you to your friend Liz?
A. Yeah, and I --
Q. Hugs and love is the way you end it?
A. Right. And I said, God, I hope so for her, not for me.
Q. For her?
A. For Liz, that she will resolve all of her problems and be able to move on with her life.
Q. She could easily move on with her life. She's brought this lawsuit, you understand the estate is not suing her today? You understand that?
A. Sure.
Q. We're all here because of her.
A. Well, that's -- I'm here because of her too. That's fine.
Q. Okay.
A. I'm only here to say what I know and that's it.
Q. Well, who paid for your plane ticket to Charleston in August of '07?

A. I did.
Q. Where did you get the money?
A. I was getting money from United American Ventures for my patent.
Q. And then before that, January the 5th, you ask Liz has she gotten a result in the case yet. Why are you so anxious about her case?
A. Sir, I'm not anxious about her case, I was merely worried about her.
Q. And what is it about her that's upsetting in the case to you?
A. Only that she was stressed, sir, that was all, and I didn't like to see her under stress regardless.
Q. And you write her, hi, cutie, and you end with I love you?
A. Yeah. I say that to a lot of people.
Q. Nothing physical going on between the two of you?
A. No. She's not my type. I'm not into women.
Q. Then you've got the next one again about the lawsuit, this one's 11/12 at the bottom of Page 11 and goes to the top of Page 12 and it says, subject, help, lawsuit is supposed to settle

prior to 12/31, praise the Lord. Will keep you in the loop. Things will work out for you too, don't worry. What in the world is that about? Do you have a lawsuit going?
A. No.
Q. Only lawsuit we got going is Liz's?
A. Um-hum, as far as I know unless there's something else going on that I don't know about.
Q. What was supposed to happen in 12/31?
A. I don't know. She wrote here lawsuit is supposed to settle prior to.
Q. This is you, you're writing this.
MR. KEFALOS: No.
BY MR. HOOD:
Q. Oh, I'm sorry, it is from her to you. What is she saying to you about the lawsuit ending, what is she talking about?
A. Well, she's saying that a lawsuit was supposed to be settled. I never went into detail with Liz about which lawsuit, when, where and how, I just didn't feel it was my business and it was between Liz and her family and I just stayed out of it.
Q. Who is Cherry?
A. Where?

Q. Page 14, there's a person named Cherry in North Charleston.
A. Uh-huh.
Q. Referenced in e-mail 10/13/09.
A. Yeah. Oh, yeah. I wanted to send her a present because she had a baby. That was a lady that I met that was helping take care of Bill.
Q. The week you were here before he died?
A. Um-hum.
Q. She was a care provider?
A. Yeah. Yeah. She was a very nice lady and she had a baby and I wanted to send her a present.
Q. Did Liz take a recorded statement from her?
A. I don't know. I didn't ask.
Q. Did you talk to her about Bill's care?
A. No.
Q. Why didn't you ask the professional healthcare providers that were taking care of him around the clock about the free access to morphine?
A. I didn't see that until right before he died, sir, and then realized it.
Q. Once you saw it, why didn't you bring it up?

A. I did. I almost had a heart attack.
Q. Okay, what did you say and who did you say it to?
A. I said it to one of the nurses who has access. I asked her who has access to morphine and she said it's in the refrigerator for us to use and that was all.
Q. Why is Elizabeth confiding in you about problems she's having with her daughter?
A. Because I know her daughter.
Q. And how do you know her daughter?
A. I met her at the funeral or -- or one time or another. I met her once. Yeah, I met her when she came down to Charleston.
Q. So you met her the week you were here for the funeral?
A. Um-hum. Yeah. Very nice. A very pretty young girl.
Q. What was the reason for Liz to send you Cherry's address?
A. So I could send Cherry a present for the baby.
Q. Cherry had a baby in October of '09?
A. I don't know when Cherry had the baby.
Q. When you saw her as an attendant to

Bill, was she pregnant?
A. I don't think so, no. That was years earlier.
Q. Well, why are you still keeping up with somebody that was a paid nurse, take care of a man that's dying and two years after his death and burial you're asking for the address of a nurse that was taking care of him to send a baby present?
A. Because he was so nice -- she was a nice lady and she is an African American lady and I went to Howard University and I liked her. I thought she was very nice and I found out on Facebook that she had a baby so I wanted to send her a present.
Q. What else did you find out about her on Facebook?
A. Whatever you find out about her on Facebook.
Q. No, I'm asking what you found out.
A. That she was married and having a baby.
Q. Why did you care two years after Bill's dying?
A. Because I remembered her.
Q. And how many people have you sent baby presents to in the last five years?

A. Oh, quite a few.
Q. More than one?
A. Yeah. I sent Amy Farber one up at Harvard, she's a lady I met a couple years ago and found out she had a baby and it would be a nice thing to do and my niece had a baby, I sent her a present.
Q. What was the present you sent to Miss Cherry?
A. Oh, I don't even remember.
Q. Was it something for her or something for the baby?
A. I'm sure it was for the baby.
Q. Have you ever seen any statements, recordings or any information from Miss Cherry about the care of Mr. Murray?
A. No, I haven't.
Q. What's Liz's relationship with her?
A. I don't know. I can't speak for Liz.
Q. How long did you stay in touch with her after Mr. Murray's death?
A. I didn't.
Q. Did you keep in touch with any other attendants of Mr. Murray after his death?
A. No.

Q. Did Liz?
A. I don't know. I can't speak for --
Q. Did you discuss it with her?
A. I asked her what happened to Sonny. I don't know if she knew. And Lucky, I don't know where he went either.
Q. Okay. Then the e-mail, Flavin 15 is 2/8/09. And Mr. Murray's been dead two years?
A. Um-hum.
Q. And Elizabeth writes you?
A. Um-hum.
Q. Dana, this is the letter Daddy said he would sign?
A. Yeah, I had completely forgotten about it.
Q. Well, why in the world has she got this on her computer?
A. I haven't the foggiest. You'd have to ask her.
Q. Well, you've got the only original.
A. Yeah.
Q. How does she even have a copy?
A. Well, I have no idea.
Q. This is not something you all cooked up after he died?

A. No. Well, if she wrote Dear Daddy on it and it was obviously written and given to him but this was --
Q. How much money does she tell you that she thinks she can get based on this letter?
A. She never mentioned any money that she was going to get based on this letter. I didn't ask her.
Q. Why is the letter important if she doesn't want to get money from it?
A. Mr. Hood, I don't interfere with other people's business as to how much money or what lawsuits in relationship for them, I was only witnessing the letter that Mr. Murray gave me as a favor to him because he asked me to help him out. And if I knew at the time that this was going to create total chaos, I think I would have said, heck, Bill, why don't you let James do it but I am respectful of Bill, have always been respectful of Bill and I did what he asked, that's it.
Q. Let's read what was being asked of you by Elizabeth. This is the letter Daddy said he would sign, not that he signed?
A. Um-hum.
Q. The word would is used?

A. Um-hum.
Q. Can you look and see if I left it with you?
A. Um-hum.
Q. Now, you said before she knew that you had the letter?
A. No, I said I thought she knew, I didn't know for sure that she knew. I thought maybe he had told her but I didn't know whether he had told her or not and I didn't mention it.
Q. So this is an indication to me that she didn't know whether you had the letter or not?
A. Yeah.
Q. Do you agree with that?
A. Well, that's what it looks like because I just figured that Bill would probably tell her but obviously he didn't tell her.
Q. It was from that day that I met you when he did the healthcare proxy thing.
A. Um-hum.
Q. Okay, what is that about?
A. Those were those two things that I had.
Q. And did you understand what he was signing was to give a healthcare proxy?
A. Yeah.

Q. And did he do both of them at the same time or different times?
A. He signed the first one -- let's see, which one did he sign first?
Q. The Daddy letter or the proxy letter?
A. No, he signed the Daddy letter first, I remember that because I thought it was weird that we simply went down to the bottom but couldn't decipher it anyway and then the pen started leaking on him afterwards so he didn't use that pen.
Q. Please look carefully.
A. Um-hum.
Q. This is an original draft so it may be slightly different.
A. Um-hum.
Q. So she wrote this, Dear Daddy?
A. Um-hum. That's what she says.
Q. But I lost a lot in my -- on my computer?
A. Um-hum.
Q. What's the problem with her computer? Why is she losing stuff on her computer?
A. I don't know. I've lost stuff on my computer too. I've had it totally wiped out by viruses so I don't know.

Q. Looking at EE 905.
MR. BAKER: What's your page number?
MR. HOOD: 905.
MR. SMITH: 905.
BY MR. HOOD:
Q. This is apparently a folder labeled Dr. Dana Flavin re neglect. Is that your folder or someone else's?
A. I have no idea.
Q. All right. And here's an e-mail to you from Phillips Louisa. Who is that?
A. I don't know.
Q. Here we go. Okay, it's from you to Phillips. Who's Phillips?
A. I don't remember.
Q. Well, think hard. Does Liz have names she makes up?
A. Not that I know of.
Q. And is this one of them? This is Liz, isn't it? Phillips.Louisa@gmail.com is Liz Murray, correct?
A. I don't know.
Q. Well, you sent the e-mail. Read it carefully and you tell me I'm not right.
A. Um-hum. I don't remember whether it

was Pam or to Liz.
Q. Well, Pam's e-mail is numbercruncher358@gmail.com.
A. Okay.
Q. We see that on the next page, 907.
A. Um-hum. Right.
Q. Why in the world has Liz got some made-up name here for an e-mail address that isn't her own name?
A. I haven't the foggiest. I can't answer that question, I have no idea.
Q. After all these e-mails back and forth with you and her, why aren't you familiar with why she has some pseudonym here?
A. I don't recall.
Q. How many e-mails under this address did you get, Phillips.Louisa?
A. I don't recall getting e-mails under that address. If I did, it was maybe only once. Maybe her computer was down, I don't know.
Q. This is actually e-mails you're writing.
A. Um-hum.
Q. There's no indication someone is having computer problems. Is this some top secret way for

you to communicate about neglect of Mr. Murray?
A. No.
Q. Some agenda you all have?
A. No.
Q. Is there some other account with these e-mail addresses in the world?
A. I have no idea.
Q. Any other e-mails you sent to Phillips Louisa other than these two that are on this page, 906?
A. No.
Q. Tell me about the next one, 907, where everything has been struck out of my copy and tell me what got struck out and why.
A. Well, if I could read minds and interpret I would tell you but I haven't the foggiest idea and it's from Pam so...
Q. Well, it came off of your machine.
A. From Pam.
Q. It says, I bet Helen, and then the word S-H-I-T, in her pants?
A. Yeah, this is from Pam. This is not from me.
Q. Huh?
A. This is not from me.

Q. Who is it from?
A. It must be from Pam because it says Pam Murray.
Q. Okay. When Dana called and Dad said he wants to be in New York City. What a wonderful declaration from her.
What in the world was that all about?
A. If I could read minds I could tell you, I haven't the foggiest idea, but I know I did call Bill several times and he wanted to be in New York City.
Q. What kind of declaration is she talking about?
A. I don't know.
Q. This is on the 4th of July, '07.
A. Um-hum.
Q. Why would she think Helen would be upset?
A. Well, Helen tried to control Bill in a lot of things and Bill wanted to be independent and he wanted to get into his therapy and he wanted to be in New York.
Q. Who told you all that?
A. He did.
Q. And was he -- was he encouraged to tell

you those things by either Pam or Liz?
A. Well, since I was on the phone with him and they weren't there, I can't imagine.
Q. Okay. Now, I can't tell if there are other e-mails that are off your machine or not, whether just these two pages, but I want you to tell me, you're here under oath, do you have any other e-mails?
A. No, sir.
Q. Have we been through all the e-mails we know exist?
A. I don't even recall what e-mails exist because, like I said, I've had a virus in my computer, I've had dozens and dozens of e-mails from patients, from colleagues, from research, so I don't recall any other e-mails.
Q. Well, you were able to find this one and the interesting thing is it starts off by saying there are nine messages but I only got two of them.
A. Uh-huh.
Q. Well, where are the rest of them?
A. I haven't the foggiest. I'm sorry, sir, but I really don't know.
Q. Who do we go to to get the rest of

them, whose computer, Liz, Pam's or yours or all?
A. I haven't the foggiest.
Q. And you never asked Liz why she has this other identification, Phillips?
A. No, no, because she had computer problems so I just assumed that she was using somebody else's computer.
Q. Okay. Well, this -- what's been blanked out and any other e-mails that get produced will be the subject of continuing your deposition just so you know.
A. Okay.
Q. So I can't ask you something I don't have in front of me to ask you about.
A. And I can't answer something I don't know.
Q. Where was the computer located that these and which computer were these two pages from of yours?
A. Of my computer?
Q. Yeah. They came from your computer.
A. What date?
Q. These are all July 7 -- these are all in June or July of '07.
A. Uh-huh. That computer was located in

Greenwich and then it was down in Baltimore at my sister's.
Q. And today where is it?
A. Today it's gone.
Q. Gone?
A. It's --
Q. It's not the one in the POD that's being stored?
A. No. No. No. I've got a brand new computer.
Q. And where did it go?
A. Sold.
Q. To whom?
A. I don't know, some kid from college that wanted it. I didn't get a receipt. I practically gave it to him. He said he might be able to fix it but it was viruses.
Q. Did you know the kid before or his parents or his family or anyone?
A. No.
Q. Did he have a job somewhere you were familiar with?
A. No. No.
Q. What school was he going to?
A. I think Yukon.

Q. Yukon?
A. Um-hum.
Q. Like in the Yukon territory?
A. Yeah. No, like Yukon, Connecticut, I'm not sure.
Q. University of Connecticut is Yukon?
A. Yeah, that's right.
Q. Okay. I thought you were saying like -- down here in South Carolina we don't know where Yukon is. We think it's a territory in Canada.
A. Alaska, yes, where our dear Sarah Palin is from.
Q. It's not Alaska, it's a territory of Canada. Alaska is a state.
A. Um-hum.
MR. KEFALOS: Bobby, where did these e-mails come from? These things that are labeled EEM, did you produce them?
MR. HOOD: It looks like Elizabeth Murray produced them, that's why they have EEM on them. Isn't that her initials?
MR. SMITH: Yes. Elizabeth Edwards Murray is her name.
MR. HOOD: So she's got a file labeled

Dr. Dana Flavin in re neglect and these two pages are in that. This is what was produced so ready to see the rest of it. And since she's your client, if you want to contact her, she's got some more to show us while the witness is here, it would be great instead of wasting this witness' time later and our expense.
BY MR. HOOD:
Q. On this trip to Charleston where are you staying?
A. Where am I staying? The Days Inn.
Q. Not at Liz's?
A. No.
Q. Did Liz or Pam edit your draft of this e-mail?
A. I have no idea. You'd have to ask them.
Q. On Page 906. They're from you, both e-mails. Were there any edits to the words here before they were finalized in this form by either Pam or Liz or anyone else?
A. Which one are you talking about, sir?
Q. Page 906. Let's just go ahead and mark those three pages.
MR. BAKER: Here it is right here,

Bobby.
MR. HOOD: He's got a duplicate copy.
MR. BAKER: No, I don't. This is her copy.
MR. HOOD: Okay. He's just trying to confuse the witness.
MR. BAKER: I ain't trying to confuse the witness.
THE WITNESS: You guys are unbelievable. Anyway. I don't know. This is essentially what --
BY MR. HOOD:
Q. What I'm asking is are all these words yours or did they get edited or changed with the input of Liz or Pam or anyone else in this world?
A. Not that I know of.
Q. Let's let the Court Reporter mark those three pages as the next numbered exhibit.
(EXH. 3, Xeroxed file folder label entitled Dr. Dana Flavin, Re: Neglect, with attached e-mails, EEM000905 - EEM0000907, was marked for identification.)
BY MR. HOOD:
Q. Did you have any conversations with Bill Murray in July -- on July the 4th of '07?

A. Was I in South Carolina or was I --
Q. Well, wherever you were in the world.
A. Well, I don't know. I can't remember from years ago which date exactly. I hate to do this to everybody but I have to go to the bathroom.
(A recess transpired.)
BY MR. HOOD:
Q. This e-mail we were looking at, we've got two e-mails, one to Pam and one to Liz, top of the page and the bottom of the page.
A. Uh-huh.
Q. Why are you e-mailing both of them?
A. Well, I guess I just wanted to let them know what I'd written basically.
Q. All right. Now, you're going to -- the computer that's in the POD we're going to get, you're going to put that in the box, mail it to George.
A. Okay. If I find it.
Q. Well, it will be in the POD where you put your stuff?
A. I hope so.
Q. And where is your current computer that you're using today if you were to send an e-mail today?

A. Yeah, it's in Germany.
Q. In Germany?
A. Yeah.
Q. Is it a laptop?
A. Um-hum.
Q. It's a laptop?
A. Yeah.
Q. Okay. I want to get that one as well so if you'll put that one in a box and mail it to George, we will look at the computers, ten days after we've gotten them we'll get them back to you so they'll be gone for a week in transporting and --
A. I have patients that are writing to me on a daily basis and I do not have another computer, I only have that little mini laptop.
Q. Okay. Then what is that thing, that hand-held device you're using?
A. That's my Blackberry.
Q. Okay.
A. That's not enough because I can't open up --
Q. Do you have a server that that goes to?
A. I can't open up e-mails on it -- or I mean I can open up e-mails on it but I can't open

attachments on it.
Q. Why don't you get an iPad, they're easier to open.
A. I can't afford one now. I'm trying to get situated in Germany so I can go ahead.
Q. The estate will buy you an iPad, how about that? But we want to get these two computers and look at them.
MR. KEFALOS: Is that a good trade? That's a good trade.
(Off-the-record conference.)
BY MR. HOOD:
Q. So why Liz wrote this e-mail -- why Pam wrote this e-mail about Helen, do you know?
A. No. I don't think they would be fond of Helen.
Q. Then why? I mean, in Mr. Murray's old age she was his care provider and loved him and took care of him for years.
A. Yeah, but when she got older, she was whacking him in the back of the legs and stuff like that, that's what Sonny told me, and just losing it and fighting with the caretakers and fighting with everybody that was there so I suspect that that was one of the reasons. She asked me if she should

marry him years ago, Helen did.
Q. And what did you tell her?
A. I said, well, I don't think it's such a great idea because, I said, the thing is, if you marry Bill and one of you dies, then there's going to be a war of who owns what and who owns what and so on and so forth and I don't think it would be worth it.
Q. This document, EEM 906, why are you sending it to them for approval, to Pam and Liz?
A. Well, it wasn't written for approval, it was just sent to them.
Q. Is there a company in Courtney's name?
A. Yeah.
Q. What's the name of that company?
A. Dancour.
Q. And how do you spell that?
A. D-A-N-C-O-U-R, LLC.
Q. And is it still in existence?
A. Yes.
Q. And is there any promise to make any payment to Dancour?
A. No, I started it because of my -- my hair regrowth formula, my face creams and acne formula so I could have it go into a central

company, an LLC, which I felt was much wiser than having it come as income to me so part of that money could be sent to the company as a donation and it would be helpful to me on taxes and help the foundation.
Q. Is that company making money?
A. No. No. Actually, that's what we're patenting right now and putting together.
Q. Okay. So now what is this cream you're making?
A. Ah.
Q. Is this for arousal purposes or is it preservation purposes, what is it for?
A. Preservation purposes. Actually, in fact, some of the people that are supposed to be getting investors in this used the product themselves and I'm ready to kill them because they were supposed to send to investors. It's a cream I put together in 1991 and I've been improving on it.
Q. So it doesn't have anything to do with sex?
A. Well, if you look good, I suppose then it could have something to do with sex.
Q. Does it help you look good?
A. Yes, it does.

Q. Do you use it?
A. Yes, I do.
Q. How many times a day do you use this cream?
A. Twice a day.
Q. What's the other stuff you got?
A. I have a hair regrowth formula that every man that has a balding head wants from me right now.
Q. What, do you just plow it in?
A. Yep. You just roll it -- you can roll it on or I'm going to have it as a lotion and that's why my patent lawyer is so excited about it, she's a chemist and she's been in patent law for over 30 years and she wants to put a company together with me. I've known her for about at least 10, 15 years.
Q. If you can cure baldness, I'm sure some of these lawyers around here would love that.
A. She said to me, Dana, if this works, and it does, we've tested it on --
MR. KEFALOS: On whom have you tested?
THE WITNESS: I tested it on a lawyer.
BY MR. HOOD:
Q. What does it look like now?

A. It started to grow after about a week. She said you can print your own money if it works and it does work. We're putting it together.
Q. How do I get some of this cream?
A. You don't need it. Once the patents are done then we can send out samples with the nondisclosure.
MR. KEFALOS: Don't you need some test subjects?
THE WITNESS: Yeah, that's right, but I want to have them where we are so we can make sure that we've got an MDA and everything is safe and comfortable.
BY MR. HOOD:
Q. You're going to do this on Germans, I hope?
A. Yeah. Well, no, not all Germans. I've got a friend in New York, he may get some.
Q. Well, good luck with that one.
A. Oh, it's amazing. That's why my patent lawyer went nuts. And the acne formula worked in 24 hours and it's amazing.
Q. That would be good. Teenagers would like that.
A. I used it on a young girl and her

sister with horrible cystic acne, nothing worked, Proactive, everything, that was the little girl that came to help me pack and stuff and she --

Q. I can see you're a good salesman.

A. It turned around 24 hours. I've got photos.

Q. What is the impotency cream?

A. Impotence cream?

Q. Is that just a mistypo in my notes that you're marketing some kind of cream?

A. No. We used to joke about it. One of the colleagues in Italy said we should make a Viagra cream.

Q. Do you?

A. No. We couldn't figure out what flavor to make it.

MR. KEFALOS: I was reading that they have a condom that they're marketing now that has --

THE WITNESS: Arginine.

MR. KEFALOS: -- Arginine inside it and it promotes strength or it promotes --

MS. CRAIG: Are you still on the record?

MR. SMITH: Keep on the subject,

e-mail.

THE WITNESS: We thought you could make it of nitroglycerine but afraid it would explode.

BY MR. HOOD:

Q. So far in your life you've patented one in your life and what does it do?

A. I have a patent pending for rheumatoid arthritis. The antiviral is natural.

Q. If I go to the PDR, can I find it?

A. Yeah, should.

Q. And what would I find?

A. Antiviral. I can give you the name of my patent lawyer in New York, Stan Waxman. We don't have it on the market yet.

Q. Oh, it's not on the market?

A. No, I'm negotiating with a couple companies now to market it, actually one in Germany -- two in Germany.

Q. Have you received any money or anything of value from Pam or Liz since Mr. Murray's death?

A. No, sir.

Q. Has Courtney?

A. No, sir.

Q. Has anyone to your knowledge?

A. No. I have no idea.

Q. To your knowledge?

A. To my knowledge, no, sir.

Q. Have you ever claimed that you can cure cancer?

A. No.

Q. Have you ever claimed that you can cure nonHodgkins lymphoma?

A. I can reverse it, not cure it. A cure means that it is permanently gone. It is extremely unusual to have a cure in cancer.

Q. Which name do you go by, your maiden name or your married name now that you're divorced?

A. I go by Flavin now as of two months ago but my doctor is -- my doctor of medicine is in Flavin Koenig.

Q. What?

A. Flavin Koenig is my --

Q. Right. That was your husband's name was Koenig?

A. Right. And so my -- my doctoral degree is in Flavin Koenig and I had to do what they call an umnennen in Germany, meaning changing the name back to Flavin. My passport was in Flavin.

Q. Are you actively doing any research right now?

A. Yes, I am. The foundation is doing a study with 2,000 women in India for prevention of preeclampsia and eclampsia in pregnancy, which is high blood pressure and kidney problems and so on, very dangerous situation.

Q. Who maintains your Web site for Collmed, C-O-L-L-M-E-D?

A. Originally it was Mark Ramos, who was a student, and my niece has been helping me with that.

Q. And do you get paid a salary there?

A. No, I don't.

Q. Did you ever tell anyone that you felt Mr. Murray had been poisoned?

A. I said I suspected foul play and I wasn't sure.

Q. And that was to whom?

A. That was to the top pathologist in Charleston, South Carolina.

Q. Dr. Sexton. Anybody else?

A. No, no, it wasn't to him, it was to the woman who is a pathologist.

Q. Who is that person?

A. I don't know her name. She's in South Carolina and she's in charge of --

Q. Sandra Conradi?
A. It's a woman. I don't remember her name.
Q. Okay. Anyhow, you told her that?
A. I told her that I suspected foul play. And she said, are you accusing someone of murder? And I said, no, I am not, I am merely saying that something is suspicious here and it needs to be investigated.
Q. Did anyone ever suggest to you that Mr. Murray had been poisoned?
A. No.
Q. Did you ever send any e-mails to anyone suggesting that Brianna had poisoned Mr. Murray with soup?
A. I don't recall.
Q. And the pathologist, female pathologist you talked to, did you tell her you were an MD?
A. No.
Q. Did you tell her you were a doctor?
A. Yes.
Q. Did you tell her what kind of doctor you were?
A. Yes.
Q. And what was that?

A. I'm a medical doctor.
Q. And did she think that you were a practicing medical doctor that treats human beings?
A. I don't know what she thought.
Q. But you told her you were a medical doctor?
A. I said I was a doctor. I never said I was a medical doctor, I said I'm a doctor.
Q. Did anyone ever tell you Mr. Murray's medications were improperly administered?
A. Yes.
Q. Who?
A. Sonny.
Q. Anyone else?
A. Sonny and Lucky.
Q. Anyone ever tell you he was overmedicated with morphine?
A. Well, nobody told me. I looked at his pupils of his eyes and they were so narrow that I knew there was -- that he was being given morphine before anyone even told me.
Q. Were you aware that Helen, Brianna, Hilton and Catherine were not involved with Mr. Murray's medications, that they had healthcare providers for him 24/7?

A. I was aware that morphine was in the refrigerator and accessible to everyone. I did not know who was responsible for treating him or for giving him anything.
Q. Wasn't it -- if you were there for a week, wasn't it apparent that there were healthcare providers that were providing for his health?
A. Yes, there were healthcare providers.
Q. And family members and loved ones that were there out of affection for him?
A. Exactly, which is why I was there.
Q. And neither you nor them gave medications, the healthcare providers did?
A. I do not know if they did or not. I did not.
Q. You never saw them give medications?
A. No, I did not.
Q. What conversations specifically did you have with Pam and/or Liz about Mr. Murray's health before he died?
A. Only that I was extremely concerned that he needed to have -- he should be hospitalized.
Q. And with whom did you -- other than the two of them, anyone else?

A. Walter.
Q. So you told him, the guardian appointed?
A. Right. I told him I was concerned about him and would really be better in the hospital. And Walter said, well, he has ulcers and he felt it would be more comfortable for him if he weren't moved again.
Q. And that's what the doctor at the hospital said?
A. I don't know what the doctor at the hospital said.
Q. You never talked to him?
A. No, I didn't.
Q. Did you ever talk to anyone from Interim Healthcare?
A. What's Interim Healthcare?
Q. They were a healthcare provider.
A. I spoke to the ladies every day when they came in. I asked how that would be.
Q. Who were the ladies?
A. The women that were working at Mr. Murray's apartment.
Q. Okay. What about hospice, the Lutheran Hospital lay people?

A. I -- I did not know who was hospice and who was healthcare. They don't wear labels as to whether they're hospice or healthcare so there was no --
Q. Who's Joe Pridgen?
A. Joe who?
Q. P-R-I-D-G-E-N.
A. I don't recall the name.
Q. Did Liz keep drafting statements for the healthcare providers to sign?
A. I have no idea.
Q. Did you observe healthcare providers refusing to sign statements that Liz prepared?
A. I never witnessed anything.
Q. Did she ever say anything about that to you?
A. No, she didn't.
Q. And did you ever observe Pam and/or Liz record any conversation with Mr. Murray?
A. No, I did not.
Q. Or anyone?
A. No, I did not.
Q. Did you get a copy of Mr. Murray's autopsy report?
A. Yes, I did.

Q. Who did you get it from?
A. I don't recall anymore whether -- I don't know from whom it came. I don't remember. Maybe it was from Liz.
Q. I mean, why would you get a copy of it, it's not your husband?
A. No, I was concerned about -- I wanted to see the results.
Q. What right did you have to see the results?
A. Strictly friendship and the fact that Mr. Murray had asked me to look out for him.
Q. In 2006?
A. Right.
Q. The week before he died, did he ask you to look out for him?
A. The week before he died, no. He told me how happy he was that I was there and how happy he was to see me.
Q. He told you that?
A. Um-hum.
Q. The answer is yes?
A. Yes, he did.
Q. He verbally said how happy he was to see you?

A. He said happy to see, so he couldn't -- couldn't pronounce it well.
Q. Happy see?
A. Yeah. And he wanted to kiss me.
Q. Did he?
A. Yes, he did.
Q. Did you get an e-mail -- ever get an e-mail from any of the attorneys at the Slotchiver law firm?
A. I don't remember if I did or not.
Q. Well, what would you have to do to refresh that memory?
A. I'd have to see the e-mail.
Q. Okay. So where would you look to see the e-mail?
A. Well, probably in your files, sir.
Q. No, I'm asking about something I don't have.
A. Uh-huh.
Q. That file, trying to find out if it exists.
A. No. No. No. If I had one, I'm not aware of it. If I had one, I wouldn't -- I wouldn't know where it was.
Q. Is there any reason why the

Slotchivers, any reason that you know of why they would withhold producing to us any e-mails to you or from you?
A. No. I have no idea.
Q. Who asked you to write the e-mail that you wrote about your concern about morphine?
A. Nobody asked me to write the letter -- the e-mail.
Q. You did it voluntarily on your own?
A. I certainly did.
Q. And where were you when you did it?
A. I don't remember.
Q. What computer did you use?
A. I don't remember.
Q. Well, let's look at the e-mails, see if that will help refresh your memory.
A. What year was it?
Q. This is the e-mail where you ended by saying may justice prevail.
A. Um-hum.
Q. Which is dated 8/5/07.
A. Okay. Um-hum. Right.
Q. You wrote that e-mail?
A. Yes, I did.
Q. You can hang on to that for a minute.

A. Okay.
Q. And it's dated 8/5/07.
A. Um-hum.
Q. Correct?
A. Yes, it is.
Q. And you're sending it to Mr. Slotchiver?
A. Right.
Q. To Mr. Kaufmann?
A. Um-hum.
Q. Correct?
A. Yes.
Q. And to a second e-mail address or is that your only e-mail address?
A. That's my -- that's my only e-mail address.
Q. Dear Stephen and Walter. Who is Stephen?
A. Those are the --
Q. That's Mr. Slotchiver?
A. Yeah.
Q. And you knew him as Stephen --
A. Well --
Q. -- or Stephen?
A. That's how he was introduced to me.

Q. Okay. And you knew Mr. Kaufmann as Walter?
A. Yes.
Q. And did you actually sign this or just send it as an e-mail?
A. I just sent it as an e-mail.
Q. Did anyone help you prepare this?
A. Nope.
Q. Did you ever send a copy to Liz or to Pam?
A. I don't know.
Q. Well, how did their lawyers get a copy if you didn't?
A. I sent this to them.
Q. You sent it to your lawyers?
A. I sent it to their lawyers.
Q. Okay. And you say it's your belief that Mr. Murray may have received an overdose of morphine?
A. That's right.
Q. Without permission nor jurisdiction for their application?
A. Yes. That's exactly correct.
Q. As you sit here today, that belief has not been verified, documented or substantiated

scientifically or factually, correct?
A. Not in my pharmacological opinion because it was too long a period of time.
Q. I didn't ask why.
A. For the autopsy.
Q. I'm right, correct, that concern, your belief, has not been scientifically, factually or otherwise documented, correct?
A. It has not been confirmed.
Q. Right. And you say you have extensive experience as the former science assistant to the associate bureau director for toxicology for the FDA?
A. Correct.
Q. Now, a two-year job you had in Washington?
A. No, it was '79 through '81.
Q. Did I miss something on two years?
A. Three.
Q. I see. You started in what month of '79?
A. I started in -- I also worked as a pharmacologist for a year before that.
Q. Okay. I didn't ask you that. When did you start as a toxicologist?

A. 1979. I don't remember what month.
Q. And what month did you leave?
A. The summer of '81.
Q. Of '81?
A. Yeah.
Q. Did you leave voluntarily or were you fired?
A. I left because the position was an appointed position and the director had retired.
Q. Okay. And did you have a relationship with the director?
A. No, sir. A working relationship, sir.
Q. And it goes on to say that you were a pharmacologist at the Chicago Medical School from '72 to '74?
A. Right.
Q. And that's a true statement?
A. Yes. I studied pharmacology from 1972 to 1974 -- actually, '75.
Q. And then you say as a physician, internal medicine from '91 to '99?
A. Right. I took the internal medicine board review at George Washington University in 1975 or 6.
Q. And then you refer to the Leopold

Franzens University?
A. Right.
Q. In Innsbruck?
A. Right.
Q. Specializing in biochemical pharmacology?
A. Pharmacology, correct. It was my specialty.
Q. Okay. So now all of that does not rise to the occasion to call yourself a forensic pathologist --
A. No.
Q. -- correct?
A. That's right. I have experience in it but I am not a forensic pathologist.
Q. Is there any way you could tell us who the pathologist that you talked to was?
A. Yes, Mr. Joel Sexton.
Q. No, you said it was a female.
A. Oh, no, I don't know.
Q. There's a lady named Kim Collins. Did you ever talk to her?
A. I don't recall her name.
Q. And there's a lady that I've already mentioned her name.

A. Um-hum.
Q. Sandra Conradi?
A. Yeah, I don't recall who it was.
Q. You have no way of knowing who you called?
A. No, I don't recall.
Q. Didn't you say you're not normally prone to suspicions?
A. True.
Q. Yet out of the blue --
A. No, not out of the blue.
Q. On August 5, '07 you're writing this e-mail?
A. It was not out of the blue, it was after much deliberation and concern on my part.
Q. Mr. Murray had died when or when did he die?
A. I forgot the month.
Q. Okay. I think it's the same month we're talking about, isn't it, August of '07, same time you wrote this e-mail?
A. July or August. I wasn't sure exactly what part of July or August.
Q. He died August the 7th.
A. Okay.

Q. You then you say, however, under the unusual circumstance of persons requesting repeatedly to have Mr. Murray be given morphine by Hilton Smith?
A. Um-hum.
Q. Who told you that?
A. I sat next to Hilton when he said that.
Q. Repeatedly to have Mr. Murray be given morphine. Okay, so you're saying that this is something Mr. Smith requested?
A. Yes, he did.
Q. And how many times did you hear him request it?
A. I heard him say it twice.
Q. And to whom did he say it?
A. To the attending nurse.
Q. And what was that person's name?
A. I don't know.
Q. Was it a male or female?
A. It was a female.
Q. Was she white or black?
A. She was white.
Q. And you don't know her name?
A. No, I don't.
Q. And then you say comfort medicine by

Helen Flynn and others, and you got comfort medicine in quotes?
A. Yes, Hilton.
Q. What do you mean by that?
A. Hilton called it comfort medicine.
Q. The rapid change in his medical condition from alertness to total somnolence. How do you pronounce that word?
A. Somnolence.
Q. And what does that mean?
A. Sleeping.
Q. After receiving a homemade soup from his fourth daughter?
A. Right.
Q. According to Miss Cherry.
A. Yes.
Q. She's the black care provider?
A. She's the black care provider.
Q. And has she affirmed that again to you since you wrote this e-mail?
A. No.
Q. Have you asked her to put it in writing?
A. No, I haven't.
Q. Has Liz or Pam?

A. I have no idea if they did or not.
Q. And are you saying by this sentence that Brianna poisoned the soup to kill Bill?
A. No, I'm not.
Q. And then you say, I can only surmise that the situation warrants a complete toxicological investigation with a complete autopsy, including samples from brain, liver and kidney, to ensure that Mr. Murray was not a victim of homicide.
A. Correct.
Q. Now, he's not dead yet. He's got two more days to live and yet you're writing this e-mail about his autopsy.
A. I think I wrote that afterward.
Q. It's dated August the 5th is when you sent it.
A. What year?
Q. At 10:25 PM.
A. Uh-huh.
Q. '07. He dies two days later.
A. Um-hum. So I was correct, I knew he was dying.
Q. To withhold a thorough investigation for the purpose of clearing any suspicions of

illegal actions would be to go against Mr. Murray's rights and it would be withholding valuable evidence that could alleviate suspicion.
A. Um-hum.
Q. Why are you saying all this?
A. Because I was afraid he was being poisoned and that was my concern.
Q. And you tell him -- you're telling this to Liz's lawyer, Slotchiver?
A. Um-hum.
Q. And the court appointed guardian?
A. Um-hum.
Q. Correct?
A. Yes.
Q. Mr. Kaufmann?
A. Yes.
Q. And did they react to this in a reasonable and proper manner?
A. I didn't follow up on it. They did an autopsy eventually.
Q. Then you go on to say, I suspect homicide and although I hope this is not the case, as a physician -- holding yourself out again as a doctor?
A. I am a physician, sir. I am not

licensed but I am a physician.
Q. Okay. Well, when you write someone in the United States, particularly a lawyer and say you're a physician, lawyers assume you mean you're a medical doctor --
A. Well, I don't think lawyers assume.
Q. -- licensed to practice medicine.
A. I don't think any lawyer should assume anything without asking further.
Q. Particularly from you, apparently?
A. Particularly from anyone, apparently.
Q. Because you were not saying you're a medical doctor that treats patients --
A. No.
Q. -- when you said physician?
A. I said I was a physician and I am a doctor of medicine.
Q. Did you ever explain that to any of these individuals?
A. Yes, I did.
Q. Which ones?
A. Slotchivers and Walter knew too that I was not practicing as a physician, that I was not licensed in the United States.
Q. Okay. Did they ever tell you they just

didn't flat believe what you were saying?
A. No.
Q. Did they ever say they thought you were crazy and off the wall?
A. No.
Q. Then you say, I must insist that the case be properly and thoroughly investigated to ensure justice and to prevent the destruction of essential legal evidence that would clarify the situation and vindicate any suspicions. No one else ever asked for those, just you, correct?
A. Um-hum. That's right.
Q. Is it not illegal to destroy potential evidence in a suspected homicide case when a suspicion with basis has been declared, meaning you are the declarant?
A. Um-hum.
Q. Correct?
A. Yes.
Q. I trust the justice system will prevail and that the police and legal intervention will clarify the situation to determine guilt or innocence.
A. Exactly.
Q. And now did you want to have Helen

hauled off to jail and charged with murder?
A. Sir, I didn't want anyone hauled off anywhere, I wanted to clarify a situation and that's exactly what I wanted to do.
Q. Did you want to have Hilton hauled off to jail and charged with murder?
A. Sir, I did not wish to have anyone hauled off to jail and charged with anything. I was hoping these suspicions were not valid.
Q. Have you ever written a letter in any way, shape or form similar to this about anything else?
A. No, I haven't.
Q. Involving any other human being?
A. No, I have not.
Q. I'm sorry, Mr. Murray died on August the 4th. I said the 7th and I was wrong so you wrote this the day after his death.
A. Right. I thought so.
Q. And the first time you and Mr. Hilton Smith met was at 9:00 PM on August the 3rd, correct?
A. I don't recall the time. He had come back from a trip.
Q. Okay. Was it the day before Bill

Murray died?
A. It was before he died.
Q. And whether it was the day before the 3rd or not, do you know?
A. No, sir.
Q. If he says that, would you disagree with it?
A. I would not agree or disagree because I don't have the date.
Q. Well, then would you think he's lying to say he met you at 9:00 PM on August the 3rd or not?
A. I have no reason to believe why he would lie about a date that I'm not familiar with.
Q. Right.
A. Because he knew when he came back and I didn't.
Q. Right. Why would he lie about anything here?
A. I have no idea why he would lie about anything.
Q. Don't you know that for years he ran Bill's business and took care of Bill? Don't you know that?
A. I was familiar with the fact that he

was working with Bill.
Q. Don't you know that the money that's in the estate of Bill is because of Hilton Smith, not because of anything Liz did or Pam did?
A. I believe it was in the estate because of what Bill did.
Q. And not with his partner and son-in-law, Hilton?
A. I do not -- I do not look into who makes money where it's not relevant for me.
Q. So Hilton's role in Bill's success is not something you have any knowledge of?
A. I'm not familiar with what role he played at all.
Q. And if you're right, actually he gains because his wife is a one-third beneficiary of this debt, correct?
A. If you say so.
Q. Well, if this agreement you claim Bill signed is valid and enforceable, money goes to three people, Pam, Liz and Catherine, correct?
A. Correct.
Q. You've read the agreement?
A. Yes, I did.
Q. And Catherine is Hilton's wife?

A. That's wonderful. Then she should receive what she is owed. That's only fair.
Q. When Liz called you to tell you that Bill was sick, what did she tell you?
A. She said, Daddy is dying, he's in the hospital, can you -- he wants you to come.
Q. Are any of the foundations that you've been involved in, your daughter's been involved in, had any litigation?
A. My daughter's not involved in any foundation and there's no --
Q. Whatever the thing is that you created for her. What did you call it?
A. Dancour.
Q. I'm sorry?
A. Dancour.
Q. Dancour?
A. Right.
Q. Any of those entities that involved any litigation?
A. No, sir.
Q. The letter I read let's make the next numbered exhibit.
(EXH. 4, E-mail dated 8/5/07 to slotchivers@aol.com, walterkaufmann@bellsouth.net

and dana_fk@hotmail.com from Dana Flavin-Koenig, was marked for identification.)
BY MR. HOOD:
Q. Do you agree with me that when Mr. Murray was at your house on February the 10th, '06 that he could have been under the influence of Liz doing these two signatures?
A. No, I do not agree with you.
Q. Has she ever explained to you her plan of how she's going to get money out of her father's estate?
A. She never discussed it at all with me.
Q. Has any lawyer discussed that with you?
A. No. No lawyer has discussed it with me.
Q. How they can help her or you can help them get money out of this estate?
A. No, sir.
Q. There's an e-mail dated August the 7th, (sic) '06. That's the -- is that different than this one? Do you still have a copy in front of you?
A. Um-hum.
Q. Okay. It's now Exhibit 4. Did you write every word of that e-mail?

A. August the what, sir?
MR. BAKER: August the 5th?
BY MR. HOOD:
Q. Yeah.
A. No, I don't have a copy of that.
Q. This Exhibit 4 I'm asking you about. Did you write those words, all those words?
MR. BAKER: That was August 5, '07, wasn't it?
THE WITNESS: August 5, '07.
MR. BAKER: August 5, '07.
MR. HOOD: August 5. Let me see. Yeah, okay. My notes were wrong. The document says August 5, thank you, '07.
BY MR. HOOD:
Q. Did you write those words?
A. Yes, sir.
Q. Did Liz or Pam ask you to send that letter?
A. No, they did not.
Q. Did you have any conversations with them about that letter before you sent it?
A. I told them what my suspicions were but I didn't mention that I was sending that letter on that day.

Q. When did you?
A. When did I mention it?
Q. Yes.
A. I don't recall. After the fact.
Q. Well, you'd been at Bill's house, he dies?
A. Right.
Q. You go to the funeral, you're staying with Liz, you all were talking about this a lot. Did you say, I'm going to write your lawyers, I'm going to write this guardian, we're going to get to the bottom of why he died?
A. No, I did not.
Q. Well, what did you expect with a person that had progressive disease?
A. I expected that he could have lived about two years longer if he had had proper therapy and help. And if he had stayed in the hospital, I believe that he would have had a better chance of living longer.
Q. As a vegetable?
A. No, sir.
Q. Have you ever talked to anybody in the Slotchiver law firm by telephone?
A. I don't recall speaking to them.

Q. Other than Exhibit 4, have you ever sent them any e-mails?
A. No.
Q. Any part of that e-mail, Exhibit 4, drafted or added to -- edited by Pam or Liz?
A. No, not at all.
Q. Did you draft it first and if so did you make any changes?
A. Probably not.
Q. So there are no drafts of this, this is just --
A. No.
Q. You sat down and typed it?
A. That's right.
Q. And your sole basis for thinking he had an overdose of medication is because you heard Hilton say give him some comfort medicine and you saw morphine in the icebox?
A. Right. And his pupils were constricted in the dark.
Q. Explain that to me about pupils. What does that have to do with morphine?
A. Morphine will cause a blockage of the dilating effects in the pupils and in the dark people's pupils are dilated so that they can see

through the rods -- I mean periphery of the retina and when a patient has morphine opiates, can also be codeine, they will have -- if the dosage is high enough, they will have constriction of the eyes dilating in the dark.

Q. Talking about eyes, did Bill have cataracts?

A. He did have cataracts, I believe so.

Q. Did he have macular degeneration?

A. Yeah, partial.

Q. And was he able to see?

A. Yes.

Q. The last year of his life?

A. Yes.

Q. So he could see. Did he have normal vision, could he see you?

A. I don't know if he had normal vision. He could see me and he could identify people.

Q. So how bad was his macular degeneration? Could he read a book or a newspaper?

A. I don't know. He could read before -- earlier he could read with a -- with glasses.

Q. Well, is it because of his cataracts and macular degeneration that he wanted you to read to him what he signed?

A. No, I think he wanted to know what -- he wanted to know that I knew what he was signing.

Q. Now, you're not his wife, you hadn't seen him in years?

A. I did see him.

Q. Why did he care what you knew and do?

A. He did care because he knew I was honest and he knew darn well that my main interests were always for his health.

Q. What fact of his -- about his health makes you think that he died earlier than expected?

A. Because of the internal bleeding mentioned in the autopsy.

Q. Okay. And did you expect him to die?

A. I knew that he would never live forever with Parkinson's disease but when I read the autopsy report I realized that had he stayed in the hospital, there may have been a chance of correcting that internal bleeding problem.

Q. Well, you read the autopsy report, Parkinson's is not what killed him?

A. It was the -- they were talking about arteriosclerosis and so on and so forth, internal bleeding.

Q. He had a myocardial infection, a

myocardial intestinal fibrosis?

A. Um-hum.

Q. Throughout his body?

A. Right.

Q. His blood clots --

A. Hardening of the arteries.

Q. His blood vessels were hardened, they were shutting down?

A. That's right, but he still could have been protected had he stayed in the hospital longer because they found internal bleeding in the autopsy report. But had he stayed in the hospital, they could have tested for bleeding, they would have seen it when they tested his blood and his hematocrit.

Q. His kidneys were all messed up?

A. Um-hum.

Q. That's a yes?

A. Yes, that's a yes. There was no doubt about it that he was in a later stage of Parkinson's disease.

Q. Chronic ischemic colitis, what is that?

A. Chronic ischemic colitis means that the gastrointestinal tract is not getting -- not getting proper blood. This can also happen from

morphine because it will slow down the GI tract causing constipation and problems in the gastrointestinal tract.

Q. Not a good thing?

A. Not a good thing, no.

Q. Pancreatic fibrosis?

A. Also not a good thing but he didn't appear to have diabetes, which was very interesting because he didn't have insulin in the pancreas.

Q. And he also had renal problems?

A. Yes.

Q. And he had thyroiditis. What's that?

A. Inflammatory disease of the thyroid.

Q. So he had acute ischemic condition of his colon?

A. Um-hum.

Q. Which kills people?

A. Yes.

Q. The right kidney had complications?

A. Um-hum.

Q. Which kills people?

A. Um-hum.

Q. You're saying yes when you say uh-huh?

A. Yes, fibrosis can kill people. Any one of these symptoms could kill people.

Q. He had generalized arteriosclerosis?
A. Um-hum. That means fat deposits in the blood vessel.
Q. Generalized and acute with an infarct of the colon, spontaneous massive hemorrhaging on the right?
A. Um-hum.
Q. That's a yes?
A. Yes. That's a yes.
Q. So he had myocardial fibrosis?
A. Right.
Q. Which the doctor concluded -- this is a female or a male doctor, K-R-I-S, Sperry?
A. I don't know.
Q. You never talked to that person?
A. No.
Q. Kris?
A. Hum-um.
Q. That spelling would make me think it's a lady.
A. Well, it could be -- could also be Krichna.
Q. Krichner? Okay. Did you ever get this doctor's CV or anything -- any information on this doctor?

A. No, I didn't.
Q. Telephone number?
A. No, I didn't.
Q. Who picked this doctor?
A. I have no idea.
Q. You didn't?
A. No, sir.
Q. Did Pam or Liz's lawyer pick this doctor?
A. I don't know who picked him.
Q. Now, someone's written on this that there was a 19-day delay. Do you know why from the date of death of August the 4th until this was done 19 days later why it took 19 days to get it done?
A. That's a very good question, sir. I'd like to know that myself.
Q. So you don't know that?
A. I have no idea.
Q. Do you know that the estate was doing everything they could and spending a lot of money doing it to get this done and over with so they could bury the man properly?
A. Well, I have no idea how much money they were spending or what they were doing in this.
Q. Is declining health consistent with

advanced Parkinson's?
A. Yes. Unfortunately, yes.
Q. It's an awful disease?
A. It's a terrible disease, sir.
Q. And we don't know what gave it or who gave it to Bill but he got it?
A. He got it. I was hoping he might get stem cell transplant or something along that line to help him out, that's some of the newest therapies.
Q. Was that true in '06?
A. No, they were doing -- they were only doing it experimentally, now they're doing it in Tel Aviv, Dr. Slavin is doing it.
Q. In Tel Aviv?
A. Yes, he's very good.
Q. On Jewish patients?
A. On any patients that are coming in.
Q. On Pakistani patients?
A. I have no idea. I never asked Dr. Slavin.
Q. Will be very interesting.
A. Well, actually he's shown some very good presentations on their work with stem cell research and also Dr. Steinblock in California is

working, for example, with cerebral palsy and been able to help children with that by using stem cells and stem cell transplant. What they're doing is taking autologous stem cells --
Q. What kind?
A. Autologous stem cells. Those are the ones from their own bone marrow. They stimulate the bone marrow with what they call granular colony stimulating factor, it activates the stem cells, the release, they can then harvest them and inject them back in again, using in some countries for reversing of aging and some countries with multiple sclerosis disease, amyotrophic lateral sclerosis and other diseases. Appears to be helping.
Q. It would be a miracle, would be a great miracle?
A. It's a godsend. It is a godsend.
Q. Was there anything at the FDA that helps you assess patients with advanced Parkinson's disease?
A. No, except the toxicology.
Q. And the objective sign that you saw made you think Mr. Murray had been given too much medication was the eyes not dilating in the dark?
A. And the somnolence.

Q. And the what?
A. The somnolence, the tired after he would -- after he had eaten.
Q. What's wrong with that? Everybody gets tired after they eat.
A. Not with sleeping and not waking up. That depends if it's high carbohydrate or protein.
Q. You don't like to take a nap after you eat?
A. Not usually if it's high protein, I'm ready to go. Carbohydrate releases seratonin increase and then you're more tired.
Q. So we need to switch to being vegetarians so you don't get tired?
A. No, sir, you need to switch to a high protein diet so you don't get tired.
Q. So it's okay to eat red meat?
A. Yes, it's good as long as it's not corn fed or on antibiotics.
Q. I'm going to quote you.
A. Well, pretty healthy but never gets sick or nobody's going to believe you.
Q. Did Pam or Liz ever say anything to you to arouse your suspicions to prompt you thinking about it?

A. No, no, no.
Q. Did they say someone's killing Daddy?
A. Heck no, it came straight from me. It came from my background and education and years in the clinics. I mean, I spent rotations in the clinics and if you look in my background, you'll see I spent rotations in intensive care, I spent rotations that's practical on the -- in the clinics in internal medicine, intensive care medicine and so on. And I also worked with Dr. Charles Callao in the emergency room in Southeast Community Hospital.
Q. Do you know of any occasion when the healthcare providers did not medicate Mr. Murray in the course of his treatment?
A. I can't answer that question because I wasn't there 24/7 and I didn't see what they were giving him.
Q. Then you don't know of any mismanagement of his healthcare?
A. I do from his -- it depends on which time we're talking about. If we're talking about South Carolina, I cannot say. If we're talking about --
Q. The week of his death --

A. Yes. Yes.
Q. -- is the only time we're talking about.
A. I don't know.
Q. And the time you saw him before that week of his death --
A. Right.
Q. -- goes back to '07?
A. Right. Right.
Q. Okay. And -- well, he died in '07 so goes back to -- not '07, it goes back to -- wait a minute. It goes back to '06?
A. Yeah. '06 I saw the -- and I heard from Sonny and from Lucky that he was not always getting his medications properly at the right time and that Helen was often confused or they were concerned because sometimes she would either give him too much or not give him enough.
Q. So the last time you came down to see Bill before South Carolina was what date?
A. I don't recall the date.
Q. He was at your house February 10, '06.
A. Right.
Q. Did you see him again after that date?
A. Yes, I saw him on the 28th at

Dr. Fahn's.
Q. Okay. And after the 28th?
A. And after the 28th. No, I don't believe so.
Q. And Liz calls and you get on a plane and come down?
A. Absolutely. I'd have dropped everything for Bill.
Q. I don't understand why if you thought so much about him and thought so much of him why you were together only one time.
A. It wasn't a physical relationship, it was a respect relationship.
Q. Okay.
A. Besides, he had so many other women in his life that I don't think it would have been a real good idea anyway and I was married so that was out of the question.
Q. Did you personally observe any rapid change in his condition?
A. Yes.
Q. And what was that?
A. When he -- when I arrived he was actually starting to pick up and looked -- and was more alert and more aware and then I saw him

deteriorating with sleeping all the time and having difficulty staying awake.
Q. Did Miss Cherry tell you that he had been receiving poisoned food?
A. No, she did not.
Q. Brianna was someone you met one time?
A. That's right.
Q. Did you talk to her at all?
A. Yes.
Q. What was the conversation?
A. We discussed her father.
Q. And what was said by you and what was said by her?
A. I don't recall the conversation. It was more in the fact that we considered him a bit of a rogue.
Q. A rogue?
A. Yes. A charming individual who was very much a lady's man.
Q. Okay. And who was her mother?
A. I don't know. I never met her.
Q. Do you have any support or proof that she would have tried to poison her father with homemade soup?
A. No, I have no support.

Q. What were you hoping to gain from a complete toxicological investigation and autopsy?
A. I was trying to find out if anyone had possibly given him overdoses of morphine. I wanted to alleviate any suspicions that I had.
Q. Did Pam or Liz have any theory about a possible homicide?
A. No.
Q. Did they think that by making such allegations, did they ever indicate this to you, that they could make more money from their father's estate?
A. I have no idea what they thought and they never made allegations or made any statements in any way, shape or form in relationship to that to me.
Q. In any event, a complete toxicological investigation was done?
A. Yes.
Q. Have you ever discussed with Pam or Liz any of the contents or provisions of Mr. Murray's Will?
A. No, I did not.
Q. Did you expect that you would be a beneficiary of his Will?

A. I expected not to receive anything and I did not ask for anything nor did I want anything.
Q. Did you ever discuss with either Pam or Liz the possibility of your daughter receiving anything from Mr. Murray's estate?
A. Yes, I did, and said that I did not want anything for Courtney or anything else.
Q. Okay.
A. Fish oil. I'm putting him on fish oil.
(Off-the-record conference.)
BY MR. HOOD:
Q. We're down to what the Slotchivers have and what you've got on your computers.
A. Okay.
Q. So if you get your computers to Mr. Kefalos, George sitting next to you, and I will pay the cost of -- send them by Fed Ex and we'll get them the next day, we can look at them right away, we can get them back right away Fed Ex'd to you. And let me ask you, do you want us to get them from George or do you want to send them directly to me?
A. I'll send them to George.
Q. All right. Once we've looked at them, you want me to give them back to George or mail

them direct back to you?
A. I'll leave it up to George.
Q. Let's decide now so we know what we're doing.
MR. KEFALOS: Send them straight back to Dana.
BY MR. HOOD:
Q. I'd rather give them to George so he's doing it. I'll pay for it but let's let the Fed Ex package come from his office. So it goes to his office and back from his office, that way he's satisfied that he's gotten it from you, he's given it to me, I've given it back to him and we won't do anything destructive, we're just going to see what's there.
Now, Mr. Slotchiver, he may want to know it's okay for him to give us anything from you. Let's make that clear on this record so he can read it. Mr. Slotchiver practices law in Charleston, South Carolina. Has he ever been your attorney?
A. No, has not.
Q. So anything you have or did with them is not something they've done with you as a client?
A. Not at all, no.

Q. And that's also true of George Kefalos and Barry Baker, they're not your attorneys either?
A. No, they're not.
Q. Liz's attorney, I guess. You're guessing too?
A. I'm guessing too.
Q. You don't know. Okay. They're not yours is the main thing. So we're going to ask Mr. Slotchiver to give us what's been blanked out and the complete e-mails. After that I've got your two phone numbers, we will call you, we'll set up completing this, we'll get Terri, the Court Reporter, on the phone, you'll be under oath, you're already under oath.
A. Yes, sir.
Q. And we'll finish the deposition.
A. Okay. That's perfect.
MR. HOOD: Anything else we need to do?
MR. BAKER: We got a notice from the Probate Court. We got a motion set for protective order about the deposition of Dr. Clavin on July 28, which is moot, and George sent a letter cancelling it. It's been cancelled and I will instruct you to put everybody on notice that it's been cancelled. We'll put it on the record.

MR. HOOD: The Probate Court does that so they don't have to do it.
MR. BAKER: All right.
MR. HOOD: We're on notice that the hearing is cancelled and we won't go there and wonder where you are.
MR. KEFALOS: Let's take a break and while we're taking a break, would you mark a couple of exhibits for me.
MR. HOOD: Also on the record, you asked if I produced Brianna's affidavit and we did produce it to you so you had that before today.
MR. KEFALOS: I didn't see it but it doesn't surprise me.
MR. HOOD: I've checked and we did produce it.
(EXH. 5, Letter dated 2/9/06 to Dear Daddy from Elizabeth, with attachments, FLAVIN000016 - FLAVIN000033, was marked for identification.)
(EXH. 6, Document entitled William E. Murray, FLAVIN000013 - FLAVIN000015, was marked for identification.)
(A recess transpired.)
EXAMINATION

BY MR. KEFALOS:
Q. This is George Kefalos speaking. You are Dana Flavin?
A. Yes.
Q. You knew William Murray?
A. Yes, I did.
Q. You knew him for 25 years?
A. Yes.
Q. Some?
A. Well...
Q. Can you identify this exhibit which is marked Exhibit Number 5?
A. Yes.
Q. All right. Will you turn to the page that contains some signatures.
A. Yes.
Q. Were you present when their signatures were put there?
A. Yes, from Mr. Murray.
Q. And is that Mr. Murray's signature there?
A. Yes, it is.
Q. Will you be able to tell us today how that came about?
A. He had phoned me -- he didn't phone me,

he brought something with him when he came to lunch and he -- I didn't know what it was all about but he asked me if I would witness something for him and I said, sure, why not.
Q. And is that your signature as a witness there?
A. Right.
Q. And there's a date next to your witness signature?
A. Right.
Q. And that date is?
A. February 10, 2006.
Q. Tell us a little bit about your personal background. Where do you live currently?
A. I'm presently in Germany south of Munich in Schonberg.
Q. How long have you been in Germany?
A. I've been in Germany since March off and on. I've been back and forth.
Q. All right. Did you live in Germany before March?
A. Yes, I did. I lived in Germany from 1985 until 2005.
Q. Where are you from originally?
A. Flossmoor, Illinois.

Q. I'm sorry?
A. Flossmoor, Illinois.
Q. And are you married?
A. No, I'm not. Divorced.
Q. You're divorced. Do you have any children?
A. I have one.
Q. A daughter?
A. Yes.
Q. Would you summarize for us your educational background.
A. Okay. My -- five years of psychology and chemistry but it took a little bit longer because I was in the hospital for six months with a broken neck so I had to transfer from Southern Illinois to Loyola University and finish my degree there, then I was -- I spent four -- three years, three years in pharmacology, actually started in '71, in '71, '72, I can't remember exactly, in pharmacology, neuropharmacology, and then I went to Washington, DC to take anatomy and I was -- and afterwards I was appointed -- well, first I was a pharmacologist at FDA and I took additional medical courses while I was -- while I was at Georgetown.
After Georgetown I worked with

Dr. Callao, who is head of intensive medicine and internal medicine in Southeast Community Hospital, then I went on to FDA, was a pharmacologist for a year at FDA and then was appointed as science assistant to the associate bureau director of toxicology for three years. And after that I went to Howard University because I was very interested in the effects of nutrition and nutrients in relationship to cancer as I had seen that many nutrients had pharmacological activities so I spent four years summa cum laude at Howard and then moved to Germany.
And in Germany nothing was recognized so I started medical school after the third year so they recognized what they called the physical and then I studied medicine for six years in Germany and two years in Austria.
Q. Do you have a medical degree?
A. Yes, I do.
Q. Good. Is this a copy of your curriculum vitae?
A. Yes.
MR. KEFALOS: Could we mark that as Exhibit Number 7.
(EXH. 7, Curriculum Vitae, with

attachments, was marked for identification.)
BY MR. KEFALOS:
Q. Can you tell us how you first met Bill Murray.
A. I was -- I went up to New York on his invitation after Helen Coley Nauts introduced the two of us and he asked me to come up to New York to discuss my research in breast cancer.
Q. All right. What was his interest in breast cancer?
A. He had lost two wives I believe and both had breast cancer.
Q. Okay. Did you develop a relationship with him?
A. Yes, I did.
Q. Were you ever intimate with him?
A. Yes, once.
Q. When was that?
A. In 1985 in March.
Q. What was your marital status at the time?
A. I was single.
Q. Had you previously been engaged?
A. Yes, I had been.
Q. And what happened to the engagement at

the time that you were with Mr. Murray?
A. Well, I called that off in January when my husband didn't tell anyone that we were engaged and I was so insulted that I said this is ridiculous.
Q. Your husband was an American?
A. No, he was German.
Q. Or your fiance?
A. Right.
Q. So you had -- you were engaged to a German, you broke off the engagement, you had an affair with Mr. Murray. Did you subsequently marry?
A. Yes, I did.
Q. And did you marry the German who you had been previously engaged?
A. Yes.
Q. You have a daughter?
A. Yes.
Q. When was the daughter born?
A. She was born on the 2nd of January, 1986.
Q. The following year?
A. Yes.
Q. Do you know today who the father is?

A. Yes, I do.
Q. And who is the father?
A. Mr. Murray.
Q. When did you first learn that for sure?
A. I learned it for sure after.
Q. How did you do that?
A. I had sent in a toothbrush from my daughter.
Q. You had a DNA test done?
A. Yes.
Q. Now, back when she was born, did you suspect that Mr. Murray might have been the father?
A. Not until several months later when I realized that something was wrong, that she was absolutely healthy and not premature and I had nothing -- I had purchased nothing because I didn't expect her to be coming in January, I expected her at the end of February or March.
Q. Did you tell your new husband that you suspected he was not the natural father --
A. No, I did not.
Q. -- of your daughter? Did you tell your daughter that you suspected --
A. No, I did not.
Q. -- Mr. Murray was the father?

A. No, I did not.
Q. All right. As your daughter grew up, did you eventually have any conversations with her about who was the father, who was her father?
A. No. I told her that Bill was a godfather.
Q. Okay. Have you or your daughter made any claim against the estate of Mr. Murray?
A. No, none whatsoever.
Q. Your daughter is his daughter, is she not?
A. Yes, but it's completely unimportant to me. I want the child to just have a normal life and go on. I don't want it to be mixed up in that family.
Q. Okay.
A. The relationship problems and so on.
Q. So she still has a relationship with the man she believes is her father?
A. Yes.
Q. And he believes that she's --
A. Yes.
Q. -- his daughter?
A. Yes.
Q. And you have done nothing to disturb

that relationship?
A. No, and I would not.
Q. Okay. Tell me, do you know Elizabeth Murray?
A. Yes, I do.
Q. That's one of Bill Murray's daughters?
A. Yes, it is.
Q. When did you first meet Liz Murray?
A. I first met Liz on the 10th of February in 2006.
Q. And is the 10th of February the date that this document was signed that was marked Exhibit 5?
A. Yes.
Q. Good. Now, how was it that Mr. Murray and --
A. Exhibit 6.
Q. I'm sorry?
A. Exhibit 6. That's Exhibit 5.
Q. Exhibit 5?
A. Yes.
Q. How is it that Mr. Murray and Liz Murray came to be at your house?
A. Well, I invited Bill to dinner and he said he was bringing Liz.

Q. Now, this is some 25 years after you had had the one-night stand with him. Had you maintained relationships with him?
A. As a friendship, not as -- only platonic.
Q. Okay. So you kept in touch together over the years?
A. Yes.
Q. And did you visit from time to time?
A. Yes.
Q. Did you stay at his home?
A. Once I did when he was living in an apartment with Helen.
Q. And Helen was his paramour?
A. His live-in girlfriend.
Q. And did you ever travel with them together?
A. No, but I met him in Greece once when I came to a meeting. That was before Helen though, I think. Yes, it was before Helen.
Q. So the idea of your calling him and inviting him to dinner didn't come out of the blue?
A. No, I called him a lot of times and sent him cards and visited over the years.
Q. Where were you living at the time?

A. I was living in Germany. When, in 2006?
Q. In 2006.
A. In 2006 I was living in Greenwich, Connecticut.
Q. Okay.
A. I had moved back in 2005 in August.
Q. Good. Now, Exhibit 5 and Exhibit 6, would you -- can you identify the signature on Exhibit 6?
A. Yes.
Q. Whose is that?
A. It's Mr. Murray's.
Q. And were you there when he signed it?
A. Yes, I was.
Q. And did you sign as a witness?
A. Yes, I did.
Q. And did you date it?
A. Yes, I did.
Q. All right. These two documents, could you tell us first about this one which is called Exhibit 6 and is labeled William E. Murray?
A. Um-hum.
Q. How did this come into existence, do you know?

A. Well, he gave it to me and I knew that he wanted to have changes made in his healthcare.
Q. Okay.
A. And so I am assuming that he either dictated or he read it or whatever, I have no idea, I didn't -- I don't know where it came from.
Q. When you say he gave it to you, do you mean Mr. Murray?
A. Yeah, Mr. Murray handed this to me.
Q. Did he bring it with him when he came to your home?
A. Yes, he did.
Q. Where was he carrying it?
A. He was carrying it in his briefcase.
Q. Good. Now, you said that he had -- you had talked with him about his satisfaction with the quality of his healthcare?
A. Yes, in 2005 at Thanksgiving and afterwards telephone conversations that he was very concerned about his health and wanted me to find him a new neurologist so I did.
Q. In 2005 at Thanksgiving did you see him?
A. Yes, I did.
Q. Where did you see him?

A. He came to dinner.
Q. Oh, to your house?
A. Yes.
Q. And you discussed the quality of his care?
A. Yes.
Q. You made an effort to find him a neurologist?
A. Yes. Yes. I saw that he was having trouble standing up and he was having trouble in moving. He was having some freezing movements as is typical.
Q. As is typical of what?
A. Parkinson's disease.
Q. He was suffering from Parkinson's disease at the time?
A. Yes, he was.
Q. And did you find him a neurologist?
A. Yes, I did.
Q. Who was that?
A. Dr. Fahn.
Q. Where is he located?
A. He's in Columbia, Presbyterian, St. Luke's in New York.
Q. And did you make any effort to get

Mr. Murray to see Dr. Fahn?
A. Yes, I did, I went with him. I made an appointment for him and I went with him with his caretaker, Sonny.
Q. Okay. The second document that we have here which is marked Exhibit 5 is entitled Dear Daddy.
A. Um-hum.
Q. How did you get that document?
A. He handed me both of them.
Q. He was carrying them in his --
A. Yes, in his briefcase.
Q. All right. What did he tell you about the Dear Daddy document?
A. He didn't, he just said I want you to -- I want you to read this and then I want you to witness -- I want you to witness my signature.
Q. All right. And did you read it?
A. Yes, I did.
Q. Did you read it aloud or to yourself?
A. I read it aloud.
Q. And did you discuss it with him after you read it?
A. No. It was his business. I didn't feel that it was my place to discuss it because it

was between himself and his family member.
Q. Okay. Was there anybody else in the room at the time Mr. Murray signed Exhibit 5 and Exhibit 6?
A. No, there was not.
Q. Just you?
A. Just myself.
Q. All right. Did Mr. Murray review the documents himself before he signed them?
A. Yes, he did.
Q. All right.
A. He looked at them again.
Q. And is there any question in your mind that the signatures contained in Exhibit 5 and Exhibit 6 were actually those of Mr. Murray?
A. Yes, they were the same signatures. He had his own pen and he signed the first one and then he had to go to the bathroom and the pen was leaking and so he -- he used another pen. I had several on the table.
Q. To sign the documents?
A. Yes.
Q. And you witnessed both signatures?
A. Yes, I did.
Q. And you dated both signatures?

A. Yes, I did.
Q. So let me understand this. Liz brings her father to your house to meet you for the first time?
A. Yes. I was very nervous about meeting her because I had never met her before and I didn't meet any of the family members.
Q. And Mr. Murray says he wants you to witness some documents?
A. Yes.
Q. Liz left the room?
A. She said could I use the computer. She went to use the computer and he said, can you witness something for me, and I said sure.
Q. Okay. Now, you are a medical doctor?
A. I am a physician with a degree but I am not licensed.
Q. I see. And have you ever had occasion to evaluate people's mental status before February 10, 2006?
A. Yes. Regularly in internal medicine and intensive medicine in rotation in departments of medicine.
Q. You had known Mr. Murray about 25 years at the time he signed this document?

A. Yes, about 20 -- well, about 23, 24.
Q. 23, yeah.
A. Something like that.
Q. And you had seen him as his health had deteriorated over the years?
A. Yes, I had.
Q. And how long was Mr. Murray in the room with you that afternoon he signed the documents?
A. He was there several hours because we ate afterwards.
Q. What was his mental status that day?
A. He was clear. He was pretty -- he was clear. I found him mentally clear. His speech was still slow and his movement was slow but his mind was clear.
Q. Was he able to engage in a two-way conversation?
A. Yes, he was.
Q. Was he coherent?
A. Yes, he was.
Q. Did he respond appropriately to the questions?
A. Yes, he did.
Q. Was he animated?
A. Well, Parkinson patients are not

terribly animated. In fact, that's one of the symptoms, they have a very sort of flat face. He was alert.
Q. Okay.
A. And whenever Bill was around me, he was very, very positive, very happy.
Q. While you were there, while Mr. Murray was at your house, did you observe anybody fussing at him?
A. No, just when he came in, Liz making sure that he was walking okay and Sonny holding on to make sure that he could walk all right.
Q. What I'm asking about, was anybody pressuring him to sign these documents?
A. No. There wasn't anyone there.
Q. Did it appear that anybody had stage set the signing before?
A. No. Bill -- Bill was not the type of person that let pressure get to him and there wasn't any pressure that was noticed. His behavior was completely normal.
Q. After dinner Mr. Murray departed?
A. Yes.
Q. What happened to the originals of the documents?

A. He asked me to put them away.
Q. And did you keep them?
A. Yes, I did.
Q. And how long did you keep those documents?
A. For years and completely forgot about them.
Q. Okay. And there came a time when you were reminded of them?
A. Yes.
Q. What did you do with the documents?
A. I sent them on to Elizabeth Murray's lawyer.
Q. That was me?
A. Yes, it was.
Q. You sent them registered mail?
A. I sent them registered to George.
Q. And you've seen the originals here today?
A. Yes.
Q. When you exchanged farewells with Mr. Murray that day, did he make eye contact with you?
A. Yes, he did.
Q. Was he aware of his surroundings?

A. Yes, he was.
Q. Did he understand what had happened?
A. He was mentally clear so I'm -- I would assume that he knew what was happening because he was mentally clear and he said good-bye and thanked me for the food and so on and so forth.
Q. Okay. Did you stay in touch with him after that date?
A. Yes, I did.
Q. And what was your interest?
A. I was concerned about his health and I wanted to make sure that he went further to Dr. Fahn and that he was getting proper care and proper medication.
Q. Good. Okay. Finally, let me ask you, when Mr. Murray signed these documents marked Exhibit 5 and Exhibit 6, is there any question in your mind about his ability to understand what he was doing?
A. No. Not at all. Not at all.
MR. KEFALOS: Good. That's all the questions I have. Thank you.
THE WITNESS: Thank you.
(WHEREUPON, the proceedings concluded at 6:00 PM.)

SIGNATURE OF DEPONENT
DEPONENT: DANA F. FLAVIN, MD
DEPOSITION DATE: JULY 19, 2011
REPORTER: TERRI L. BRUSSEAU, RPR, CRR
CASE CAPTION: IN THE MATTER OF WILLIAM E. MURRAY

(Please return both Signature of Deponent pages)

I, the undersigned, DANA F. FLAVIN, MD, do hereby certify that I have read the foregoing deposition and find it to be a true and accurate transcription of my testimony, with the following corrections, if any:

PAGE	LINE	CHANGE	REASON

SIGNATURE OF DEPONENT (CONTINUED)
DEPOSITION DATE: JULY 19, 2011
REPORTER: TERRI L. BRUSSEAU, RPR, CRR
CASE CAPTION: IN THE MATTER OF WILLIAM E. MURRAY

PAGE	LINE	CHANGE	REASON

DANA F. FLAVIN, MD Date

I, TERRI L. BRUSSEAU, Notary Public for the State of South Carolina at Large, do hereby certify that the deponent was advised of his or her right to read and sign said deposition both verbally and in writing. If the deponent fails to execute and return foregoing Signature of Deponent pages within the thirty (30) days allowed pursuant to the Rules of Civil Procedure, the original transcript may be filed with the court.

TERRI L. BRUSSEAU, RPR, CRR
My Commission expires
March 24, 2016

CERTIFICATE OF REPORTER

I, Terri L. Brusseau, Registered Professional Reporter and Notary Public for the State of South Carolina at Large, do hereby certify that the foregoing transcript, Pages 1 through 390, is a true, accurate and complete record.

I further certify that I am neither related to nor counsel for any party to the cause pending or interested in the events thereof.

Witness my hand, I have hereunto affixed my official seal this 15th day of August, 2011 at Charleston, Charleston County, South Carolina.

_____

Terri L. Brusseau,
Registered Professional Reporter,
Certified Realtime Reporter
My Commission expires
March 24, 2016.

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EXHIBITS

EXH. 1, E-mail chain dated 2/16/06 to pammurray1021@yahoo.com from MizLiz1011	238	16
EXH. 2, Handwritten document entitled Notes for: William E. Murray, FLAVIN000041	255	25
EXH. 3, Xeroxed file folder label entitled Dr. Dana Flavin, Re: Neglect, with attached e-mails, EEM000905 - EEM0000907	309	19
EXH. 4, E-mail dated 8/5/07 to slotchivers@aol.com, walterkaufmann@bellsouth.net and dana_fk@hotmail.com from Dana Flavin-Koenig	344	24
EXH. 5, Letter dated 2/9/06 to Dear Daddy from Elizabeth, with attachments, FLAVIN000016 - FLAVIN000033	366	17
EXH. 6, Document entitled William E. Murray, FLAVIN000013 - FLAVIN000015	366	21
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STATE OF SOUTH CAROLINA IN THE PROBATE COURT
COUNTY OF CHARLESTON CA NO. 2007-ES-10-1116

IN THE MATTER OF: THE ESTATE OF WILLIAM E. MURRAY

DEPONENT'S COPY
TO READ & SIGN

DEPOSITION OF: JEFFREY H. YOUNG

DATE: January 20, 2009

TIME: 9:30 a.m.

LOCATION: Residence of Jeffrey H. Young
1569 Brianna Lane
Charleston, SC

TAKEN BY: Counsel for the Estate
of William E. Murray

REPORTED BY: PATRICIA THOMPSON-MORRISON
Registered Professional Reporter

A. WILLIAM ROBERTS, JR., & ASSOCIATES
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APPEARANCES OF COUNSEL:

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JEFFREY H. YOUNG
being first duly sworn, testified as follows:
EXAMINATION
BY MS. CRAIG:
Q. Good morning, Mr. Young. My name is Molly Craig and we met off the record. I'm an attorney with the Hood Law Firm here in Charleston and I represent the estate of William Murray. We are at your residence at Brianna Lane. We are actually in the garage right now because it is my understanding your mother is inside of the house and watching television at a loud volume, so you have requested that we be out here in the garage; is that correct?
A. Uh-huh.
Q. As we discussed prior to the deposition, this is one of the coldest days of the year. So I am going to try to ask all of the questions that I have at this one time this morning, but due to the weather conditions I might not be able to complete the deposition, but I'm going to do the best that I can.
Do you understand that?
A. All right.
Q. Sir, would you please state your full name.
A. Jeffrey Howard Young.
Q. May I have your date of birth, please.

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A. 9/18/51.
Q. Mr. Young, have you ever given a deposition before?
A. No, ma'am, I haven't.
Q. You are a witness to some creditors claims that Miss Murray has filed against the estate of William Murray, and because you are a witness to those alleged claims that is why I'm taking your deposition today.
The court reporter here will be taking down all of the questions that I ask and the answers that you give. If at any time you do not understand one of the questions that I ask, will you please ask me to rephrase it or ask the question again so that you do understand it?
A. Yes, ma'am, I can do that.
Q. And if you answer one of the questions that is asked of you in your deposition, we will assume that you are answering that question truthfully pursuant to the oath you have just taken.
A. Yes, ma'am. I will be happy to swear on a Bible if it helps any here.
Q. Sir, you understand that you have taken an oath to tell the truth today; is that correct?
A. Yes, ma'am.

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Q. And you understand that although we are here in your garage right now taking your deposition, the answers that you give today are just as if you were in a court of law.
A. Yes, ma'am.
Q. Mr. Young, I sent a subpoena for your deposition today. Did you get a copy of that subpoena?
A. Yes, ma'am. I hope you don't ask me if I have it handy.
Q. No, sir. I actually brought an extra copy with me which I would like to mark as Defendant's Exhibit 1.
Sir, I must have left it in the car, but you recall receiving a subpoena?
A. Yes, ma'am.
Q. And you actually spoke with my office about setting up this deposition at a time suited to your schedule.
A. Yes, ma'am.
Q. And we appreciate your help in that regard.
Sir, are you taking any medication today that would affect your ability to give truthful and accurate responses to my questions?
A. Yes, ma'am.

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Q. You are taking medication that could affect your ability --
A. Yes, ma'am.
Q. -- to give truthful testimony?
A. I have morphine. I'm on pain pills, low blood sugar, but I will tell you to the best of my recollection the events that I witnessed.
Q. Sir, if you will, please, give me a list of the medications that you have taken this morning so we can make a determination of whether or not we need to postpone your deposition until you are not medicated.
A. Ma'am, I'll be on this medication forever and ever.
Q. Does this medication affect your ability to give truthful responses to the questions I'm asking you?
A. Ma'am, I'm telling you that my memory is not great, but I will tell you the truth as I know it.
Q. Yes, sir. That's all that we're asking. I'm not asking that your memory be infallible. All I'm asking is that you give truthful responses.
A. Yes, ma'am. I'm going to tell you the truth.
Q. The medication that you are taking today would not prohibit you from giving truthful

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responses?
A. No. What it does is affects my memory.
Q. Tell us what medication you are taking.
A. Morphine sulfate. I have an implanted morphine pump.
Q. Let's stop there. You have a patient controlled administration of a morphine pump?
A. No. It's self controlled. It keeps steady supply of morphine going to my injury, which is a back injury of spondylolisthesis.
Q. You have an injury to your back for which you take morphine?
A. Yes.
Q. How long have you been taking morphine?
A. Since '93.
Q. Has your physician indicated that at some point you may stop taking morphine?
A. No, ma'am.
Q. You believe that this is going to be an on-going need?
A. I will be on it until I die.
Q. You have been on the morphine since 1993 continuously? Have you been using the morphine since 1993 until today?
A. Yes, ma'am.

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Q. What doctor prescribes that medication for you?
A. Dr. Mark Netherton installed the original morphine pump and also the secondary pump, and now I'm under the care of Dr. Nolan at Trident Pain Center.
Q. Has the pump been implanted in your body?
A. Yes.
Q. It's not on the outside?
A. No; it's inside.
Q. What other medication are you taking other than the morphine sulfate?
A. Vicodin.
Q. Did you take any Vicodin this morning?
A. Yes, ma'am.
Q. Do you always take Vicodin in the morning?
A. No. That Vicodin is a supplemental pain -- when I feel it necessary.
Q. How many Vicodin did you take this morning?
A. I took one 750 milligram Vicodin.
Q. Any other medications, sir?
A. Yes, ma'am. I took a muscle relaxer, some weird name that I couldn't tell you unless I go get the bottle and looked at it.
Q. Is that also prescribed by Dr. Nolan?

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A. Yes.
Q. Is the Vicodin prescribed by Dr. Nolan?
A. Yes.
Q. What other medications, sir, are you taking?
A. I take diabetic -- that's oral insulin. It's prescribed also. I doubt that has any effect, but I am taking it.
Q. Any other medication?
A. A cholesterol pill once a day, and I'm on baby aspirin.
Q. Have we covered all of the medication that you currently take?
A. Yes, ma'am.
Q. May I have your current address, please.
A. 1569 Brianna Lane, Charleston, South Carolina.
Q. How long have you resided at that address?
A. I moved over here in 2003.
Q. Who resides at Brianna Lane with you? Who else lives in the home with you?
A. My mother, Lucille Buette Young.
Q. Anyone else live in this house?
A. No. I have a caregiver that comes in occasionally.
Q. Does the caregiver provide care to you and

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your mother?
A. No, just my mother.
Q. Does your mother have a disability?
A. She's 94 years old and with dementia.
Q. Prior to living on Brianna Lane where did you live?
A. 925 Dolph Bluff Road, James Island.
Q. How long did you reside at that address?
A. I moved, I believe, in '83.
Q. Did you live on Dolf Bluff Road from 1983 until 2003?
A. Yes, ma'am.
Q. Prior to that time where did you live?
A. My next one was I was back at my parents' house at 1205 Midvale.
Q. Where is that?
A. Prior to that?
Q. No. Where is 1205 --
A. James Island.
Q. Were you born and raised on James Island?
A. No; I was born downtown Charleston.
Q. Have you always lived in the Charleston area?
A. Yes, ma'am.
Q. Where did you go to school when you were growing up?

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A. Of course Charleston High.
Q. When did you graduate?
A. 1969.
Q. Did you pursue any further education after you graduated from Charleston High?
A. Two years at Trident Tech, four years at the College of Charleston.
Q. Did you graduate from College of Charleston?
A. No, ma'am. I have not received a diploma from the College of Charleston. I'm lacking three or four courses. I went to the shipyard and went in the apprentice program; moved up through there.
Q. Tell me about your work history. You went to the apprentice program at the shipyard and then what did you do?
A. Went into the pipefitters shipyard, through four years in the apprenticeship program, three years of journeyman mechanic. Then I moved from WS level up to the GS level, which was GS 12, I believe, with Code 3200 intermediate maintenance activity, nuclear planning yard. There I was a radiological technician, but what I actually did was computer work for them.
Q. Were you always employed by the shipyard?
A. I've had temporary jobs prior to that, but

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that was my career, was at the shipyard.
Q. At what point did you stop working at the shipyard?
A. 1993 when I had my accident.
Q. Tell me about your accident, sir.
A. Well, I had eaten lunch. And we weren't allowed to smoke in the office, and I sat outside on little porch we had on a scoop chair. I lit a cigarette, put my lighter back in my shirt pocket and knocked a 29 cent government pen to the floor. I bent over to pick up the pen, and that's when I started screaming and they were carrying me to the hospital. I snapped a wing on one of my discs.
Q. You injured your back by leaning over to pick up a pen?
A. Yes. I think the wrong way at the wrong time, they said.
Q. Have you had any surgical procedures to your back?
A. They debated surgery, and the risk is too great from where the injury is, that I would have to be a lot worse, screaming my head off before they would attempt it.
Q. Do you know where the injury is to your back?
A. L5-S1.

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Q. Are you currently seeing a neurosurgeon? Are you currently seeing a doctor for your back problems?
A. Yes; Dr. Nolan.
Q. Have you been able to work since 1993?
A. No, ma'am.
Q. Have you been rendered disabled --
A. Yes, ma'am.
Q. -- by the government?
A. I'm on full compensation, workmen's compensation, and probably will be until the day they put me in the ground.
Q. So you are currently receiving full worker's compensation?
A. Yes.
Q. Did your employer challenge your claim for worker's compensation?
A. No, ma'am.
Q. Are you receiving any other type of disability benefits other than worker's compensation?
A. No, ma'am.
Q. Do you receive any other income other than the worker's compensation?
A. No, ma'am.
Q. Have you ever been married?
A. Yes, ma'am.

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Q. Are you currently married?
A. Yes, ma'am.
Q. May I have your wife's name, please.
A. Why?
Q. She might be a witness in the case. I don't know.
A. She wasn't.
Q. If you are currently married, do you mind giving me your wife's name?
A. Yes, I do.
Q. You refuse to give me her name?
A. Yes, ma'am.
Q. Does she live in the home with you?
A. No, ma'am.
Q. Do you have any children?
A. No, ma'am.
Q. You and your wife never had any children?
A. No, ma'am.
Q. Do you have any other relatives that live in Charleston County other than your wife and your mother?
A. Yes, ma'am.
Q. May I have those names, please.
A. My brother, Ernest Young; his wife, Barbara Young. I believe he moved -- I have no other

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relatives in this area now.
Q. Does your wife live in Charleston County?
A. Yes.
Q. But she doesn't live in this home with you?
A. Not right now, no.
Q. Do you have any other relatives by blood or marriage that live in Charleston County other than your wife and your mother?
A. No.
Q. May I have your mother's full name, please.
A. Lucille Buette Young.
Q. Have you ever been involved in any lawsuits before?
A. No, ma'am.
Q. Have you ever been personally sued?
A. No, ma'am.
Q. How often does the caregiver come to your house for your mother?
A. Ma'am, a couple hours in the morning, early morning. 6:00 to about 8:00 usually. Today she's going to stay until 10:00 or 10:30. And she will come if I have -- if momma takes a fall and I need her or I've been going straight with her and need some rest, she'll come over, and I get my brother to come over sometimes.

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Q. When the caregiver is not at the house providing care to your mother, are you the sole caregiver for her?
A. Yes, ma'am.
Q. Even though you do have a disability, are you able to provide care to your mother?
A. I can watch her walk, and if she falls I can call for assistance. I can't lift her if she's falling, but I can bring her a cup of soup or . . .
Q. So you are able to give limited care to your mother?
A. Limited care.
Q. You can give her food and drink?
A. Uh-huh.
Q. But if she has a fall you would have to call someone to assist in getting her up?
A. Yes.
Q. How often does she fall?
A. Sometimes, ma'am, it seems like once a month. You know, like it's scheduled. She's very unsteady on her feet and walks with a walker.
Q. Does she have to go to the hospital from time to time because of those falls?
A. Yes, ma'am.
Q. When is the last time your mother needed to

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go to the hospital?
A. A month and a half ago.
Q. Who takes care of the house cleaning?
A. Florence does a little bit of straightening up and vacuuming.
Q. Is Florence the caregiver that comes in the morning?
A. Yes.
Q. Who cooks the meals?
A. Florence cooks her breakfast and I'll heat up a can of soup for lunch or put a potato in the microwave.
Q. Who does the grocery shopping?
A. I do.
Q. Are you able to drive?
A. I can drive limited distance, about 10 or 15 miles, and I want to get up and move a little bit.
Q. You are able to physically go to the grocery store and do the grocery shopping?
A. Uh-huh.
Q. Is that a yes?
A. Yes.
Q. I should have told you at the beginning of the deposition, since the court reporter is taking down everything that we say, she is unable to record

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a nod or a shake of the head. It's very natural just to nod your head. So if I ask you is that a yes or is that a no, that's the reason why.

Are you also able to do errands that are close by?

A. Yes. I run to the drugstore, Wal-Mart, but I can't leave her alone. Somebody has to be here when I go.

Q. How about the yard work and the gardening; who takes care of that?

A. The grounds people for the homeowners association. They do that.

Q. Have you done anything today to prepare for this deposition?

A. No.

Q. Have you spoken with anybody about this deposition?

A. No, ma'am.

Q. Of course you spoke with my office about setting up the deposition; is that correct?

A. Yes, ma'am. I did do that, and I looked at a calendar trying to remember what day it was. I believe it was on July 21st, to the best of my recollection.

Q. You indicated that you looked at a calendar

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to see what day it was. What day are you describing?

A. I assume this is about a paper I witnessed Mr. Murray signing over at Pam's house.

Q. Where is Pam's house?

A. I don't know the address. It's the house right at the end of the cul-de-sac there.

Q. Are you referring to Pam Murray?

A. Yes. I knew them well.

Q. You said you knew "them" well. Who are you referring to?

A. Pam and her significant other, Larry Bump.

Q. How did you come to know Pam Murray and Larry Bump?

A. They moved in about 2005 and I went over and said hi, and that's where we met.

Q. Have you spoken with either Pam Murray or Larry Bump about your deposition today?

A. No, ma'am.

Q. Do you know Elizabeth Murray?

A. I've met her one time.

Q. When did you meet Elizabeth Murray?

A. She was down visiting Pam and Pam introduced me to her as her sister. And Elizabeth was doing stuff in the unit next door to mine. They were having furniture and packages delivered. I signed

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for a few of them. She was getting ready to fix the place up and going to do some remodeling and . . .

(Discussion off the record.)

BY MS. CRAIG:

Q. Mr. Young, may I have your social security number, please.

A. 248-02-6128.

Q. And this is a question that we ask everybody that is being deposed, so please don't take any offense to it. Have you ever been arrested?

A. Traffic things count where --

Q. No, sir.

A. No, ma'am.

Q. Other than traffic violations.

A. No, ma'am.

Q. Did you know Pam Murray and Larry Bump before they moved into your neighborhood?

A. No, ma'am.

Q. Is this subdivision called the Meridian? Is this area of houses called the Meridian?

A. Meridian Place.

Q. How did you decide to move to Meridian Place?

A. I was driving by and looked at one of the units and liked them and looked and looked. I couldn't find one. Finally found a lady that

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wanted to sell her contract, and I bought it within two minutes of looking at it.

Q. That was in 2003?

A. Yes, ma'am.

Q. And do you own this house?

A. Yes, ma'am.

Q. When is the last time you spoke with Pam Murray?

A. I spoke with Pam sometime before Christmas. She was in town. They had moved to Atlanta and she stopped by to see momma and me. And Larry -- it's been months and months since they moved. I don't think I have talked to them since they moved.

Q. Do you know when they moved?

A. A year ago.

Q. Do you know where Pam and Larry live in Atlanta?

A. I don't know. I know it's Atlanta. They moved to Atlanta. Where, I don't know, in Atlanta.

Q. You indicated that Pam Murray came to see you before Christmas.

Is that Christmas of this past year, which is December 2008?

A. Yes, ma'am. Christmas of 2008.

Q. Did anybody accompany Pam Murray when she

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came to visit you and your mother in December 2008?
A. No, ma'am.
Q. She was alone?
A. Yes, ma'am.
Q. How long did she stay?
A. 20 minutes. She said she had to come to Charleston for her job or something, some place she worked out on Daniel Island.
Q. Do you know how long Pam Murray was in the Charleston area in December 2008?
A. No, ma'am, except for the 20 minutes she was here.
Q. Did she bring anything to you? Did she bring you anything when she came to see you in December 2008?
A. No. She just stopped by to say hi to me and momma. We talked for 15 or 20 minutes. She had a glass of tea.
Q. Do you know what type of job Pam Murray has at this point?
A. No, ma'am.
Q. So you don't know what it was about her job that brought her to Charleston in December 2008?
A. No, ma'am.
Q. Did Pam Murray discuss with you anything

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about Mr. Murray's estate?
A. No, ma'am.
Q. Did she discuss her father at all?
A. No, ma'am.
Q. Did she discuss any of her family members with you?
A. She was talking about Larry and her fixing up a house where they moved to and about the dogs. Oh, yes. A daughter engagement or her daughter got engaged or something. And that was the limit of family she talked about.
Q. Other than talking with Pam Murray about fixing up her house, her daughter being engaged and Miss Murray's dogs do you remember anything else you discussed with Miss Murray in December 2008?
A. They put a fence up for the dogs. Larry was doing some sort of landscaping business, trying to get it going. Something about a trip to Washington. This was with her daughter's engagement. I don't know. An engagement dinner or something in Washington.
Q. Do you recall anything else about your conversation with Miss Murray?
A. That's about -- "hi. You look good." Just general chitchat.

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Q. Would you describe your friendship with Pam Murray as a close friendship?
A. They were good neighbors, good friends. We would go over one another's house and watch a show or talk. If I was doing something Larry would come over and help me. I would help him if he was having a computer problem or something. We didn't go out and pal around or party. It's hard for me to define "close friend". They were closer than the people over here were to me, but . . .
Q. You were friends with Pam Murray; is that fair?
A. Yes.
Q. Are you pretty good on the computer?
A. Very good.
Q. You indicated earlier that you have only met Elizabeth Murray on one occasion; is that correct?
A. Yes, ma'am.
Q. And you're aware that Elizabeth Murray and Pam Murray are sisters?
A. Yes.
Q. Have you met any other sisters or family members of Pam and Elizabeth Murray?
A. Catherine -- another sister I was introduced to.

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Q. When did you meet Catherine?
A. Ma'am, it was soon after they moved in. And the people over here is her nephew or great nephew or something.
Q. Are you pointing to another house that is close by?
A. The house diagonal across the street, the end of the triplex unit. It's her nephew or something. And another sister lives in this complex. Brianna. Yes. That's it.
Q. Have you met any other relatives of Pam and Elizabeth Murray?
A. One daughter I've met, and I don't know which -- I know she has two or three daughters, and I met one of them.
Q. Was Pam employed? Did she have a job when she lived in this neighborhood?
A. Yes, ma'am.
Q. What was her job?
A. She worked -- she had a couple of jobs. One, she worked at some restaurant supply in the north area, and another she was a bookkeeper -- she was a bookkeeper at the restaurant supply, too, and she was a bookkeeper at some insurance company.
Q. How about Larry Bump; what did he do for a

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living?
A. Larry worked at Lowe's and also did some landscaping work.
Q. I know you're good on the computer. Do you email back and forth with Pam Murray?
A. I do test email.
Q. So you email with Pam Murray?
A. No.
Q. Have you ever emailed with Pam Murray?
A. She emailed me one time when she lived over there when she was setting it up and she wanted to make sure it worked.
Q. Is this the only time you emailed with Pam Murray?
A. Yes, ma'am.
Q. How about with Larry Bump; have you ever emailed back and forth with him?
A. No.
Q. Do you email with anybody?
A. I email my brother and a friend of mine named Melvin. I detest email.
Q. Why do you detest email?
A. Because people start sending you so much pure crap, stories they think that are funny, and then your mailbox is full with all this crap. I just

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detest it. I only use it when I absolutely have to.
Q. I asked you about all of the family members that you have met of Pam and Elizabeth Murray.
Did you ever meet Mr. Murray, their father?
A. Yes.
Q. Tell me when did you meet Mr. Murray?
A. I couldn't tell you the exact date for the love of money, but I met him about five times altogether. He was a friendly old cuss, and when I would see the car or the van over there I would usually say hi and we would talk a minute. "I hear you helped Pam get her computer going." And we would talk.
I saw his condition the last two times that I saw him. His condition had deteriorated greatly.
Q. Were you aware he had Parkinson's disease?
A. I didn't know what he had, but I knew he had deteriorated. When I first met him he was able to stand and walk and seemed steady. This was soon after they moved in in 2005. And over the next year or two years I saw him two or three other times, and I remember telling Pam that I thought he was getting worse like momma with the sudden -- because I wasn't seeing him in between times. And: Whoa. What happened?

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The next to the last time I saw him he was really frail and shaky, and then the last time I saw him he was in a wheelchair and he wasn't initiating conversations like he used to do.
Q. During the last two times that you saw Mr. Murray before his death was he having trouble walking?
A. The last time I saw him he was in a wheelchair; and yes, he was shaky on his feet.
Q. And he had trouble communicating?
A. He didn't -- I don't know how to explain it. Before the times I had met him he would initiate conversations and tell stories or anecdotes, you know. I don't know if you met him. He was real humorous, but the last two times -- especially the last time. He was aware, but he wasn't telling stories, like things that related. He knew me.
Q. How do you know that he knew you?
A. Going by and: What y'all doing?
Q. Was he able to --
A. He knew my name, yes.
Q. Was he able to say your name the last time he saw you?
A. Jeff is what he called me.
Q. But was he able to say your name the last

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time he saw you?
A. I don't know. I do remember he asked how my mother was.
Q. Is that on one of those five times that you saw him?
A. No. This was the last time -- they were taking him past in a wheelchair, walking down the street, and I was playing in here and -- he knew my name and he asked about momma.
Q. Who was pushing the wheelchair?
A. Larry.
Q. Who else was there?
A. Pam.
Q. Anyone else?
A. A black lady. They told me her name. I can't remember what her name was.
Q. Who drove Mr. Murray over to your neighborhood?
A. I guess she did because he wasn't in a condition to drive.
Q. Did Pam Murray ever discuss with you any problems that she had with her family?
A. Some guy -- Hilton. She was having some sort of trouble with him about seeing the father. I remember that.

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Q. When did Pam relay this information to you?
A. I didn't hear.
Q. When did Pam Murray tell you that she was having problems with Hilton?
A. Just right before her father died. She was upset about something and I was asking her what is wrong, and she was going: Damn Hilton and -- it sounded like she couldn't see her father. I don't know.
Q. Do you know Hilton's full name?
A. No.
Q. Have you ever met this individual, Hilton?
A. I know Hilton and that boy over there are related in some manner.
Q. You are pointing across the street?
A. Yes. Her nephew or something.
Q. You have never had the opportunity to meet Hilton Smith, have you?
A. No.
Q. So the information that you have about Hilton Smith came by way of Pam Murray?
A. Yes.
Q. Did Elizabeth Murray ever talk to you about Hilton Smith?
A. No. I'm not even sure Smith is Hilton's last

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name.
Q. So you don't even know who this individual is that Pam Murray was --
A. I know she was pissed at him.
Q. She was mad at some fella named Hilton.
A. Yes.
Q. Did you go to Mr. Murray's funeral?
A. No.
Q. Do you know when he died?
A. I believe it was sometime around August. August something.
Q. Of what year?
A. It wasn't last year; the year before, like 2007.
Q. Do you know an individual named Helen Flynn?
A. Helen? I've heard something about Helen. Hold on. The father's girlfriend.
Q. Who told you that?
A. Pam.
Q. What did Pam tell you about Miss Flynn?
A. They were over one day, Helen and her father and somebody else, and I was out there and -- that might have been the first time I met Mr. Murray.
Anyway, after they had gone Pam told me that was her father's girlfriend. They lived somewhere on

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the Battery or something. They weren't married or something. Pam would gossip like.
Q. You indicated that you met Elizabeth Murray on only one occasion; is that correct?
A. Yes, ma'am.
Q. The one time that you saw Elizabeth Murray was when she was visiting her sister, Pam Murray?
A. Yes. She was staying over at Pam's.
Q. Do you remember when you met Elizabeth Murray?
A. Oh, god. No, ma'am. Sometime --
Q. Let's back it up. Pam Murray moved in as your neighbor in 2005.
A. Yes.
Q. How long after Pam became your neighbor did you meet her sister, Elizabeth Murray?
A. I'm going to say it was 2007, but that's a wild guess just on a . . .
Q. Earlier in your deposition you recall that Mr. Murray died in August of 2007. If you met Elizabeth Murray --
A. It was prior to his death. I'm going to say within three or four months of his death.
Q. Would it be fair to say that you met Elizabeth Murray approximately April or May of 2007?

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A. Ma'am, I can't put an exact finger on it. I know that her father was sick and they were down and they would go to see him or something. I don't know the date.
Q. And you don't have to give me a specific date, but I believe you said to the best of your recollection the time you met Elizabeth Murray was approximately three to four months before Mr. Murray died.
A. Yes, ma'am.
Q. What did you and Elizabeth Murray discuss? If you recall.
A. Oh, ma'am, we talked five, ten minutes at the most.
Q. And is that the only time you've talked to Elizabeth Murray?
A. Ma'am, I've lied to you. I remember seeing her another time, but I just saw her when she was in the house doing something. I've seen her twice.
Q. But you've only spoken with Elizabeth Murray one time?
A. One time.
Q. The second time you saw Elizabeth Murray --
A. She was doing something in the house.
Q. Was that closer to Mr. Murray's death?

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A. I just happen to remember seeing her as I was walking. She was doing something in the house. I have no idea. I remember the doors were open.
Q. Are you aware that Elizabeth Murray has filed claims against her father's estate?
A. No, ma'am.
Q. Are you aware that Elizabeth Murray is seeking a significant amount of money out of her father's estate?
A. No, ma'am. I knew from what Pam told me that her father was super rich, and that's the only thing I know.
Q. What did Pam tell you about her father being super rich?
A. That he had made a lot of money in real estate and stuff, and that's . . .
Q. Was she jealous about that money?
A. That last time I was trying to get him to talk a little bit, and I remember telling him: Well, if you got any more you want to want to give away, I'm available for adoption and I can send a Father's Day card, and he sort of laughed and he didn't follow through anything on it.
Q. Mr. Young, you were a witness to a letter that Elizabeth Murray wrote. Do you remember that

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letter?
A. Yes, ma'am. That was the last time I saw Mr. Murray.
Q. You saw Mr. Murray on that day?
A. Yes, ma'am.
Q. You said you looked at a calendar to refresh your recollection. Do you know what day that was?
A. I believe it was the 21st of July. Like I say, he just had deteriorated a hell of a lot since I had last seen him.
Q. And this day when you saw him he was in a wheelchair? This last time that you saw him he was in a wheelchair?
A. Yes, ma'am.
Q. And his caregiver brought him over to Pam Murray's house?
A. I assume she did. I didn't see him arrive or leave.
Q. You indicated earlier that the only people present were Pam Murray, Larry Bump, the caregiver and Mr. Murray.
A. Yes.
Q. You did not see Elizabeth Murray?
A. No.
Q. Do you remember what time of day you saw

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Mr. Murray on July 21, 2007?
A. It would be after lunch. I imagine about 2:00 or 3 o'clock. He asked me for supper, so it had to be towards the end of the thing, and I told him I had already picked something up for momma.
Q. Was Mr. Murray able to speak to you?
A. Yes; he spoke. He just -- he wasn't enthusiastic or outgoing like he usually was.
Q. When is the last time you have seen the statement that you witnessed?
A. That day.
Q. That day? You don't have a copy of it?
A. No, ma'am. I signed it more out of friendship. You know, asked me to -- I didn't mind. I didn't know all of this was going to come about.
Q. You indicated that you signed this document out of friendship. Was that out of friendship with Pam Murray and Larry Bump?
A. Or more her father, you know, because he asked me -- we were talking as they were going by and he asked about momma and then asked about -- wanted me to come to supper.
Damn, how did that go? Pam asked me -- she was standing to the side of the wheelchair -- would I come over later and witness something for her father.

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Q. Pam asked you to come over and witness something for her father?
A. Yes.
Q. What was your response to that?
A. I said yeah.
Q. How long after Pam asked you to come over her house and witness something for her father did you go?
A. They went down the street and I was still playing in here. They went back by. I was still in here. I must have been in here another 40 minutes. I was going back inside, and I saw Pam at the door of her house and waved. She did like this. So I walked on over. So I imagine it was a good hour, hour and a half from the time I saw them until I was over there.
Q. Did you walk over to Pam Murray's house?
A. Yes.
Q. When you walked over to Pam Murray's house, who was inside the house with Pam Murray?
A. Pam was at the door. Larry was in the living room with Mr. Murray. I don't know where the lady had gone to. The car was still there, the van. It was Larry, me and Pam and Mr. Murray in the living room.
Q. What did Pam ask you to do?

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A. She was going to read a paper to her father.
Q. Did you read that paper yourself?
A. No, I didn't.
Q. Did you hear her read that paper?
A. I heard her reading it.
Q. Did you hear her read the entire document? It's a lengthy document.
A. Yes; the entire document. I remember a couple of things about the document. There was some sort of weird sounding inn in New York. Something about that. And part was about monies owed, and then there was part about he was giving Elizabeth the house. That's when I was kidding him about if he had any more to give away, that I was available for adoption.
Q. Did you say that while Pam was reading the letter to Mr. Murray, or did you say that after the letter --
A. This was at the end, the part about the house or something, and I was just -- I was kidding him, you know. He didn't really respond to it. I don't think he took me serious or anything, but you know . . .
Q. How long did it take Pam Murray to read this document to Mr. Murray?

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A. Five, ten minutes at the most.
Q. But you never actually saw the document?
A. I saw where I signed at the bottom.
Q. But did Pam Murray give you a copy of that document to read before you signed it?
A. No.
Q. She just asked you to sign the document?
A. She asked me to witness it. She read it to him, and he looked like he was perturbed about the whole -- "let's get this foolishness over" sort of attitude.
Q. Sir, if Pam Murray asked you to witness the document and sign your name to that document --
A. I was witnessing I saw her read it to him and him signing it.
Q. Sir, I understand that you saw her read the document to Mr. Murray, but my question is: You never verified by reading the document yourself to verify that what Miss Murray was reading was actually what you signed?
A. No.
Q. Is that correct?
A. No.
Q. Is that correct?
A. That's correct. I didn't read the document

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myself.
Q. Did Miss Murray offer you a copy of that document to read it before you witnessed it?
A. No. She read it to him and every now and then: Do you understand? I think that was more for my benefit, because like I say he seemed impatient wanting to get this done.
Q. Pam Murray was asking whether or not you understood what she was reading?
A. She was asking her father, but I think she was -- "Do you understand what I read, Dad?" I think that was more for my benefit.
Q. Was Mr. Murray able to communicate at this time?
A. Yes.
Q. What did he say?
A. He said yes, he understood, like he wanted to get this done.
Q. You said it took Pam Murray about five or ten minutes to read this letter to her father.
A. It was two or three pages.
Q. Then what happened after that time?
A. He went to sign -- he was real shaky in his hand. He couldn't hold the pen. It kept slipping through his fingers.

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Q. Who was giving Mr. Murray the pen to sign?
A. Pam was.
Q. Pam gave Mr. Murray a pen to sign, but Mr. Murray was unable to sign?
A. Yes. He couldn't hold it well.
Q. Then what happened after that?
A. I had a big Sharpee and I said: Try holding this. And he was able to hold that, but not real well either.
Q. Did you just happen to have a Sharpee with you?
A. I had been out here playing in the garage doing a little bit of wood cutting and stuff, and I use a Sharpee because it makes a broad line that I can see.
Q. You gave the Sharpee to Mr. Murray?
A. Uh-huh.
Q. Who actually signed for Mr. Murray?
A. Mr. Murray signed, but he -- he was real shaky.
Q. Did anyone hold the pen for Mr. Murray?
A. No.
Q. He was able to hold it by himself?
A. Yes, but he was trying to hold a regular pen -- I don't know -- like a Bic, and he couldn't seem

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to coordinate his hands around it.
Q. After you witnessed Mr. Murray sign the document with the Sharpee what happened after that point?
A. I left.
Q. How long did this entire reading and then the signing take?
A. Five to ten minutes to read. 12, maybe 15 minutes at the outside. I don't think I was over there any longer than 15 minutes.
Q. I'm going to show you what we're going to mark as Defendant's Exhibit 3, which is a copy of a letter that Mr. Murray allegedly asked Elizabeth to draft.
A. Ma'am, I just remembered something else. He was saying "now all my children have houses together" or something.
Q. Mr. Murray said that to you?
A. Yes.
Q. Are you aware that all of Mr. Murray's children don't have houses?
A. I just remember him saying that.
Q. You don't have any medical training, do you?
A. No, ma'am.
Q. So you are not giving opinions about whether

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Mr. Murray was competent at the time that you saw him on July 21, 2007?
A. He seemed competent to me. He knew me. He asked about my mother. The only thing I can say, he wasn't telling stories like he usually does. He may have been feeling bad. I don't know. But his condition just seemed to be drastically different from the last time I had seen him.
Q. Were you aware that his own doctor has said that Mr. Murray was not competent during this time in July 2007?
A. I have no idea about his medical . . .
Q. Do you know about the disease process for somebody with Parkinson's disease --
A. No, ma'am.
Q. -- and how that affects their competency?
A. No, ma'am, I don't. It's just what I observed.
Q. When Pam Murray asked you to sign this document that Mr. Murray allegedly asked Elizabeth to write -- can you tell me if your signature is on Page 1 of what has been marked as Defendant's Exhibit 3?
A. Ma'am, can I go inside and -- I'm scheduled for eye surgery. Unless I blow something up -- wait a minute. I have something here I can use.

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Q. I'm showing you Page 1 of Defendant's Exhibit 3. If you could identify your signature or initials on that document.
A. Yes. That's my "J.H.Y."
Q. If you could stay there near the magnifying glass, sir, I'm going to show you now Defendant's Exhibit 3, Page 2. Are your initials on this document, this page?
A. Again, that's my "J.H.Y."
Q. And one more, sir. On Page 3 of Defendant's Exhibit 3, is your signature on this document?
A. Yes, ma'am.
Q. That's all I have for right now with this document.
Who asked you to sign all three pages of Defendant's Exhibit 3?
A. Pardon, ma'am?
Q. Who asked you to sign each of the three pages of Defendant's Exhibit 3?
A. Pam.
Q. Do you know why Pam wanted you to sign each page of this document?
A. My own assumption was she wanted me to just witness that her father had signed it.
Q. You aren't saying that what is contained in

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this document is true and accurate, are you?
A. Am I saying what?
Q. Are you representing based upon your signatures on this document that what is contained in this letter that Elizabeth Murray wrote, which is marked as Defendant's Exhibit 3, is truthful and accurate?
A. I have no idea, ma'am. All I know is I saw her father sign.
Q. Did anybody else see Mr. Murray sign this document other than yourself, Pam Murray and Larry Bump?
A. No, ma'am.
Q. Where was the caregiver who drove Mr. Murray?
A. I have no idea. I was trying to remember. I went over there, Pam met me at the door, and Larry and Mr. Murray were in the living room. Do you know how these houses are? I don't know where the caregiver was.
Q. I'm going to show you one more document. It will be marked as Defendant's Exhibit 4, which is a statement that is typed, and I believe your signature is on the bottom. Could you verify whether that is your signature on the bottom.
A. That's my signature.

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Q. Your signature on what has been marked as Defendant's Exhibit 4 is a document that contains four typed paragraphs. Who created this document?
A. I haven't the faintest idea.
Q. Did you write this document and then sign it?
A. I believe Pam wrote up a draft and asked me if I could sign that.
Q. When did that happen?
A. Ma'am, I have no idea.
Q. Was it the same day Mr. Murray was there, or was it later?
A. No, ma'am. This was -- I can't remember how long afterwards. It wasn't the same day.
Q. You did not create this document on your computer?
A. No, ma'am.
Q. This document which has been marked as Defendant's Exhibit 4 was created by Pam Murray and she asked you to sign it?
A. Yes, ma'am. I remember she wanted it notarized or something, and I took it over to the bank and the lady -- she was a notary there at the bank, to witness me signing it.
Q. Did Pam Murray drop off Defendant's Exhibit 4 at your house and ask you to sign it and have it

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notarized, or did she wait for you to sign and have it notarized? Tell me how that worked.
A. I don't believe momma was as bad then. I believe she dropped it off and I rode down to the bank.
Q. Did you keep a copy of Defendant's Exhibit 4?
A. No, ma'am.
Q. Miss Murray did not give you a copy to keep for your records?
A. No, ma'am. I remember the lady at the bank there -- she offered to make a copy, and I told her I didn't need one, and I just gave it back to Pam.
Q. Did Pam Murray tell you that this document which has been marked as Defendant's Exhibit 4 was going to be used to try to obtain more money out of Mr. Murray's estate?
A. No, ma'am.
Q. Did you know why she wanted you to sign Defendant's Exhibit 4?
A. I assume that she had some sort of reason. I was being a friend. I had no problem signing it.
Q. Is it fair to say that you signed this document which is marked as Defendant's Exhibit 4 because you're Pam Murray's friend?
A. And that it was the truth, yes. I just

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didn't sign it because she was a friend; it's what I witnessed.
Q. But this document was not created at the same time that you witnessed Mr. Murray signing that letter?
A. No, ma'am. It was a different day, but I couldn't tell you which day.
Q. In fact, was it like months later?
A. Ma'am, with my memory it could have been years later, but it's what I remember having occurred.
Q. Well, I'm looking at the date the notary signed this document, and it says June the 3rd, 2008. So that's almost a year after you saw Mr. Murray.
A. Then that's when it was, a year later. I don't remember when that occurred. It's not a day that stands out in my memory.
Q. Sure. And that's why I was helping you with that date since we have it on the document.
Do you know who Brian Canady is?
A. No, ma'am. I don't think I've ever heard the name.
Q. After you signed Defendant's Exhibit 4 for Pam Murray has she -- which according to the notary, the date is June 3rd, 2008. Did you see or speak

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with her again before December of 2008, or was that the last time?
A. I feel sure I've seen her since that thing. I saw her at Christmas. I don't know when they moved, but the last time I saw her was Christmas and the time before that is when they were leaving the neighborhood.
Q. Did Pam Murray tell you that she needed you to sign Defendant's Exhibit 4 because her sister Elizabeth Murray was trying to get money out of their father's estate?
A. No, ma'am.
Q. Did she give you anything for signing this document?
A. No, ma'am.
Q. Did she offer you any type of compensation?
A. No, ma'am.
Q. Did Pam Murray explain to you why she needed you to sign this document?
A. No.
Q. Have you ever signed a statement like this before?
A. Ma'am, I knew there was some sort of difficulty in the family, and I thought that's what it pertained to.

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Q. Pam Murray told you that there was difficulty in the family?
A. She didn't tell me, but I'm just going from what little bit you pick up indirectly.
Q. Have you ever made a sworn statement before signing this document which is marked --
A. No, ma'am. The most I've done is witness a bill of sale on a car for a friend, you know.
Q. Did you think it was strange that Pam Murray wanted you to make a sworn statement that was notarized about her father?
A. I didn't give it much thought, really. I put it in the same category as, you know, a bill of sale or something like that when you're selling a car and you get somebody to witness that the two people are agreeing on something.
Q. But you signed Defendant's Exhibit 4 without understanding why that document --
A. I didn't know what it was going to be used for, no.
Q. Pam Murray didn't explain to you what Exhibit 4 would be used for?
A. No.
Q. When Pam Murray came to your home, according to the notary's date, in June of 2008 and dropped off

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this statement which is marked as Defendant's Exhibit 4 for you to sign, who else was with her at the time?
A. I think she walked across the street and knocked.
Q. Was Pam Murray still living across the street in June 2008?
A. Yes; she had to be because she walked across from the house.
Q. Do you know when Pam Murray moved away from the neighborhood?
A. No, ma'am, I don't. I couldn't give an exact date on that either, but they must have still been here in June of 2008 because she walked -- I remember walking, you know . . .
Q. Do you remember seeing her walk across the street from her house?
A. Yes.
Q. Has Pam Murray asked you to sign any other documents?
A. Yes. We've signed petitions for around the neighborhood here for -- with homeowners association stuff trying to get things done. She was doing some petition for something and wanted to know if I would sign. It wasn't -- it was more political in nature.

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Q. Did Pam Murray ask you to sign any other statements or documents related to her father other than the ones we have already discussed?
A. No, ma'am.
Q. Do you know how long it was after July 21, 2007 that Mr. Murray went into the hospital and never recovered?
A. No, ma'am.
Q. You mentioned something you signed for Pam Murray related to the homeowners association here at Meridian Place.
What was your involvement with the homeowners association?
A. Just that I was living in the neighborhood and I wanted some changes to things that I wasn't satisfied with. What were they doing? They had a groundskeeper that was chewing up the furniture with the weed eaters and stuff. We wanted to get termite bonds and stuff, insecticides, somebody to take care of the finance and stuff around here.
Q. Did Pam want to get in a leadership position with the homeowners association?
A. At one time she was trying to get the presidency, yes.
Q. Did she ask you to support her in getting the

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presidency of the homeowners association?
A. I told her if she was willing to take on the headaches, I would give her any help I could.
Q. Was Pam Murray ever successful in becoming president of the homeowners association?
A. No, ma'am, I don't believe she was.
Q. Who ended up getting the contract for the yard work at Meridian Place?
A. It was one of two -- the Greenery or Evergreen. I keep getting them confused.
Q. Did you yourself submit a contract, a proposed contract, to do the yard work at Meridian Place?
A. Oh, hell, no.
Q. You did not want to do that? Did you send a letter to Carl Beckman about Meridian homeowners association?
A. Yes.
Q. Did you draft that letter?
A. Yes, ma'am.
Q. Did Pam Murray draft any letters in regard to the homeowners association and ask you to sign them?
A. Yes, I believe so, but I can't remember any particular subject they were on. There were a few of us that were up in arms about some of the things that

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were going on with the . . .
Q. Is it fair to say that Pam Murray was leading the charge?
A. Yes; I would . . .
Q. How many documents did Pam Murray create about the homeowners association and ask you to sign?
A. I would say at least one, but there could have been two or three, ma'am. I don't know.
Q. Were those letters to individuals that she wrote and asked you to sign?
I am trying to find out the nature of the documents Miss Murray asked you to sign for the homeowners association. Did she draft a letter for you and say: Sign this letter?
A. No.
Q. What did she ask you to sign?
A. We usually joint signed something, a petition type thing. She wrote some letters. I know I wrote a couple to Carl and Ravenel -- I can't remember the name of the people. I think it's Ravenel Associates that handle the money for the homeowners association, and I can't remember the boy's name. It doesn't seem that important now. But they had a Web site for the homeowners association, and the boy essentially was calling me a liar up on the Web page, and that

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initiated several letters on my part.
I did help Larry set up a Web page -- we were doing it to spite them, is what we were doing. But I remember doing that. But there was a lot of hard feelings between parts of the Meridian Place and the boy.
Q. Other than documents about the homeowners association and documents related to William Murray's estate did Pam Murray ask you to sign any other documents?
A. No, ma'am.
Q. Going back now to the letter Elizabeth Murray wrote which has been marked as Defendant's Exhibit 2, this is the three-page letter that have your initials as a witness on this letter.
You indicated Mr. Murray seemed impatient while Pam was reading this letter to him.
A. Yeah.
Q. What about his demeanor made you think Mr. Murray was impatient at that time?
A. I couldn't put a finger on it. It just seemed -- that's the way it seemed to me. I'm dealing with my own momma. "Would you stop this crap and let's do this." He just seemed impatient.
Q. Did Mr. Murray appear impatient -- he wanted

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his daughter to be happy, so he wanted to go ahead and sign the document and move on?
A. That's a tough one. I hate to say it, but I'm going to go with "let's move on".
Q. Mr. Murray wanted to move on?
A. "Let's get this done." Yeah.
Q. And you indicated that Pam Murray read this document. You don't know if the content of the document is accurate, but Pam read this document to Mr. Murray; is that correct?
A. Yes.
Q. Did Larry Bump read any portion of any documents to Mr. Murray?
A. No. I don't think Larry did much of anything but sit there during the whole time. Pam didn't seem to be rushing when she read it through to him. Like I say, she would pause and ask him if he understood that part, and he would go "uh-huh" or "yeah".
Q. Did Mr. Murray ask that any portions be changed?
A. No.
Q. Do you know who actually drafted the document which has been marked as Defendant's Exhibit 2?
A. Do I what?
Q. Do you know who drafted the document that you

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witnessed?
A. No, ma'am.
Q. Did you see any prior drafts of this document which is Defendant's Exhibit 2?
A. Ma'am, that's what I saw when I went over there.
Q. Did Pam Murray make any changes to this document before Mr. Murray signed it?
A. Not that I know of.
Q. Did Mr. Murray ask that any changes be made to this document?
A. Not in my presence, no.
Q. As you said, he appeared as he wanted to move on.
A. Yeah.
(Short recess taken.)
BY MS. CRAIG:
Q. Sir, during this time that you saw Mr. Murray in July 21, 2007 you testified that his disease had progressed. His condition had deteriorated from the times you saw him previously; is that correct?
A. Yes, ma'am.
Q. And during the time that you saw him and he was speaking to you did you have trouble understanding him?

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A. No, ma'am; but then again, I'm used to my mother. Filling in blanks, you know.
Q. Because Mr. Murray wasn't able to have a conversation at that time in his life?
A. He knew what he was saying.
Q. How do you know that?
A. Well, I assumed that he knew what he was saying just from the attitude. I know he knew me -- when you're looking at somebody and they're talking to you, you can tell whether they know you or don't just to look in their eyes and stuff.
Q. So you made that assumption based upon looking at Mr. Murray in his eyes because you were aware that he was not able to communicate at that time in his life?
A. He seemed to be able to say "hey" and he seemed to be able to ask me if I wanted to come over for supper.
Q. Was he able to say that?
A. Yes. He asked me to come to supper.
Q. Was he able to say that, or did Pam Murray interpret what he said to you?
A. No. This was Mr. Murray to me. "Come over and have supper with us."
Q. Where was he going to have supper?

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A. I guess at the house over there.
Q. Are you aware of whether they actually had supper?
A. No, but when he was doing the paper -- after he had signed something about: Let's eat. Like I say, I left after they signed and went back over here, and I remember I had a crock pot cooking for momma, one of those do-it-yourself meals you just pop in the crock pot. I don't know what they were having, but I know he was asking when they were going past on their walk when I first saw them -- he knew me. He asked about momma and then he asked about coming and having supper, and after that Pam said: We want you to come over later and witness something.
Q. When you saw Mr. Murray in July 2007, did Pam Murray interpret anything that her father tried to communicate to you because he had difficulty talking?
A. Not that I remember, ma'am.
Q. In December of 2008 -- remember we had tried to schedule your deposition for the first time in December. We needed to reschedule it. Do you remember that?
A. Yes.
Q. When Pam Murray came to visit you in December of 2008, did you tell her about the deposition?

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A. I don't think I did, ma'am. It just didn't cross my mind.
Q. Have you spoken with Pam Murray about anything about your deposition with regard to this matter?
A. No, ma'am.
Q. How about Elizabeth Murray?
A. No, ma'am.
Q. Have you spoken with anybody at all? Larry Bump maybe?
A. No. I told my brother I was scheduled for a deposition.
Q. And your brother lives in Charleston?
A. He lives over on Downer Street on James Island.
Q. You said that Mr. Murray told you that all of his children now have houses --
A. Yes.
Q. -- in this neighborhood.
A. That's what he said.
Q. Do you know as you sit here today that all of his children don't have houses in here?
A. No, ma'am. I didn't challenge him or anything. He just made that statement.
Q. As you sit here today does that bring into

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question whether Mr. Murray was competent at that time if he made --
A. In fact, I didn't even know that all of his children didn't have houses in this neighborhood.
Q. But if I tell you not all of his children do have houses in this neighborhood, does that make you question whether or not Mr. Hurry was competent when he made that statement to you?
A. Not really, ma'am. It doesn't. I mean, at the time it seemed perfectly natural, and I remember kidding with him. If I thought anything unusual or . . .
Q. Do you have any reason to believe Mr. Murray would make a statement to you that all of his children now have houses in this neighborhood if that wasn't true?
A. Ma'am, I've met him five times. I don't know that he's ever lied to me. He just -- I liked him from the times prior -- I met him prior, and it was just a drastic change to me to see him in the condition he was, but he didn't seem to me like he was looney tunes or anything like that.
Q. I am not trying to imply that Mr. Murray would lie to you intentionally, but if he said to you on July 21, 2007 that "now all of my children have

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houses in this neighborhood" and that's not true, do you have any reason to think or to understand why he would make that statement to you?
A. No, ma'am, I don't know.
Q. And what other statements did he say other than do you want to come have supper? And he asked you about your mother. Any other statements?
A. I wished I remember more about the -- like I said, I didn't commit it to memory and I'm just remembering fragments. I remember him talking out there. I remember him -- "come have supper with us".
Q. Did Pam Murray remind you about any of these statements that Mr. Murray said to you before you signed this statement which has been marked as Defendant's Exhibit 4?
A. Ma'am, until she came over that day I hadn't thought any more about that day when I witnessed it than I think about last Tuesday or something. You know, it wasn't that big a deal to me in my life.
Q. Sure. So is it fair to say that your sworn statement which we have marked as Defendant's Exhibit 4 --
A. -- was the next time she brought it up to me when she asked if I could sign that. And I read it and I had no trouble signing it.

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Q. Did Pam Murray draft this sworn statement on her own before she brought it over to you to sign?
A. I don't know. When she brought it over was the first I saw it.
Q. So you didn't help Pam Murray write up this sworn statement?
A. No, ma'am.
Q. She did that on her own?
A. Yes, ma'am.
Q. And then you signed it?
A. Yes, ma'am.
Q. And Pam Murray drafted this sworn statement for you to sign, which is marked as Defendant's Exhibit 4, based on her recollection of what happened on July 21, 2007?
A. Yes, ma'am.
Now, you say Pam did it. I'm not sure Pam wrote that. She brought it over and asked if I could sign that.
Q. You don't even know who drafted this sworn statement?
A. Yes, ma'am.
Q. Pam just brought it over to you?
A. Yes, ma'am.
Q. So you don't know whose recollection of

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July 21, 2007 Defendant's Exhibit 4 represents?
A. No, but I agree with it, if that makes sense.
Q. But you don't know who drafted it?
A. No, ma'am.
Q. Were you ever presented a draft copy to review before you signed it, or you just reviewed this one draft and you signed it?
A. When I saw it is when I was able to sign. If I hadn't been able to sign it, I would have said no.
Q. Did you make any markings or changes on another copy of what we have marked as Defendant's Exhibit 4?
A. No.
Q. Did you ask Pam Murray who drafted Defendant's Exhibit 4?
A. No, ma'am. I'm sorry. I don't think like a lawyer.
Q. I understand.
I asked you about any email correspondence you may have had with Pam and Elizabeth Murray. Do you have any correspondence at all --
A. No, ma'am.
Q. -- with either of those individuals? Do you write --
A. The only time I've emailed with Pam is when

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we were getting her computer set up and we wanted to test it, and she sent an email over to mine, and that was it.
Q. How about written correspondence? Do you send letters to one another?
A. No, ma'am.
Q. Has anyone asked you to be a witness with regard to the claims that are being made against Mr. Murray's estate?
A. No, ma'am.
Q. Has anybody contacted you by telephone or knocked on your door and asked you anything about Mr. Murray estate?
A. Except for y'all this is the first --
Q. Except for my office setting up this deposition?
A. Yes, ma'am.
Q. But nobody else has contacted you to discuss this matter?
A. No, ma'am.
Q. Have we discussed everything that you remember about Mr. Murray? Is there anything else you recall about Mr. Murray?
A. No. My mind is just going blank on me.
Q. Were you aware that Larry Bump also signed a

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statement related to the letter Elizabeth Murray wrote for her father to sign?
A. No.
Q. You signed a sworn statement and so did Larry Bump.
Were you aware that Larry Bump also signed a sworn statement?
A. No, ma'am.
Q. In Mr. Bump's sworn statement he says that you came by to witness Mr. Murray's signature because the bank was closed and the only notary that he knew was away at Edisto at the time.
Did he discuss that with you?
A. No, but if it was a late Saturday afternoon the banks would have been closed.
Q. Did Mr. Murray say in your presence that he wanted to sign this document because they wouldn't let him do what he wanted to do unless it was what they wanted?
A. No.
Q. Is that a statement you recall hearing Mr. Murray make?
A. No.
Q. Do you know who Sdetlana is?
S-D-E-T-L-A-N-A. Do you know who that that

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individual is?
A. No.
Q. Is there a park close by to your neighborhood?
A. Several of them.
Q. Close by to where you live?
A. Yes.
Q. Did Mr. Murray tell you that he was impatient?
A. Tell me --
Q. He was impatient.
A. No.
Q. Did Mr. Bump or Pam Murray tell you that he was impatient?
A. No.
Q. Do you know why Pam Murray had your sworn statement notarized almost 11 months after you signed the document?
A. No, ma'am.
Q. Did you ask her why she all of a sudden needed to have that statement notarized after all that time?
A. No, ma'am, I didn't. I remember I was in here. I had been doing some woodworking and I don't wear my hearing aids when I'm using the saws because

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you wouldn't believe the noise that it makes with a saw, and I walked -- came out of the garage and saw Pam. I wasn't wearing my hearing aids. I could have missed nuances of conversation.
Q. When were you not wearing your hearing aid, sir? You weren't wearing your hearing aid at the time that Pam Murray asked you to notarize --
A. I've got to be looking at a person when I'm not wearing them. If I'm looking at her and she says something, I'm liable to miss it if it's on my bad side. And I could hear what Pam was saying when she was reading the paper. And Mr. Murray was on my good side, too. Larry was off on my bad side.
Q. Let me back up to make sure I understand. You have hearing aids in?
A. Yes.
Q. And you need hearing aids so that you can hear?
A. Yes, ma'am.
Q. And you were not wearing the hearing aids --
A. I'm not wearing them either right now.
Q. But were you wearing the hearing aids on July 21, 2007?
A. No. I had been doing woodwork.
Q. You don't wear your hearing aids when you are

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doing woodwork?
A. No, ma'am.
Q. I notice during this deposition you are having trouble hearing me from time to time, so I am raising my voice so you can hear my question.
So the hearing aids, you were not wearing those on July 21, 2007?
A. Right.
Q. So that day you went over to witness Mr. Murray's signature and you heard Pam reading this letter that Elizabeth wrote --
A. On my good side.
Q. -- to Mr. Murray you did not have your hearing aids in?
A. No.
Q. Is it fair to say that there may have been conversations or statements made either by Larry or Mr. Murray or Pam Murray that you might not have heard?
A. I would have said more Larry's side than Pam and Mr. Murray's.
Q. What is your good ear and which is your bad?
A. This is my good ear.
Q. Your right ear is your good one?
A. Yes.

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Q. Do you still have to have a hearing aid in your right ear?
A. Yes, ma'am. I need hearing aids in both ears.
Q. You need hearing aids in both ears, but the right ear is a little bit better than the left ear?
A. Yes, ma'am.
Q. But you didn't have a hearing aid in either ear?
A. No, ma'am.
Q. So when you were witnessing the signature of Mr. Murray and listening to Pam read the letter, Pam Murray was standing on your right side; is that right?
A. Larry was on -- yes. This carries more this way.
Q. Mr. Murray was seated at the sofa or in a wheelchair?
A. Sofa.
Q. And Pam was also seated on the sofa, and to your left was Larry Bump.
A. Uh-huh.
Q. You agree since you didn't have your hearing aid in at the time there might have been statements made by anybody that you might not have picked up on

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because you simply didn't hear it?
A. Yes, ma'am. That's a distinct possibility.
Q. And then also at this time -- and this was in July 21, 2007 -- you were taking the medication that you were taking today, which you said was morphine and the Vicodin.
A. Yes, ma'am.
Q. And this can affect your memory; correct?
A. Yes. All I was witnessed -- I saw him sign that paper. I don't know what was true or false. I saw him sign. That's all I can witness to.
Q. So you can't witness anything that might have been said at the time that Mr. Murray signed that document because you didn't have your hearing aid in, but you could certainly see what he was doing and that's why you said you could see him sign the document; is that correct?
A. Yes, ma'am.
Q. And you saw him sign this document --
A. Yes, ma'am.
Q. -- with your Sharpee pen. And you don't have any problems with your eyes?
A. Well, I have problems right now with my eye. I just had a cataract. I'm scheduled to have the surgery. That was just recent.

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Q. But in July 2007 you didn't have any trouble with your eyes?
A. Right.
Q. But you did have trouble with your ears, and you didn't have your hearing aids in at the time?
A. Yes, ma'am.
Q. So although you could see what was going on, you might not have been able to hear everything that was going on; is that correct?
A. Yes, ma'am.
MS. CRAIG: Those are all the questions I have. Thank you very much. I appreciate you accommodating us and letting us use your garage.
You have the option of reading and signing this document, this deposition transcript if you would like to, or you can waive reading and signing the document. If you would like to read and sign this deposition, the reporter will send you a copy of the transcript for you to review.
Would you like for her to send it, or would you like to waive reading and signing the deposition?
THE WITNESS: Ma'am, I don't know. I'm new in this game.
MS. CRAIG: I completely understand. If you wanted to read the document to make sure it was

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accurate, the spelling was correct, you may do so. It's purely your option. It's whatever you want to do.
THE WITNESS: I would like to have a copy to hold on to myself, make a xerox of. This wasn't that big a deal to me, and it looks like it's getting blown out of proportion.
MS. CRAIG: Why do you say you think it's getting blown out of proportion?
THE WITNESS: With all the questioning and the court reporter and all. All I can do is rely on my memory, and it's not the greatest thing in the world.
MS. CRAIG: Yes, sir. You didn't know you were getting into all this when Pam asked you to sign this document, did you?
THE WITNESS: No, ma'am, I certainly didn't.
MS. CRAIG: Well, we need to tell the court reporter whether or not you want to read and sign the deposition.
THE WITNESS: I would like to read and sign.
MS. CRAIG: She will send you a copy and then there will be instructions for you to read it. If you would like to make any changes to it, you can do so, but you need to sent it back to the court

reporter and then it will be final. Do you understand that?

THE WITNESS: Yes.

(Defendant's Exhibit Young 1, Amended Notice of Deposition, marked for identification.)

(Defendant's Exhibit Young 2, three-page letter, 6/21/07, marked for identification.)

(Defendant's Exhibit Young 3, letter, 1/6/09, to J. Young from M. Craig, marked for identification.)

(Defendant's Exhibit Young 4, one-page typed document, marked for identification.)

(Deposition concluded at 11:05 a.m.)

SIGNATURE OF DEPONENT

I, the undersigned, JEFFREY H. YOUNG, do hereby certify that I have read the foregoing deposition and find it to be a true and accurate transcription of my testimony, with the following corrections, if any:

PAGE	LINE	CHANGE	REASON

JEFFREY H. YOUNG Date

CERTIFICATE OF REPORTER

I, Patricia Thompson-Morrison, Registered Professional Reporter and Notary Public for the State of South Carolina at Large, do hereby certify that the foregoing transcript is a true, accurate, and complete record.

I further certify that I am neither related to nor counsel for any party to the cause pending or interested in the events thereof.

Witness my hand, I have hereunto affixed my official seal this 26th day of January 2009 at Charleston, Charleston County, South Carolina.

Patricia Thompson-Morrison
Registered Professional
Reporter

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SIGNATURE OF DEPONENT

I, the undersigned, JEFFREY H. YOUNG, do hereby certify that I have read the foregoing deposition and find it to be a true and accurate transcription of my testimony, with the following corrections, if any:

PAGE	LINE	CHANGE	REASON

_____

JEFFREY H. YOUNG Date

STATE OF SOUTH CAROLINA
IN THE PROBATE COURT
COUNTY OF CHARLESTON

IN RE: IN THE ESTATE OF CASE NO.

WILLIAM EDWARDS MURRAY, 2007-ES-10-1116

Deceased.

VIDEOTAPED
DEPOSITION OF: ELIZABETH E. MURRAY

DATE: March 25, 2015

TIME: 10:13 AM

LOCATION: Hood Law Firm
172 Meeting Street
Charleston, SC

TAKEN BY: Counsel for the Estate

REPORTED BY: MARIE H. BRUEGGER, Registered Professional Reporter, CRR

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APPEARANCES CONTINUED:
Also Present:
Douglas Browne, Legal Videographer
Hilton Smith
James Ma

(INDEX AT REAR OF TRANSCRIPT)

STIPULATION

It is stipulated by and among Counsel that this deposition is being taken in accordance with the South Carolina Rules of Civil Procedure, Rule 30; that all objections as to Notice of this deposition are hereby waived; that all objections except as to form are reserved until the time of trial; and that the deponent reserves reading and signing of this deposition.

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THE VIDEOGRAPHER: We are now on the record. Today's date is March 25th, 2015. The time is approximately 10:13 AM.

This is the video deposition of Elizabeth Murray, taken by counsel for the defendant. The location today is 172 Meeting Street, Charleston, South Carolina.

My name is Douglas Browne, legal videographer representing A. William Roberts, Jr. & Associates.

This deposition is taken in the matter of In Re: The Estate of William Edwards Murray, Case No. 2007-ES-10-1116.

Counsel present today, please introduce yourselves for the record.

MS. ENDEMANN: Michelle Endemann for Ms. Murray.
MS. CRAIG: Molly Craig on behalf of the Estate of William E. Murray.
MS. JENNINGS: Jean Marie Jennings on the behalf of the Estate of William E. Murray.
MR. HAGERTY: John Hagerty on behalf of Hilton Smith, as trustee in the Estate of Bill Murray.
MS. MCLEAN: Christina Wynn on behalf of Catherine Murray Smith and Brianna Rodriguez.
THE VIDEOGRAPHER: Would the court reporter please swear in the witness, and we may begin.

ELIZABETH E. MURRAY

being first duly sworn, testified as follows:

EXAMINATION

BY MS. CRAIG:

Q. Good morning, Ms. Murray.
A. Good morning.
Q. If at any time you need to take a break, just let me know. Be happy to accommodate you.
And if you will please make sure that you ask me if you have any questions of the

questions that are posed to you; otherwise, if you answer the questions, we will assume that you have done so truthfully pursuant to the oath you've just taken. Is that agreeable?
A. Okay. That's fine.
Q. Ms. Murray, are you working right now?
A. I am working intermittently at various decorating jobs.
Q. Does that mean you're self-employed?
A. Yes.
Q. And how many clients do you currently have?
A. Three.
Q. If you had to give an estimate how many hours a week that you're working, what would that estimate be?
A. Oh, golly. It's very irregular. It depends. One couple just got back from Mexico for six weeks, so I've done no work for them except to stop in and check on their house.
Another one is actually moving from New York to Charleston, so that is in the midst of planning, but she's down here a lot.
Another one is renovating her home, and we have just started looking for fabrics.

Q. So last week, how many hours did you work?
A. Last week I was cleaning up my sister's apartment.
Q. So you didn't work any hours?
A. No, no. I consider that not work, yes.
Q. I'm talking about paid compensation.
A. Yeah.
Q. Are the three clients that you're currently working for, do they pay you?
A. Yes, yes.
Q. How about next week, how many hours do you intend to work?
A. I will be going back to my sister's apartment.
Q. So no compensation?
A. No. It's been -- it's been rather difficult because I've been assisting in the care of my sister, who was at home hospice.
Q. How about in the month of December, how many hours did you work December of 2014?
A. I was substantially in Hagerstown -- I mean not in Hagerstown, in Germantown as well, and November.

Q. Would you equate your work for the three people that you're doing work for currently as part-time work or full time?
A. Oh, absolutely part time. And none of them are in a tremendous hurry. They're all prior clients, so they knew that there would not be much availability until I was through with taking care of my sister.
Q. Ms. Murray, do you agree that it's important to honor the wishes of Mr. Murray as set forth in his will and estate documents?
A. Yes.
Q. And did you ever obtain a copy of Mr. Murray's will?
A. Yes. I received a redacted copy, and I received a copy of an unredacted copy that was sent to Brianna's attorney, and my father made me aware of yet another will which has never been presented.
Q. Okay. Let's first talk about the redacted copy. What was the date on that will?
A. I believe it was in 2005.
Q. So it was a 2005 will?
A. Uh-huh.
Q. All right. The unredacted copy,

what's the date of that will?
A. It's the same will, but without -- I don't know exactly when that was received by my attorney.
Q. And the other will that you said that your father made you aware of --
A. Yes. Probably on well over a dozen occasions, he insisted he had dictated another will to Ed Bennett. He gave me details, and he kept asking me to look for it in my mailbox, because he had instructed Ed Bennett to send a copy of that will.
Q. You never --
A. No. In fact, he mentions it in the tape recording when he's in the hospital, to make sure that Ed Bennett has adjudicated his will as he has instructed him to do so.
Q. And you've never seen a copy of this alleged will, correct?
A. No, I have not.
Q. And when were you first made aware by your father that he had changed his will?
A. In March.
Q. Of what year?
A. 2007. He told me he had -- Helen was

I believe in rehab, and Hilton was out of town, and he had Joe Pridgen, who was a healthcare attendant, drive him to Ed Bennett's office, and he dictated a will at that time to Ed Bennett, and he believed that Ed Bennett had followed his instructions, and he continued to tell me that it was being sent to me and to Pam, and not to worry, and that he had taken care of everything.
Q. To your knowledge, did Mr. Murray discuss this new will with anyone other than yourself?
A. I would have no knowledge of that.
Q. So just to your --
A. Well, to Pam.
Q. But other than to you and Pam, you have no knowledge of Mr. Murray discussing any new will?
A. Other than with Ed Bennett and Joe Pridgen, no.
Q. You said in March of 2007 --
A. I believe it was March. It could have been late March/early April. It was at a time when Hilton was out of town. Helen was in rehab. She'd had some knee surgery, I believe. And he called me. He told me he had stared at the river

and thought about things for four hours, he had reflected upon everything without anybody trying to influence him, and he had come to a decision, and that he had instructed Joe to drive him to Ed Bennett's office and that he had dictated the changes he wished to make and that nobody ever told him, to his understanding, that they had not been made.
Q. Where were you when this telephone call was made from your father to you?
A. Probably in my apartment.
Q. Is that in New York?
A. Yes.
Q. Anybody with you at the time?
A. No. He instructed me to come to Charleston as soon as possible.
Q. And did you do that?
A. Yes, I did.
Q. When did you do that?
A. I would have to reference my charge records. I came down by plane.
Q. What airline?
A. I don't remember, whatever the cheapest fare was. I don't remember.
Q. Where did you fly out of?

A. La Guardia.
Q. In 2006, now this is the will that's been -- that you believe that you've got a redacted and unredacted copy of that will.
A. Was it 2006? I thought it was 2005. You know, I'm -- I haven't looked at it recently.
Q. So the 2000 (sic) will is the one that you have a redacted and unredacted copy of?
A. Uh-huh, uh-huh.
Q. Do you still have those documents?
A. Somewhere. I've moved three times since then, and it's very difficult to -- there are a lot of papers.
Q. Tell me how you got the redacted copy of the 2005 will.
A. I believe it was sent to me by the executors of my father's estate.
Q. And I think you said the unredacted copy came to you by Brianna?
A. No.
Q. How did you get the unredacted copy?
A. Brianna's attorney gave it to our attorneys, and at that time we discovered that, indeed, confidentiality had not been maintained on a consistent basis with all of the heirs of my

father's estate.
Q. Did you ever obtain another copy of Mr. Murray's 2005 will?
A. No, not to my best memory. I don't know why I would.
Q. Did you ever go into his office and obtain a copy of his last will and testament?
A. In 2005, I think James was living in the office.
Q. At any time?
A. The only time -- my father used to call me in and give me copies of his will on a regular basis. He loved updating his will.
Q. When was -- when was that?
A. Oh, gosh. Probably in 19 -- you know, I don't remember, but it was regularly done. He did it with Pam, too. Every time she came up, he flashed her a new copy of the will. I don't know what his intention was, but I wasn't that interested, because as I said to my father, you know: Next time I come in here, you'll have a new one, so what does it matter?
The only objection I ever had was he did send me a notice that he had elected Helen to inherit a trusteeship for the Samuel Freeman -- I

mean for the Donaldson Trust, and I told him I thought that was ill-advised, given her general behavior.
Q. Did Mr. Murray ever give you a copy of his 2005 will?
A. No, he did not.
Q. Did you ever obtain it from his office?
A. No.
Q. Without him knowing about it?
A. No.
Q. Did you ever go into his office and go into his desk and take his will?
A. Take his will?
Q. Without him knowing about it.
A. The only time I took a copy of one page of his will, which was not in any sort of a locked drawer, because he told me that he had left money to Alta, and Alta said that it had been -- she had been persuaded -- or that he was not going to do it, and I took a copy of one page, and, indeed, he had provided for her.
Q. When was that?
A. Oh, God, that was in the 1900s, 1990s, I think.

Q. In 2006, did you obtain a copy of Mr. Murray's will?
A. Not that I'm aware of, no, nothing.
Q. Did you and Pam discuss changing Mr. Murray's estate planning documents?
A. No.
Q. Did you discuss with Brianna changing any of Mr. Murray's estate planning documents?
A. Discuss with Brianna changing -- how could I change his estate planning documents?
Q. Can you answer the question?
A. I said that I was concerned. He said that -- at one point he told me that Helen and Hilton were to be his two executors, and I said I thought that was ill-advised and that I would prefer that I not be subject to the whimsy of those two individuals, and that I would prefer if he wanted to leave something to me, to leave it to me outright and not to involve them being involved.
Q. That was a conversation that you had with Mr. Murray?
A. Yes, uh-huh.
Q. What I'm interested in is if you ever talked with Brianna or if you ever talked with Pam

about trying to change the actual estate planning documents of Mr. Murray?
A. Trying to change -- no, no. There was no way to do it.
Q. Did you do anything to attempt to change Mr. Murray's estate planning documents?
A. Did I attempt to change them. I certainly believed that Hilton was not particularly the most trustworthy person to have in charge, and I thought that examples of suspected self-dealing with the Samuel Freeman Trust would reveal that perhaps he was not fully trustworthy.
Q. Did you ever meet with anyone, and the purpose of that meeting was to change Mr. Murray's estate planning documents?
A. Meet with somebody. Are you talking about an attorney?
Q. Anybody.
A. You're talking after his will of -- is it 2005 or 2006?
Q. The will is 2005, and my question is whether or not you ever met with anyone, and the purpose of that meeting was to try and change any of Mr. Murray's estate planning documents?

A. Not to any recollection. If you were to ask me a more exacting question, maybe I would understand it better.

Q. After 2005, after Mr. Murray's will was drafted by his estate planning lawyers, did you meet with anyone with the purpose of trying to change any of Mr. Murray's estate planning documents?

A. Without any more information, I can't say that I remember doing so, but I don't know what you consider meeting with somebody to change documents that are filed and finished and whatever. I certainly tried to persuade my father to not take positions that he stated he had taken. I believed he had been unduly influenced, and it states right in his will that he has been informed, unnamed sources, that I had all of these intentions and -- but I hadn't read it, so how was I supposed to know how to change it?

Q. When is the first time that you read the will? I'm talking about the 2005 will.

A. After my father's death, and I was horrified.

Q. So prior to your father's death, were you aware that Hilton was the personal

representative?

A. My father had told me that.

Q. And did you also know that he was the trustee?

A. No. I was not aware of the details.

Q. And did you meet with anyone prior to your father's death for the purpose of trying to determine how Hilton could be removed as personal representative?

A. The only things that I can think of is I met with Don Sharpe, who had been my father's partner, and we didn't talk about removing Hilton, we talked about the substantial changes that had been implied to me by my father from all of his wills in prior years to the will -- I mean, he told me he wanted to die in New York with a New York will because of the common law wife issue. He told me that --

His pattern changed substantially so far as how open he was, the way he structured the will so far as my understanding of prior wills, which he had shown me, and the implications that I received given his suspiciousness about whatever was in the new will.

In prior years, he had had Walker

McKinney, who had died, and the whole tenor of the document that I saw after the fact indeed substantiated my suspicions that I felt he had been unduly influenced into changing his will from the 30 years I had seen his wills to when he moved down here and was very much controlled by different influences.

Q. All right. When was the meeting with Don Sharpe?

A. Oh, gosh, maybe 2006, 2005. I really -- I couldn't tell you.

Q. Did you meet with anyone else other than Don Sharpe for the purpose of having Hilton Smith removed as personal representative?

A. You're saying for the purpose of having him removed. That is not -- I met with an attorney in New York called Warm something. I can't remember his name.

Q. Warm?

A. W-A-R-M or O-R-M, who was recommended by my divorce lawyer, and I told him what my concerns were regarding undue influence, and he just sort of told me what he thought the issues were. It was not with -- the meeting did not so much have to do with Hilton Smith, it had to do

with my position as my father's daughter, being owed money from The Inn at Quogue, my mother's estate, all of the various factors that went into it. But this was just a few months before my father's death, which I did not anticipate, and it was really just done as part of trying to get a better understanding of where I was legally as my divorce was coming to an end.

Q. So you met with Don Sharpe and a lawyer with a last name of Warm to discuss --

A. Warm something. I would have to get it for you.

Q. Warm is the first name?

A. No, second name.

Q. Okay, second name. So you met with Don Sharpe and another lawyer with a last name Warm to discuss Mr. Murray's 2005 will. Did you meet with anybody else?

A. To change my father's will or have --

Q. No, to discuss Mr. Murray's will.

A. Well, it was the will that I had not seen. It was merely my suspicions of the will.

And my meeting with Don Sharpe was incidental. We were talking about law school, so it was probably -- you know, I don't remember

exactly. I would have to see if I could dig it up, but God knows.

He was trying to get -- his wife had become infirm. He was trying to do something to make the environment less toxic to her, and I had somewhat specialized at New York School of Interior Design in creating environments for either fragile or impaired people, which had to do both with environmental and with the structure of a room so far as protecting people that were prone to falls or had limited vision and/or balance issues, so --

Q. So my question is: Other than meeting with Don Sharpe and another person with the last name Warm, did you discuss the suspicions of Mr. Murray's will prior to his death with anyone else?

A. Well, with Brianna, who was --

Q. Anyone else?

A. -- a very full participant.

Q. Anyone else?

A. My sister Pam.

Q. Anyone else?

A. I don't think I was really on terms where I was chatting with my husband. Could it

have been discussed? Possibly, but more that he was trying to use my father's will, which he seemed to have some knowledge of, more than I did, as a reason to not pay anything to me in our divorce, so I would say I had not spoken to him, as he seemed to have more knowledge than I did.

Q. Other than Don Sharpe, Warm, Brianna, Pam Murray, and possibly your ex-husband, did you speak with anyone else about the suspicions of Mr. -- your suspicions of Mr. Murray's will prior to his death?

A. I can't recall. Is it possible? Yes, but can I recall anything? And when you say meeting with them for the purpose of, it doesn't always work like that. My meeting with Don Sharpe was about his wife's infirmity. Meeting with the lawyer Warm, whatever Warm, was as an adjunct to my divorce agreement, since it had been brought up so vociferously by my former husband as an issue, and I had not read it, but clearly, he had some knowledge of it, and, you know, what was I to do to defend myself against it?

The inference that I was meeting to thwart my father's will and/or Hilton was not the purpose. I had been attacked in the divorce

financially based upon my father's supposed intentions. I didn't know what the intentions were, but I certainly did not feel that things would go smoothly, given that there had been so much recent litigation with the Samuel Freeman Trust, which was ongoing 'til 2011.

I didn't think that Hilton stored warm, fuzzy feelings towards me in his heart and that he had every intention of using whatever powers he had under the will to -- what was actually quoted to me is that he would see me in the gutter. That was by my husband. Dear Dan told me that Hilton said he would see me in the gutter.

So whether he said it or not, and it may have been said for a fact, you know, clearly, they were thick as thieves, common enemy me, and, you know, so I was a little concerned, and I had said that to my father, and I had said that to my father for years prior to that as well.

Q. So you agree that prior to Mr. Murray's death, you had conversations with Don Sharpe, Mr. Warm, Brianna, and Pam and possibly your ex-husband about your suspicions of Mr. Murray's will. Is that correct?

A. About comments that had -- not my suspicions, comments that had been made to me, which I cannot articulate in any detail, that led me to believe that I was severely at risk, and that was due to both personal interactions with Hilton while I was at the end, the aftermath of the end, and the ongoing litigation with the Samuel Freeman Trust.

Q. Okay. Thank you very much.

All right. Now, moving on to the painting that you testified about in your first deposition, you said that there was a painting, maybe an oil painting, perhaps?

A. Oil painting.

Q. That you left at The Inn at Quogue. Is that right?

A. It was in my office. I was asked not to move out my personal possessions that were hanging on the wall that were being used. These were miscellaneous lamps -- but this was in my own office, which was in the back of the condo which I had redone with furniture from IKEA, because it was said that the records of the catering affairs and all --

I kept getting moved around, and they

wanted me to have an isolated office, just handle the catering and have those records discrete from the regular business of the restaurant. So I moved over there. I created a little sitting area where prospective brides and whatever could sit with their mothers and/or fiances. There was a little couch, two chairs, beautiful picture on the wall. It was painted in something other than whatever the leftover paint was. The furniture was clean, the carpeting was new, and it was a more graceful reception for people planning to drop a substantial sum of money on their wedding.

Q. Okay. I'm a little bit focused just on the painting, so if I could just ask you some specific questions.

What was the value of that oil painting?

A. When I bought it, I think it was -- oh, gosh. I gave you the receipt. Maybe -- God, was it $9,000? 8,000? I mean, it was back in the '80s. I recently got an appraisal on it, and the guy had a picture of it. I have a picture of it as well in my apartment. And I moved it there because I really needed a large wall picture that was peaceful and sort of bridal-y. It was in

pinks and blues and --

Q. When did you buy this painting?

A. '82.

Q. 1982 is when you bought the painting?

A. Uh-huh.

Q. Okay. And you left it at The Inn at Quogue, and you have an actual picture of it so we can figure out what this painting looks like? You have a picture of it you can give us?

A. It was in the appraisal that I sent to my attorneys.

Q. Okay. So there's a picture of it.

A. He had a picture. I have a picture of it on my wall at 737. I do not have a picture of it at The Inn at Quogue. However, I do have a statement from Donna McBride that the picture was in my office.

Q. Okay. And you are requesting reimbursement for this painting from Mr. Murray's estate. Is that correct?

A. Yes. And my father was aware the painting was in there as well. It was very large. It would be kind of hard to miss.

Q. All right. When is the last time you saw that painting?

A. Probably -- they had started changing that area, and I asked where the painting was, and they said it was in storage with my things, but it was not in storage with my things in a locked closet in the condo former -- my former residence, then it became the condo office. I mean, you'd have to understand when I refer to things and room numbers, there was a constant transition of the use of the rooms that was ongoing after I left the inn.

Q. So when is the last time you saw the painting?

A. Probably before they started changing my office into -- I forget what they did, whether they expanded the gym into that space. I really can't remember.

Q. Do you remember the approximate year the last time that you saw that painting?

A. When the catering was up in full gig, probably 2002.

Q. Okay. And you worked at The Inn at Quogue from 1999 to 2002, correct?

A. Yes, to the end of 2002.

Q. So about 2002 is the last time you saw the painting?

A. Yes. And then they had moved me into yet another office in the restaurant, in the back, towards what was called the garden room, and there was no wall for the picture to go on. But I was told it was being put in the locked closet, but it was not in the locked closet when the stuff was sent to me.

Q. I'd like to ask a few questions about the estate of your mother. You were appointed as the administrator of the Estate of Minnie Holmes Murray. Is that correct?

A. I was appointed as a substitute executrix in lieu of my uncle, who was discovered to be taking assets of my mother's estate, publicly-traded stocks -- New York Stock Exchange, Standard Oil, that type of thing -- and using them as collateral for his own loans.

Q. And you were actually -- I know that you were the substitute administrator, but you were actually appointed as the administrator -- I believe the court filing was in 1975. Is that right?

A. I think it was effective in '76, but I may be wrong.

Q. As the administrator, are you aware

that you were charged with the duty of administering the estate and establishing a trust pursuant to the will of Minnie Holmes Murray?

A. Yes.

Q. And did you establish a trust?

A. No, I did not.

Q. Why not?

A. First of all, the estate was in such flux when I received it. There was an ongoing lawsuit against my uncle, who had taken substantial assets and pledged them as collateral, so there was a suit against C&S Bank, in which we prevailed. We had to reestablish accounting records for years and years, by whatever means we could, to, you know, get us back on the rolls of New York State.

There were stocks that were deemed worthless, such as one called Frequency Electronics, which was restricted stock, but I got in touch with the president of that, Martin Block, and he arranged to liquidate the stock. There was an upcoming -- they were on the -- they went onto a stock exchange. What's that little one? I can't remember the name. And so we were able to liquidate that.

I also met with my uncle. I also met with my father. You know, it was an estate that held no assets, because everything had been taken, so the idea of establishing a trust, much less even paying a lawyer, was a stretch to try to get everything back into shape. And so the idea of creating a trust with zero assets --

I think my father at one point lent me $2,000 to open a bank account with CitiBank, so -- and then he kept -- he kept his own Estate of Minnie Holmes Murray, which was a legal fiction, that supposedly by paying legally-required payments to us under the terms of my mother's divorce from him, that he was supposedly repaying debt to her. So, you know, I mean, it was a gnarly mess.

Q. Okay. Back to the trust. You said that you did not establish a trust, correct?

A. No, I did not.

Q. And to this day, you have not established a trust?

A. No, I have not.

Q. All right. And what have you done, as administrator of the Minnie Holmes Murray Estate, since 1975?

A. I basically negotiated the C&S settlement, negotiated with Martin Block to change the terms so that our stock, which was restricted stock, could be converted into stock that could be maintained. I think we had some sort of a time period that we couldn't cash it in, but it could be registered and put on as an asset, as opposed to like a springing stock, that became some value. So we recovered certain amounts of stock. We did the whole --

Q. Can you tell me the date on that, please? Approximate date.

A. Maybe '78.

Q. Thank you. Please continue.

A. The stock with my uncle, that all started in '76. There were a flurry of legal letters in which my father participated.

And as I got more involved in the stuff with my uncle and sought to retrieve the records from my uncle, which he finally sent, after numerous and increasingly vociferous communication, it became apparent that there were other debts owed to my mother's estate.

I was 13-and-a-half when my mother died, so I was as unfinancially sophisticated as

you can get. And it became apparent that there was also a note from my father, and there was also --

Oh, I'm sorry. Bad habit.

There was a note from my father. There was additionally substantial monies that had been transferred in lieu of my father's note back and forth in exchange for the leaseholder, or I believe it was actual ownership, in tandem with my Uncle Lee, Leon D. Murray, who recently died, and that well over $300,000 had been invested into the Marion Building in Augusta, Georgia, using the estate's assets.

When they would transfer the note back and forth, in lieu of the assets, money would go into the building, the Marion Building, and then it would be transferred back for the note at the same amount, without any increase indicating, and that was what was represented by my father's supposed transference of the nonborrowed-upon Massachusetts -- what was it called? Massachusetts something. It was a life -- New England Life Insurance policy, yes.

Q. Did you file a release and discharge of Elizabeth Edwards Murray, administrator of the

Estate of Minnie Holmes Murray, in probate court?
A. No, I did not. It was prepared, but I did not file it, because we were hoping to negotiate with my father and file it using proceeds from the repayment of the corpus of this debt, as opposed to -- we were entitled to all the income and profit from the estate, but the corpus was of questionable value. The corpus, when I got the estate, consisted of nothing that had any value, except for the note from my father.
The stock was missing. I was able to recover that. That was corpus. And I was able to take stock that had no value, it was penny stock, and I was able to negotiate with Martin Block that it be converted into something other than founders stock, and so that all of a sudden became an asset.
And then I negotiated with my uncle -- the estate -- my mother's estate held an either 12.82 or 13.2, I can't remember, interest in the Columbia Office Supply Company, which was divvied up between a sale to the partners, then a sale of that to Corporate Express, and then there were remaining assets that generated rental income, interest income, and then finally, the sale of the

land and the warehouse and the actual building.
So that all went through 2006. So the estate was still active, but the division of assets in 1992 was initially requested by my sister Catherine, because she was concerned, and indeed, as I understand it, rightly concerned, that she had pledged or given her guarantee on various notes and that she had evidenced her assets and/or interest in the income from the Estate of Minnie Holmes Murray, and that she wanted those assets put into a secure location, so to speak, so that they could not be tampered with if my father and/or Hilton had to declare bankruptcy with respect to various real estate interests that were very compromised, given the economic situation at that time with real estate investment trusts and all of that.
Q. My original question was with regard to a release and discharge of the administratrix.
MS. CRAIG: I'd like to mark it as Defendant's Exhibit 4, please.
(DFT. EXH. 4, 8/20/90 Letter to Thomas Berner from Gail Margolies Reid with Attached Release and Discharge of Administratrix, Bates EEM4396 through 4401, was marked for

identification.)
BY MS. CRAIG:
Q. This is a six-page document. For the record, the Bates stamp number is EEM004396 through 4401.
Do you recognize this document?
A. Yes.
Q. Who drafted this document for you?
A. I believe it was Tom Berner.
Q. Tom who?
A. Berner.
Q. Could you spell that?
A. B-E-R-N-E-R, Thomas Berner.
Q. Where does Mr. Berner practice?
A. In New York City.
Q. And if you'll look on Page 2 of the document, you'll see a signature line under number -- on the line that has number one. Is that your signature?
A. Yes.
Q. And below your signature, it appears as though it's Catherine's signature and Pam's signature. Is that correct?
A. That is correct.
Q. If you look on Page 3 of this document

that's Defendant's 4, at the very top, it says: State of New York, County of New York, on this 3rd day of July 1990, before me personally came Elizabeth Edwards Murray. Is that correct?
A. Yes.
Q. And then below that, it appears as though Catherine and Pamela, those documents have been notarized for those two individuals as well. Is that right?
A. That is right.
Q. And yours says State of New York, County of New York. Is that because you were living in New York at the time?
A. That is correct.
Q. Page 6, which is the last document, there appears to be a check that was written by Pam to the Westchester County and Surrogate's Court for $24. Is that right?
A. Uh-huh.
Q. Do you know what that was for?
A. It says: Microfiche costs, not registration of document costs. She probably needed to get an original certificate of my executrix to file with this document when and if it was filed. This document is dated 1990. The

distribution was made in '92. This was obviously meant for a different purpose, and it was never filed.

Q. Let's talk about the distribution in 1992. Did you liquidate the Estate of Minnie Holmes Murray --

A. Not the entire estate.

Q. Just for the benefit of our court reporter and the videographer --

A. Sorry.

Q. -- just if you'll let me complete my questions, and then if you'll answer them.

In 1992, did you liquidate the Estate of Minnie Holmes Murray through a settlement agreement and final accounting between you and your sisters Pam and Catherine?

A. Only partially.

Q. How do you partially liquidate an estate?

A. Because there were only parts of the estate that were liquid.

Q. What was left in the estate after 1992?

A. After 1992, there were the following: There was a note -- I don't remember if it had

converted at that point, but there was a note from the people who had bought out Columbia Office Supply Company. It may have already converted to an interest-bearing note from Corporate Express. That was unable to be liquidated in any way, shape, or form. It was a long-term agreement that ended, I believe, in the early 2000s. There were -- there was --

Q. How much was that asset?

A. I can't -- it was maybe 125,000. I really cannot give you any firm -- I could refer and send you that information if you would like.

Q. I would. Thank you.

So what I'm interested in, if you could just give us a list of what you claim to be the assets that were left in the Estate of Minnie Holmes Murray after what you characterize as a partial liquidation in 1992. If you could give us a list of all those assets.

A. I'm giving it to you right now.

Q. Okay. The first one you said is a $125,000 asset?

A. That is an estimation only.

Q. Okay. Could you describe what that asset is again?

A. That asset was my uncle, who was elderly, sold --

Q. What is his name?

A. James Gadsden Holmes. Sold the company, Columbia Office Supply Company, to three junior members of the firm that sought to buy it out, and he retained a very small residual interest. He stayed there for a few years. They were not doing well.

Out of the blue -- and I was directly involved in these negotiations down in Columbia -- there was Corporate Express, which is a major international company, bought the interest of the three young bucks who had bought it from my uncle and bought -- paid not only to take out the common stock that we had retained as security against the notes from the three young men who had bought it, but also bought out the preferred stock, and we received a note bearing interest, and I cannot give you the interest amount, in lieu of those interests. They did not elect to buy the building, the warehouse, or the plot of land on I believe it was called Huger Street. It reads Huger Street, but I think it's pronounced hugh-gay.

My uncle was able to, while the three young men were there, to lease that property to them, although they did not own it, so there was a small rental income. There was some sort of an interest or a partial payout income from them for the years in which they were operating profitably, then there were a couple of years of no income, because there was no profit, and then it was sold to Corporate Express.

And I did fly down for those negotiations to -- in Columbia, South Carolina, met with my uncle, the people from Corporate Express, because I at that time was in the merger and acquisition business, so this was like my backyard.

Q. All right. What is the status of that asset currently?

A. It was liquidated at the time that Corporate Express -- and the money was distributed to all three of my mother's children.

Q. Okay. So when was this asset that you've been discussing, Columbia Office Supply Company, liquidated?

A. Columbia Office Supply Company was liquidated in three stages. The common stock was

liquidated when the three young men bought it. The preferred stock maintained -- was -- ownership was maintained by the estate of my grandmother, Minnie Holmes. My mother was also Minnie Holmes. She was -- my mother was Minnie Farmer Holmes. I can't remember what my grandmother was. She then -- so then we owned the preferred stock, and the preferred stock was paying nominal dividends. We were receiving interest. And, you know, after a certain number of years from the three guys, they were starting to falter significantly.

By the way, I am very cold in here.

Q. Okay. We'll be happy to turn it up.

A. Could you turn -- this happened before, but --

Q. We want you to be comfortable.

A. So those monies continued to be distributed to each one of my mother's daughters after the '92 distribution, both the preferred stock dividends, which were not substantial, the interest from the notes from the partners that bought out my uncle. Additionally, he rented them the office space, and I'm not sure if he rented them -- there was also a renter for the warehouse, and there was also a spare plot of land.

Q. Can you tell me -- all I need to know is when this particular asset was fully liquidated. Can you just give me a date?

A. 2006.

Q. Okay. Thank you.

Any other assets in the Minnie Holmes Estate after 1992, other than the one you just described?

A. Yes. There was the note from my father and the Massachusetts Investment Trust life insurance. It was a whole life policy. And I'm trying to think. There were a couple of tax refunds. I actually created a list somewhere, and I'd be happy to send it to you.

Q. Okay. Great. Thank you. If you'll provide that to your lawyer, she'll give it to us.

What is the status of this asset, the Massachusetts Investment Trust?

A. It was liquidated, because my father stopped paying the interest on it, and he -- and we maintained it for a while, but we really could not afford -- because we were not just paying the maintenance of the policy, we were paying interest on all the loans that he had taken, without our knowledge, on the policy. So we were not only

paying for the policy premiums, we were paying for the interest on the loans he had taken on the policy to maintain it, which was prohibited in our agreement.

Q. Can you -- all I need is a date on the Massachusetts Investment Trust, when that was liquidated.

A. I would say that was in '93, and we got something like maybe -- oh, gosh. I saw this figure recently. I started to say 21, but I don't think it was that much money. Liquidation value may have been $11,000 after payment of all the loans and interest and that was distributed.

I ended up actually owing the estate money, about $13,000, because of an accounting mistake by our accountant, so I repaid my sisters, and so all proceeds of any substance after that were distributed to the two of them, as opposed to my third.

Q. Okay. Just keeping now with the list of the assets after 1992, the final one that you mentioned were tax refunds. Could you tell me the amount of that and when it was liquidated?

A. Oh, I can't give that to you.

Q. Can you give me an estimate?

A. In -- maybe 5- or $6,000.

Q. Okay. When was that liquidated?

A. Probably in '93.

MS. CRAIG: All right. We're going to take a quick break. Thank you.

THE VIDEOGRAPHER: We will now go off the record. The time is approximately 11:07 AM.

(A recess transpired.)

THE VIDEOGRAPHER: We are now back on the record. The time is approximately 11:22 AM.

BY MS. CRAIG:

Q. Ms. Murray, with regard to the assets that were in the Minnie Holmes Murray Estate after 1992, was it agreed among you, your sisters Pam and Catherine, that any liquidation of those assets would go straight to those three beneficiaries?

A. Not all of them. It was not possible. My uncle was not willing to write three checks for everything, so he would write one check, which went to Atlanta, where my sister was living, just because she was nearby and he could remember her address -- I mean, he was getting old -- and then she would write a check divided into three and send it to us.

Q. Okay. But the other assets went straight to the beneficiaries?

A. I asked them -- for the larger things, such as the liquidation of the Corporate Express note, I asked them to -- I don't have a record of it. I asked them to make the checks out directly, and I believe they did, or it was done in some form that the monies could be distributed more quickly.

Q. So when the office supply, was it -- Columbia Office Supply Company, when that asset was fully liquidated in 2006, did the money go straight to Pam, and then Pam wrote the checks for you and --

A. I don't recall.

Q. How could we find that information out?

A. It would be very difficult, because my sister is dead, but I could try to resurrect my records. I seem to think that because they were such large checks, that those went directly -- of course, I had interaction with my uncle and requested that because of the amount of the checks, but those larger checks, I did intercede and asked him to please send them directly.

Q. But that asset did not go into the Minnie Holmes Estate, and then the proceeds were distributed from there?

A. No, but the question of whether that was corpus or profit is -- which is income off of the assets, is questionable simply because the stock, for years and at the 1992 liquidation, was deemed to be worthless. The negotiations did not start until after 1992. So although we held an asset, it had been deemed essentially worthless at the time of my mother's death and was worthless for years because the company did not make enough money to pay any dividends on the preferred stock of a defunct, bankrupt company. So it was a worthless entity that -- where value was created over time in negotiation.

Q. And then when it was fully liquidated in 2006, those proceeds did not go into the Minnie Holmes Estate?

A. There was no longer a checking account. There was no reason to have a checking account for interest that would come in $126 once a quarter. It was -- did not --

Q. If you could just let me ask the question, please.

A. Yeah. Sure. I'm sorry.

Q. When the asset that we've been discussing, Columbia Office Supply, was fully liquidated in 2006, those proceeds went directly to the beneficiaries and not into the estate of Minnie Holmes Murray. Is that correct?

A. That is correct.

Q. And how much did you get from that liquidation in 2006?

A. I think that was $44,000 on an individual. That was the sale of the building.

Q. In your deposition that we took a couple of months ago, you mentioned the Minnie Holmes Murray Realty?

A. No, it was not Minnie Holmes Murray Realty, it was Minnie Holmes Realty.

Q. It's called Minnie Holmes Realty?

A. Yes.

Q. Okay. When was that entity created?

A. Last fall. We had to check through corporate names. What I did was I had my attorney -- and I'd been following the advice of my attorney. I put in the value of the actual mortgage, actually a little bit more than that, $375,000 into an escrow account to fund it, but

there was no point in moving it into an entity not making any interest until it was able to be used. We had an assignment of mortgage set up, the company rejected it, then they rejected a short sale, and now I will, you know, who knows, buy it off the auction steps. Who knows?

Q. The Minnie Holmes Realty was created, you said, in the fall of 2014?

A. Yes.

Q. And who -- what's the name of the attorney who assisted you with that?

A. Judith Reardon, R-E-A-R-D-O-N.

Q. Where does she practice?

A. In Katonah, New York.

Q. What are the assets in the Minnie Holmes Realty currently?

A. Nothing, zero, maybe the $5 that you -- I don't -- I have no idea.

Q. Have there ever been any assets in Minnie Holmes Realty?

A. No.

Q. Are you going to close the --

A. She holds $375,000 in escrow if I am successful in buying it back. This was one of those wonderful Countrywide mortgages where they

lost the note. The note has been disappeared since 2010, I believe. There is no note that they can come up with. And it's one of those peculiar mortgages as a fall-out, sold in tranches of debt, was robo signed, et cetera.

Q. The Minnie Holmes Realty that Ms. Reardon assisted you with, was that created in New York?

A. Yes.

Q. And when you said she holds $375,000 escrow, I assume you're talking about Ms. Reardon?

A. Yes, for the purpose of funding it on behalf of my daughter.

Q. But from the inception of Minnie Holmes Realty until today, there have never been any assets in Minnie Holmes Realty?

A. No, only an escrow account, which the purpose of is to fund it, and she does hold that. No other purpose for that escrow.

Q. In 2007, did you submit --

Before I go to that, let me ask you one more question on this document, which is Defendant's 4.

A. Uh-huh, sure.

Q. Who is Gail Margolies Reid?

A. She was the accountant for the estate, and she's a certified public accountant, and she used to work for Arthur Andersen.

Q. And it appears as though Ms. Reid wrote this letter to Mr. Berner, who is a lawyer I believe you said?

A. In New York.

Q. In New York. And in the letter, Ms. Reid states: As you know, it is the beneficiaries' desire to liquidate the estate into three separate and distinct trusts. It is my understanding that you will also assist the beneficiaries with preparing any trust documents which may be appropriate as well as designating a trustee, or trustees.

Did I read that correctly?

A. Whatever is in there, I assume you read it correctly, yes.

Q. Okay. And you were copied on this letter, correct?

A. That is correct.

Q. And do you recall receiving it?

A. Yes, I do, actually.

Q. And what -- do you agree with the contents of the letter, that it was your desire,

as a beneficiary, to liquidate the estate into three separate and distinct trusts?

A. No. It was a polite way of saying that Pam and I had agreed to liquidate it at Catherine's request.

Q. So you dispute the content of --

A. No. It was a polite version of saying that in truth, we agreed to do it, given her situation, which was that she stood to lose her inheritance because she had guaranteed debt with it.

Q. So do you -- just do you agree or do you disagree with the sentence in this document, Defendant's Exhibit 4, that says: It is the beneficiaries' desire to liquidate the estate into three separate and distinct trusts?

A. It's a polite legal fiction.

Q. Is that -- that is --

A. I can't agree or not agree.

Q. All right. In 2007, I believe you submitted a statement of net worth. Do you recall that?

A. Yes. Oh, you mean with respect to my divorce, yes. Am I allowed to look at a picture of that?

Q. Yes, ma'am.

A. Thank you.

Q. If you'd just let me get an exhibit sticker on here, I'll give it to you right afterwards.

A. Thank you.

(DFT. EXH. 5, Statement of Net Worth, Bates DIV2780 through 2799, was marked for identification.)

BY MS. CRAIG:

Q. I'm handing you what's been marked as Defendant's Exhibit 5.

A. Right.

Q. If you'd look at the first page of this looks as though it's a 20-page document, it says that this document is applicable in the State of New York, County of New York, correct?

A. Uh-huh, uh-huh.

Q. And you just have to say yes --

A. Yes.

Q. -- for the benefit of our court reporter.

And then it says: Elizabeth E. Murray, the defendant is marked, herein, being duly sworn, deposes and says that the following is

an accurate statement as of May 21, 2007, of my net worth (assets of whatsoever kind and nature and wherever situated minus liabilities). Is that correct?

A. Yes.

Q. And did you, in fact, fill out this statement of net worth?

A. My attorney and I did together.

Q. And who is that attorney?

A. Valerie Wolfman.

Q. And in this document you swore to provide accurate and truthful information in the statement of net worth?

A. That is correct.

Q. And if you'd look at the very last page of the document, which is Bates stamped DIV2799, that appears to be your signature. Is that correct?

A. That is correct.

Q. The notary signature, do you recognize that?

A. Oh, yeah. She worked for -- he worked -- Chuck Noell worked for Valerie Wolfman.

Q. If you look at Page 7 of this document -- the pages are on the top right-hand

corner -- if you see assets. And you understand that this is where you identified all of the assets that you had in your possession as of May 21, 2007. Is that right?

A. Uh-huh.

Q. And in this statement of net worth asset section, you did not list Mr. Murray's debt to the Minnie Holmes Estate as an asset. Is that correct?

A. It lists -- it lists cash accounts, savings accounts. It was not a personal asset; it was an asset that was for the benefit of my beneficiaries.

Q. My question is pretty specific, and please look at the documents as long as you need to, but when you look at the asset section of the statement of net worth that you provided May 21, 2007, you did not list Mr. Murray's debt to the Minnie Holmes Estate, did you?

A. It notes cash, checking accounts, savings accounts, security deposits, others, securities, stocks, options, broker margins, loans to others and accounts receivable -- I wouldn't call my father an account receivable -- and cash surrender value of life insurance, which was not

to my benefit alone, certainly, and value of interest in any business. I believe I was fairly complete.

Q. Okay. And you did not list Mr. Murray's debt to the Minnie Holmes Estate as an asset in your statement of net worth you provided in your divorce. Is that a correct statement?

A. There certainly was not a place for it.

Q. Ma'am, did you put it or not?

A. No, no, absolutely not.

Q. Thank you.

All right. Now, if you look at the -- let's see. Page 9 of this document, under D, it says: Value of interest in any business. It appears as though you said the current net worth on this date of your business was $1,085. Is that right?

A. That must have been what was in the cash account.

Q. Is that correct that the current net worth of this business on this date was $1,085?

A. That sounds right.

Q. And then flipping to Page 11, under

contingent interests, it says: Stock options, interests subject to life estates, and prospective inheritances.

A. Okay. And contingent interests.

Q. Yes, ma'am. Do you see that?

A. Interests subject to life estates and prospective inheritances.

Q. And on Page 11 and Page -- actually, it's just on the bottom of Page 11, all of the contingent interests are identified there, and you identified the current value as being zero. Is that right?

A. Are we talking marital assets here, which is generally what a divorce agreement entails?

Q. Ma'am, I'm not asking that question. I'm just asking what is contained in your sworn statement of net worth dated March -- I mean, excuse me, April 21, 2007, and the question is: Under contingent interests, do you identify that the current value is zero? Yes or no.

A. I don't refer to it, so how can I refer to it as zero?

Q. Ma'am, on the contingent interests on Page 11, and for the record, it's DIV Page 2790,

at the very bottom, it says current value, and it says zero. Did I read that correctly?
A. Yes, in marital interests, it was zero.
Q. All right. If you now flip to the next page, which is Page 12 of 20, and it's Bates stamped DIV2791, there's a section under K for the identification of jewelry, art, antiques, precious objects, gold, and precious metals. Do you see that section?
A. That is correct.
Q. And then under 1.3 of the description, there's a place where you can identify art acquired, and it says: Acquired prior to marriage or with nonmarital inherited money (except for small prints of small value).
A. Where is this?
Q. 1.3.
A. 1.3, inherited or gifts, costume jewelry, art acquired prior to marriage or with nonmarital inherited money. Okay. And I say $20,000.
Q. Yes. Is that correct?
A. Yes.
Q. And that's for jewelry, art,

et cetera, I believe, is what you specified?
A. Well, I acquired no jewelry.
Q. Where it says at the bottom -- it says current value $20,000, correct?
A. Uh-huh.
Q. And so any art that was acquired prior to the marriage or with nonmarital inherited money, except for small prints or small value, did you add that information?
A. Did I add it?
Q. Yes.
A. I don't believe so. Perhaps my attorney did. I have no knowledge of that.
Q. Okay. And you're saying that out of this current value, you had no jewelry?
A. My wedding ring had been lost. I think I had a necklace of some value, and I had a statue and two paintings of any value.
Q. So the only jewelry that you are claiming on here is a necklace?
A. Yes, which was bought with -- prior to my marriage.
Q. And what was the value of that necklace?
A. Gosh, 3- to $5,000.

Q. Any other jewelry that was included in this valuation?
A. I don't think so. I know in my husband's deposition, he stated he gave me tens of thousands of dollars of jewelry, which was a complete fiction. Hunting equipment may have been accurate, but not jewelry. My engagement ring was lost in France. He gave me costume jewelry from the Metropolitan Museum of Art, and I had two paintings of any value, and the necklace. Oh, and a statue, and a statue, I'm sorry, and a statue.
Q. What was the value of the statue?
A. Maybe $5,000, maybe $4,000. It was on the thing I sent you from Vorpal Gallery. It was why my father got the name wrong. I showed him that piece of paper, and he took the last name said the painting was by Holmes, who was the statue maker, and right above it, it said Singleton, who was the picture.
Q. Okay. Any other -- other than the statue and the necklace, anything else that is included in this $20,000 total?
A. Two paintings.
Q. What is the value of those two paintings?

A. Now or then?
Q. When you filled this out in 2007.
A. I would have said the statue five, the necklace three, but I don't know. One painting, I think, was 8- or $9,000, and the other would have been the balance. There was, you know, value -- purchase value versus auction value versus resale value. I tried to be as responsive as possible to the question.
Q. All right. Anything else that is included in that $20,000 total for jewelry, art, et cetera?
A. Well, I mean, I had some pins. I had some pins from my mother, but they weren't -- who wears pins? No. I just didn't -- all my jewelry, frankly, is fake. This ring is fake. These earrings are fake, you know.
Q. In your prior deposition, you mentioned that you had filed a claim with an insurance company for theft?
A. Uh-huh.
Q. And I think you received $50,000?
A. No, no. The value of all of the items in there was $50,000.
Q. And what did the insurance --

A. I did not receive $50,000. It was replacement value.
Q. And these weren't scheduled items?
A. No.
Q. Okay. So what did you receive from the insurance company?
A. $9,900.
Q. And when was that?
A. $9,999.82.
Q. All right. When was that?
A. Last year.
Q. And which insurance company paid you that amount?
A. Charter Oak. And then I had to go replace coats that were stolen, and they gave me the replacement value when I sent them the receipts, and I can't tell you how much that was. It was replacement value insurance. It did not cover jewelry, it did not cover furs, and the majority of what was covered -- what was stolen was jewelry and furs. Fortunately, they stole my coats, which was very strange, and I had some nice coats.
Q. How much in jewelry was -- if you had to put an estimate on the value of the jewelry

that was stolen, what was that estimate?
A. Well, the majority of the jewelry that was stolen was from -- a gift from Harry Schult, a boyfriend, and that was necklace, a ring. I can't remember exactly. That's the majority of what was stolen. Obviously not my engagement ring, because that had been long gone. The jewelry was not valuable. In fact, they even stole some costume jewelry, because it was really a good fake.
Q. How do you spell Mr. Schult's last name?
A. S-C-H-U-L-T. He died last May. Sorry.
Q. My condolences.
A. Yeah. Everybody's dying on me this year.
Q. Are you currently seeing somebody now?
A. I am living with Nick Richardson, all details of which were proffered in my last deposition.
Q. You were living -- you're living with who? I'm sorry.
A. Nick Richardson, Nicholas James Richardson.
Q. And you and Mr. Richardson have been

cohabitating for how long?
A. Since September of 2013. Is that right? Yeah. '13? Yeah.
Are we formally cohabitating? We do not have a domestic partnership agreement. I stay at his house during the week, he stays at my house during the weekends, but yes, we're living together.
Q. You're dating Mr. Richardson?
A. Yes, very seriously.
Q. All right. Did you provide your sisters, Pam and Catherine, with accountings of the Minnie Holmes Murray Estate?
A. Gail Reid did, with supervision.
Q. The CPA --
A. Yes.
Q. -- who's identified on Defendant's 4?
A. Gail Margolies Reid, you got it.
Q. Okay. And when is the last time that Gail or you provided Pam or Catherine with an accounting from the Minnie Holmes Murray Estate?
A. Actually, I sent Pam something last spring, just so that she could review it and make sure that her records matched mine. I also have sent it to my attorneys, and I just double-checked

her records and my records to make sure that we were in complete concurrence so far as the numbers.
Q. Why would you send Pam an accounting, but not the other beneficiary, Catherine?
A. Because Catherine and I have not spoken in years. She did not ask me for it. And Hilton had written me a letter saying that he had commingled the assets of the estate completely with another trust and that he was unable to give me any valuation, so what was the point?
Q. Well, my question --
THE WITNESS: I have a copy of the letter, Hilton.
BY MS. CRAIG:
Q. Okay. So you did not provide an -- the accounting that you said you provided to Pam last year, you did not provide that to Catherine Smith?
A. No, I did not.
Q. When was the last time you provided an accounting to Catherine Smith?
A. Each time that she received money from the estate, that she was given the information of where it came from.

Q. Did you do that verbally, or did you do it with documentation?
A. It would have been attached. It would have been a notation on the check.
Q. Okay. So it would be on the check, and it would be noted, and Catherine would have that information?
A. Yes, and she never sent any request for any further information.
Q. Who is Linda Vincent?
A. She was my father's fifth wife.
Q. Where is she now?
A. She lives in Charleston, South Carolina.
Q. Do you know where?
A. Something Wharfside.
Q. When's the last time you talked with Ms. Vincent?
A. I spoke to her last night. She heard I was coming to Charleston, and she wanted to have a drink and -- or I said I would take her for a drink. I can't remember.
Q. Are you friendly with Ms. Vincent?
A. Somewhat. I mean, you know, I will go for years without speaking to her, and then she'll

come to New York, and, you know, once she stayed with me because she couldn't find a place to stay, but -- and my -- we have a mutual friend, so sometimes I hear about her when --
Q. Who's the friend?
A. Nidia Miranda is her name, again, an intermittent relationship.
Q. Do you contend that Ms. Vincent has any information related to the claims that you have filed against Mr. Murray's estate?
A. Do I contend -- I asked her if my father -- when I saw her a few months ago, I asked her if she was aware of my father's liability to my mother's estate, and she said absolutely, that he was openly -- he openly claimed it, she knew about it, she knew he owed the money, and that he was very transparent with her about it.
Q. When did this conversation take place?
A. I guess December when I was here.
Q. December of 2014?
A. Yes, because I was just wondering, since, you know, he clearly kept other people in the dark. That was his last legally married wife, incidentally. She was not a common law wife; she was a wife.

Q. Prior to this letter that was sent by Gail Margolies Reid in 1990, how often did you provide accountings to the beneficiaries of the Minnie Holmes Murray Estate?
A. Yearly with the tax return.
Q. And when was the last time you filed a tax return for the Minnie Holmes Murray Estate?
A. 1992, and there was a small refund that was distributed to Catherine and Pam.
Q. Do you have a copy of that?
A. Huh-uh. The return?
Q. Yes, ma'am.
A. Somewhere.
Q. Would Gail Margolies Reid have assisted you with that?
A. Assisted me with preparing -- oh, absolutely. She prepared the return, and it was -- all of us saw it.
(DFT. EXH. 1, Statement of Creditor's Claim, was marked for identification.)
(DFT. EXH. 2, Petition for Allowance of Claim, was marked for identification.)
(DFT. EXH. 3, 2/9/06 Letter to Mr. Murray from Elizabeth Murray, was marked for identification.)

BY MS. CRAIG:
Q. I'm going to give you what we've already premarked as Defendant's Exhibits 1, 2, and 3, just for identification purposes, and I'll ask some specific questions, but on Defendant's Exhibit 1, is that the filing that you did with the probate court regarding these claims?
A. Yes.
Q. All right. And Defendant's 2 appears to be a copy of the petition for allowance of claims that you filed with the probate court. Is that correct?
A. Petition 2 being on what page? Is it after this?
Q. No, I'm sorry.
A. Oh, this one?
Q. If you look at Defendant's Exhibit 2, petition for allowance of claims that was filed in the South Carolina Probate Court.
A. Yes.
Q. And then the Defendant's 3, the next document --
A. I have two documents here. I am sorry.
Q. That's okay. Defendant's 3 appears to

be a Dear Daddy letter?
A. Yes. I regret ever having written Dear Daddy, since that is how it is -- but that is how I referred to my father.
Q. Okay. And that is dated February 9th, 2006. Is that right?
A. Uh-huh, that's correct.
Q. Let's just go ahead and start with that one, since you have it in front of you. The Dear Daddy letter marked as Defendant's Exhibit 3 --
A. Let's refer to it as the February 9th, 2006, letter to my father.
Q. You did not see your father sign this letter. Is that correct?
A. I think this is a letter from me to my father, not from my father to me. Oh, I see, the acknowledgment. Yes. No, I didn't. I saw -- I saw him scribble something at the bottom, and that's when Gil Mestler was there, but it was not witnessed, because it was not a full signature.
Q. And you're referring to Flavin 0022, which is the last page, and my question is: Did you see Mr. Murray sign his name to this document, and it says William E. Murray in the middle of the

document?
A. No. I wasn't in the room. I was in the house, but I was working on the computer.
Q. Now, on this date, February 9, 2006, you asked your friend Gil Mestler to meet you and Mr. Murray?
A. It would have been the following day, whenever I was meeting with my father. I did not know for sure when I was meeting with my father, but I tended to see him virtually every day, and he'd called me and wanted me to have lunch with him.
Q. The document which is marked as Defendant's Exhibit 3, you drafted this document, did you not?
A. Absolutely.
Q. All right. And then you met your father at a restaurant the following date, which was February the 10th, 2006. Is that right?
A. That is -- that is correct.
Q. And at your request, your friend, Gil Mestler, came to the restaurant to hopefully witness Mr. Murray's signature?
A. To be available, yes, if my father wished to sign it.

Q. Now, Mr. Mestler did not sit at the table with you and Mr. Murray for lunch, did he?
A. No.
Q. He actually stayed at an area in the restaurant that was away from the table and did not come over to the table until you summoned him to do so. Is that right?
A. I gave him the eye, he came over, and when my father was prepared to sign it, he was sitting next to my father. I think he did see me reading from this letter. I don't know at what point -- I don't even -- I don't think I called him over there until I finished reading the letter to my father.
But this letter was not spontaneous. My father was aware that I needed him to sign something because my husband was claiming that I had this substantial money coming in from my father and that he did not wish to pay any maintenance and/or child support initially because of this inheritance from my father and supposedly the substantial monies connected with my father's estate.
Q. The reason Gil Mestler was in the restaurant that you and Mr. Murray were in on

February 10, 2006, was because you asked him to be there?
A. Absolutely.
Q. And the reason why he came over to the table where you and Mr. Murray were sitting is because you asked him to come over?
A. Yes, because he is a notary.
Q. Okay. Now, after you left -- was the restaurant name Hunter's?
A. Yes, that's right.
Q. Do you remember --
A. Unfortunately, it's no longer in existence.
Q. Do you remember what the street -- the cross streets were?
A. Between 78th and 79th on Third Avenue. Yes, definitely.
Q. After this lunch, Mr. Mestler did not go with you and your father to Dana Flavin's, did he?
A. No, no. He left. My father got very agitated because he was unable to sign his name, and after he -- Gil asked him to sign on the line, just to make it more official, and my father started shaking, and I think he said something

like: I'll sign this later, and he stuffed it in his briefcase and basically made it clear that Gil should leave and so -- but, I mean, Gil -- he had asked Gil if he wanted a cup of coffee, so, I mean, it wasn't hostile. I think my father was a proud man, and he became uncomfortable.

Q. Gil Mestler left the restaurant, which was then called Hunter's, after Mr. Murray became agitated. Is that right?

A. After he had done this lower whatever.

Q. But he appeared agitated?

A. He appeared agitated that he could not sign as he had been requested to sign on the line.

Q. Yes, ma'am. And I understand that's your understanding, but did he appear agitated or not?

A. Agitated.

Q. And I'm just using that word because you did.

A. He was agitated at his -- at his physical inability, not agitated at someone else.

Q. Yes, ma'am. So he appeared agitated?

A. Yes.

Q. All right. Now, what color was the briefcase?

A. God, I think it was black, but I don't know. It was not the big one he used to carry. It was a slimmer thing. You know, I don't know. I think it was black.

Q. After having lunch at Hunter's, did you and your father then get directly into a car and go to Dana Flavin's house?

A. We were leaving the restaurant. I was trying to reach his healthcare attendants, who were in a bar on Madison Avenue. Lucky had taken us -- had arrived at some point, but he did not know the way to Dana Flavin's house, so he went and got Sonny, and Sonny appeared, but Sonny was drunk, so -- or inebriated. He was definitely inebriated, but not definitely drunk at that point, so I said I was driving the car. My father had borrowed my car from time to time.

And so I went with them, driving the car, which was not my full intention that day, and Sonny was in the back seat giving me directions. She lived way out in the boonies in Greenwich, Connecticut, in the estate section with -- it was very difficult to find.

Q. In the car headed to Dana Flavin's, you were driving, Mr. Murray was in the passenger

seat, and Sonny was in the back seat?

A. I believe that is so, yes.

Q. Was anyone else in the car?

A. No.

Q. What time did you arrive at Dana Flavin's house?

A. Well, we didn't have lunch 'til I would say 2:00-ish, so maybe we left at 3:15, 3:30, maybe we got there at 4:00. It was getting dark. It was in the middle of winter. I don't remember exactly, 4:00-ish. You know, it really wasn't relevant. It was a late lunch because Alta, who joined us for lunch, was late as always, so --

Q. Other than you and Alta and Mr. Murray at the lunch on February 10 at Hunter's, did anybody else join you?

A. I don't think so. Lucky was supposed to come, but I think he didn't come. And then when my father was leaving, he had one of his faint spells and was sitting -- and I made sure he sat on something in the bar while we waited for Sonny and Lucky and -- they had parked my car when I came in, so I didn't even know where my car was.

Q. Did you think it was strange that you

were going to Dana Flavin's house on this particular day?

A. I wasn't going to Dana Flavin's house, except that Sonny was so damn inebriated. I wasn't going to hand him the keys to my car. It was my father that wanted to go see Dana. He wanted to have lunch with Alta, but he wanted to go see Dana. I mean, my father had little desire to be at home with Helen when he could find an escape.

Q. On this date, February 10, 2006, had you ever met Dana Flavin?

A. No.

Q. Did you know that she had been intimate with your father?

A. I had heard about it.

Q. Did you know that Dana had a daughter, Courtney?

A. Yes, yes.

Q. And you knew about Courtney before?

A. Yes.

Q. You knew about Courtney before February 10, 2006?

A. Yes, but I didn't know whether she was definitely his daughter. I knew that there had

been whiskey talk about it, you know. I had heard a letter that -- a note she wrote. There were pictures in his office.

There had been a mysterious disappearance the prior Thanksgiving where evidently Sonny had driven my father up there for Thanksgiving, and I had tried to keep Helen under control as she crashed the entire Thanksgiving dinner down on the floor at the Carlyle.

So yeah, I was aware of Dana's existence. Whether she was my -- his former girlfriend or the mother of his child was all open to speculation, wasn't it?

Q. But in 2006, when you went to Ms. Flavin's house in Greenwich, Connecticut, you had never met her before?

A. No, no.

Q. And it's your testimony the reason why you went there is because you needed to drive the car?

A. Exactly, and my father wanted to use my car, because the only car he had was Helen's car, which he paid for the garage, but he didn't want Helen to know he had taken her car, particularly to go see Dana, because she was

insanely jealous.

Q. When you got -- when you arrived at Dana Flavin's house, was there anybody else present?

A. Sonny. He was in the car with us and my father.

Q. Did Sonny go into her house?

A. Oh, absolutely, went into her kitchen.

Q. And you also went into the house, correct?

A. That is correct.

Q. And I believe you testified previously that you asked to get on Ms. Flavin's computer?

A. Yes, because I had to bill my client. I had to get my bills out. The reason I did not want to go to Greenwich is that I always submitted my bills to my clients. I paid my workers on Friday, and I billed my clients, and they generally deposited a check or had the money waiting for me, and I always billed my clients promptly, because I was out the money.

Q. Why -- what was your understanding of why Mr. Murray was going to Dana Flavin's house on that particular day?

A. He wanted to sign a new healthcare

proxy.

Q. Who told you that?

A. My father.

Q. Did he say anything else?

A. He didn't want Helen to know about it, and he didn't want anybody to know about it until it was done, but he had spoken to friends of his in the medical community. Actually, he wanted James to know about it, because he wanted James -- and we read it to James in the office.

Q. When did that happen?

A. After we had lunch one day.

Q. Approximate date?

A. I don't remember. It was, I think, prior to this, but -- I believe it was prior to this, yes, because he wanted James to be -- there was -- he was having me investigate Burke Rehab Center in Westchester County in White Plains, which, for some reason, he thought was like practically the next town over from Katonah. It was near. And I had said if he went there, I would monitor him. I would visit him.

He was talking to Lloyd Old about it. He was talking to Jim Watson. He wanted out of South Carolina, and he wanted more aggressive

treatment of his Parkinson's, and he also wanted to be separated during that time period from Helen, who he thought was detrimental for his health.

Q. Looking back at Defendant's 3, the February 9, 2006, letter, did you ever send this letter to either Pam or Catherine?

A. I didn't send it to Catherine. I don't know if I sent it to Pam. It really had to do with my divorce. I may well have sent it to her afterwards, but not a signed copy, just what I was intending to send -- you know, show him. I don't have -- I really don't recall.

This was between my father and me. He was aware that my divorce settlement was tremendously at risk because of the issue given, you know, how much money was going back and forth between different parties and the commingling of assets and that there was an expectation that he was intending to support me and my daughter.

Q. Was it your understanding that this document was going to help you with regard to the issues that you were dealing with your ex-husband in terms of what the financial settlement would be?

A. Yes, yes.
Q. What is that understanding?
A. That my husband could not claim that the monies that I had were marital property, that they were separate property, that the monies from my father were separate property, and the monies that he owed to my mother's estate were separate marital -- separate from marital property.
I mean, my husband was very difficult to deal with during this period, and he was very, very advanced alcoholic at that point, and I needed some -- I needed my father's help in dealing with him.
Q. So your father wanted to help you --
A. Yes.
Q. -- with regard to the divorce issues between you and your ex-husband and to establish what was marital property and what was nonmarital property?
A. Yes. And at one point, my father had also offered to give me $100,000 if he would -- if Dan would take it as a cash settlement and leave. He also offered him the use of an apartment on 69th Street so he would move out. My husband was very advanced alcoholic, with rages, breaking

things, threatening me. It was a very uncomfortable position, and my father was very sympathetic.
Q. All right. Going back to Dana Flavin's house, you, Sonny, and Mr. Murray arrived, and I believe you said y'all went into the kitchen?
A. No. I went into the front hall. We then sat very briefly in her living room, which was just to the right. Then there was a dining room and an office.
And she clearly had been speaking to my father about the healthcare proxy, and he had had me -- he had -- I had questioned him so far as his intent, to make sure he didn't feel forced. I didn't know this woman from a hole in the ground, except that she'd been around for a while and --
Q. Well, you mean on February 10th, 2006 --
A. Right.
Q. -- you didn't know Dana Flavin from a hole in the ground?
A. If I had passed her on the street, I wouldn't know who she was.
Q. So please continue. After Dana had

been speaking with your father, and then what happened?
A. Well, we all sat down. She said: Let me get you a glass of wine. My father -- she had fresh tulips, red tulips on her cocktail table. My father immediately asked who they were from. She said Whole Foods. You know, it was just -- it was the usual. He wanted to know what was for dinner, and she had cooked him lamb. I think she gave him a glass of red wine, which he requested, which I knew was not the greatest thing, but -- he'd had coffee at lunch.
And I then asked -- I gave her -- maybe he went to the bathroom, so Sonny would have come out and taken him to the bathroom, but Sonny was in the kitchen. And he got that look, and I said: Daddy, do you need to go? Or maybe she said it.
And I said: Look, he wants to sign the healthcare document, but we also have this other document. He tried to sign it at lunch. He kind of scrawled it. He wasn't comfortable. If it is appropriate, could you see if he wants to memorialize this document as well?
And she said: What is it? I said:

It has to do with my mother's estate. And she said: I'll see if he's up to it, or something, you know, polite. I mean, it was long, and I told her there were schedules attached and that she should read it to him, but he had -- I had just read it to him. And she said: I'll see if I can take care of it.
I mean, she was very polite, very professional, very -- you know, I didn't know her, but she knew that I had prepared the healthcare thing with my father, and it was substantially as she also understood his wishes to be already. Unbeknownst to me, they had met several times previous to that.
Q. At Dana Flavin's house, did you read to your father the healthcare proxy?
A. No.
Q. At Dana Flavin's house, did you read to him the letter that is dated February 9th, 2006 --
A. Thank you.
Q. -- and is identified as Defendant's Exhibit 3?
A. No, I did not.
Q. Okay. So after the pleasantries, so

to speak, then at some point, you asked to go use the computer?
A. Yes. I did not have a laptop at that point.
Q. Then where did Mr. Murray go?
A. He stayed exactly where he was. She had a big armchair in the corner about 12 feet from a beautiful old fireplace, and that was evidently where he sat when he would come.
Q. So Mr. Murray stayed in the living room --
A. Uh-huh.
Q. -- where you all had started your introductions?
A. Yes, right.
Q. And then you went to another room in the house?
A. The living room opened up to the dining room, which opened up to her office.
Q. And where was Sonny?
A. In the kitchen.
Q. Sonny just stayed in the kitchen the whole time?
A. Yeah. Well, I think he came out. He ate dinner with us.

Q. So what transpired between Mr. Murray and Dana Flavin after you left and went to the room where the computer was, you have no direct knowledge?
A. I have no direct knowledge.
THE VIDEOGRAPHER: Ten minutes, Counselor.
BY MS. CRAIG:
Q. And you did not see Mr. Murray sign the healthcare proxy?
A. No, I didn't.
Q. And we've already established that you did not see him sign the February 9, 2006, letter, correct?
A. That is correct.
Q. Okay. Why don't we take a quick --
A. Not the signature on the line. I saw, at Hunter's restaurant, the lower.
Q. Yes, ma'am. And I'm referring to the signature.
A. Okay, okay.
Q. So you didn't see Mr. Murray sign where his signature is indicated as William E. Murray on the February 9, 2006, letter?
A. No. I was not in the room and had no

direct knowledge of whether he signed it or not.
Q. Could you overhear what they were talking about?
A. No, no. This is an old, old house, and the walls are like this.
MS. CRAIG: We'll take a break.
THE VIDEOGRAPHER: This concludes Video No. 1 in the video deposition of Elizabeth Murray. The time is approximately 12:15 PM. We are now off the record.
(A recess transpired.)
THE VIDEOGRAPHER: We are now back on the record. Today's date is March 25th, 2015. The time is approximately 12:33 PM, and this is Video No. 2 in the video deposition of Elizabeth Murray.
BY MS. CRAIG:
Q. Going back to February 10th, 2006, at the get-together at Dana Flavin's house, whose car was it that was -- that you drove to Greenwich that day?
A. Mine.
Q. So why was your car at the restaurant?
A. It wasn't at the restaurant.
Q. Where was --

A. I had arrived. My father asked me to come by, and he said he wanted to talk with me about some divorce issues, which was a way of saying he wanted to get out of the house and away from Helen and -- because he would tell Helen it was a private discussion.
And on the way to the restaurant -- so I arrived, but I had been up in Katonah overseeing a job, so it was -- I mean, this was not convenient to me. This was not like what I had hoped for.
So I had to -- I left -- I'd gotten up at 6:00, driven up to Katonah, picked up the workers in the Bronx, oversaw -- bought some supplies for them, that type of thing, come back and -- when my father wanted me to, but I didn't get there 'til maybe 1:00, and then he had to sort of get going.
So we walked most of the way, and then I could see he was really not doing so great, so I got a cab. And we arrived at the restaurant, and I think he went in to use the bathroom, which is not very convenient for him, and he was drinking coffee, and we started talking. And he knew that we were going to talk.

And then he said: By the way, Alta is joining us for lunch. I went: Oh, great. So I immediately went to it. I said: Well, you know, we've got to talk about this. And I read him the letter, and I told him what had been going on.

Q. Did you read the letter in Alta's presence?

A. No, no, no, no.

Q. Do you have a good relationship with her?

A. Yeah, I mean, you know, fair enough. I mean, she was concerned about my father's health. She knew that there was some sort of an issue going on with the healthcare proxy. She had taken him to other doctors in New York. Dana had taken him to other doctors. Pam, when she was up there, had taken him to another doctor. I went with Helen, Sonny, Lucky, Dana, later that month with him to a Dr. Fahn. I mean, he was clearly looking for other avenues of healthcare.

Q. Have you asked Alta to be a witness in this matter?

A. No. It's not my position to ask her to be a witness. I believe that she mentioned to me that you all wanted her to fly down here, and

she said she had great reluctance to come into your offices and be insulted by your father, quote-unquote, and his reputation precedes him. So since he had an intimate relationship with my father, she had no desire to be a willing witness to what she considered to be potential insult.

Q. But we will maintain a professional conversation here during this deposition today, and I hope that you will do the same.

A. You have been very polite.

Q. Thank you.

With regard to Alta, she's identified as a potential witness in Elizabeth Murray's answers to second set of interrogatories. Are you not planning to call her as a witness?

A. She will not willingly testify unless she is dragged screaming. She does have multiple sclerosis. Travel is very uncomfortable. She has not been down here in some time, even to see her aged father, because of her inability to travel comfortably. I think she did get a ride on somebody's plane to go see him at her sister's, but it was a private plane, and it was not the usual cargo carrier that the rest of us ride in.

Q. The full name is Alta Brockington?

A. Yes.

Q. And she's still in New York?

A. Yes. I think I saw her a year-and-a-half ago. That was the last time I saw her. I was giving her air-conditioners from my old apartment.

Q. Have you discussed this case with her, other than the fact that I had contacted her?

A. I didn't know you had contacted her. She said that she was contacted. I had no idea who had done it. And she said she had consulted with her attorney and that she was not required to testify.

Q. And who is her attorney? Do you know the name?

A. It's a cousin of hers. That's all I know.

Q. And you haven't spoken with her in, you said, a year-and-a-half?

A. I wrote her a note telling her Pam had died. I believe I included her in a group email that said that Pam was entering hospice. I've not heard back from her, which is not usual, but I don't know what the status of her health is. And I have a common friend who has not heard from her

recently either. When I say friend, I'm using the -- an acquaintance.

Q. But after the lunch that you had at Hunter's, Ms. Brockington left and did not go to Dana Flavin's house?

A. Oh, absolutely not. She wanted to make sure that my father -- she knew he was going somewhere. I don't know if she knew he was going to Dana's. I think she discussed his health.

There was another man in a wheelchair in there, and I do -- in Hunter's, and I believe -- and he was having some problems, and she said: Bill, unless you do something more radical, that's going to be you in six months. I do remember her saying that. I think it was at that luncheon. She was very concerned.

Q. Was Ms. Brockington at the table when Gil Mestler --

A. No.

Q. -- came to the table at your request?

A. Huh-uh, no, she wasn't.

Q. Where was she?

A. Probably putting on makeup and doing her hair. I mean, she was -- she got -- she rose late. She spent probably two hours getting ready

to go out and face the day, and then she always generally looked picture perfect, but she was very old-fashioned about that.

Q. All right. I think we left off at Ms. Flavin's house, where Mr. Murray and Ms. Flavin stayed in the living room, and you went to another room to use the computer, and Sonny was in the kitchen. Is that right?

A. I saw him go into the kitchen. By the amount he appeared to have drunk by the time he came to the dining room table, I imagine he was full stop in the kitchen, because I believe Dana said to me a bottle and a half of wine was gone, so I would imagine it took him a little time to get that down his gullet.

Q. Did you see Sonny drink alcohol while you were at Dana Flavin's house?

A. No. I saw the empty bottle.

Q. But you didn't see him actually drink it?

A. No, I didn't see him drinking, but I did see his appearance after an hour-and-a-half or two hours, and it was notably different from his appearance, which was already inebriated.

Q. How long was Mr. Murray and Ms. Flavin

in the living room?

A. Maybe an hour-and-a-half, two hours. She had just put a leg of lamb in.

Q. So after an hour-and-a-half or two hours, did you all have dinner?

A. Yeah. She came in, and she said: Dinner's ready. I said: Can I help you? And she said -- I said: Can I help bring in plates or whatever? And I said: It smells wonderful. And she said: I really don't want Sonny touching the china, which was my first indication that Sonny was possibly trashed.

Q. Now, did Sonny also have dinner with you all?

A. Yes, he did.

Q. And then after -- during dinner, did you discuss any of the documents?

A. Oh, absolutely not.

Q. Excuse me. I'm sorry. I was coughing.

A. Absolutely not.

Q. Okay. So during dinner, there was no discussion of the documents or what transpired during the time that Mr. Murray and Ms. Flavin were in the living room together?

A. No, no. I may have gone to the bathroom once where I would have had to pass through, but I would have done it very sort of -- it was a long living room, and I don't even know if they saw me. I tried to very much kind of not be surreptitious, but be extremely discreet. They were talking. They were obviously in discussion. I don't actually remember her with documents, but documents -- there was a coffee table, and there were documents. I figured stay out of it, you know.

Q. After dinner, did you and Sonny and Mr. Murray then go back to New York?

A. Yes.

Q. Who drove?

A. I did.

Q. Where did you take Mr. Murray and Sonny?

A. To his residence at 50 East 77th Street.

Q. Did you drop them off, and Sonny took him upstairs, or did you help him upstairs?

A. I helped -- started to help him out of the car. Helen came down and was doing a screaming banshee routine, and I knew I would be

blamed, so I just figured I'd get the hell out of there, as soon as I saw him safely in the door, with Sonny offering his assistance, as it was, and the doorman was assisting my father.

My father was not yet in a wheelchair, nor was he on a walker, but he -- I don't think he had a cane, but I don't -- I just don't remember. But I was concerned. He was very tired. He'd been asleep in the car coming back, and it was -- you know, it was late for him, so I wanted to make sure he got home safely, but --

Q. Did Mr. Murray have any documents with him when leaving Dana Flavin's house?

A. None that I am aware of, but he was carrying his briefcase, or maybe Sonny was carrying it for him.

I did -- before we left, I asked Dana, as politely as I could, had my father been able to -- how would I have put it? -- get accomplished what he hoped to, and she said: I believe so. Don't worry. It's taken care of.

But my father didn't mention it. I didn't mention what was taken care of. It could have been the healthcare. It could have been the letter. It could have been nothing. It could

have been it's taken care of that he decided not to sign anything. My father was great at not sharing information.

Q. You were the one that actually drafted that healthcare proxy letter, correct?

A. With my father's instructions and under his direction, yes.

Q. And you were -- did you take the letter to lunch at Hunter's, or did your father bring it?

A. No. I took it to the lunch at Hunter's. He wanted everything out of his possession because he did not want anything disappearing.

At one point, he had me hide the healthcare document in a design magazine under my computer and told me not to give it to anyone and to destroy it if he told me to.

He was very, very much wanting to be discreet, and the only one he wanted to know about it, apart -- I believe Dr. Mangiardi knew, although I never discussed it with him. Dana Flavin knew. And he and I together sat with James and read it to James in the office in my father's office.

Q. You were the one that actually brought the healthcare proxy letter to the luncheon at Hunter's?

A. Absolutely. My father did not type, did not operate a computer, nor a typewriter.

Q. And then when you left Dana Flavin's house, you did not have this document, correct?

A. Oh, absolutely not. Everything had been handed over to my father. Actually, it'd been handed over to Dana Flavin.

Q. Let's mark -- I only have one copy.

(DFT. EXH. 6, 2/23/09 Letter to George Kefalos from Dana Flavin with Attachment, Bates FLAVIN12 through 15, was marked for identification.)

BY MS. CRAIG:

Q. For the record, this is Flavin 12 through Flavin 15. And this is the one copy I have. We can look on together.

If you look at the first page of the document, that's a letter that Ms. Flavin sent to George Kefalos, your lawyer. If you look at Page 2, is this the letter that you typed up and drafted for Mr. Murray?

A. Absolutely.

Q. Okay. And this is the letter -- if you'd look on the last page, did you witness that document?

A. No.

Q. Who are the witnesses to that document?

A. Dana Flavin. I was asked to sign it afterwards, I believe, but I'm not sure.

Q. Whose signature is first?

A. That's mine. I don't remember when I signed that.

Q. So did you witness Mr. Murray signing this document, or you did not witness it?

A. No, I did not witness it.

Q. Then why did you sign it?

A. Because I gave it to her, and I signed it. I don't know. It's probably the wrong thing to do. Maybe it was afterwards. I have no idea.

Q. You have no idea when you signed it?

A. I really have no recollection of that.

Q. Now, although you were the one to bring this document to Hunter's, and then you went with this document to Dana Flavin's, you did not take the document with you from Dana Flavin's. Is that right?

A. Oh, no. I never saw it again.

Q. Now, you don't know whether or not you signed this document at Dana Flavin's house?

A. I would have been -- I don't remember. I certainly wasn't there when my father signed it. I don't have a date on it.

Q. But is that your signature?

A. My father wanted me to witness it, but I don't know if he had signed it yet. He probably wanted -- he probably wanted me to sign it and then have Dana read it to him.

Q. But you -- that's a speculation. You can't say one way or the other?

A. Yeah, you're absolutely right. I don't remember.

Q. But I just want to confirm that is your signature?

A. Yes, it is my signature.

Q. And that's on Flavin 15.

A. Yeah.

Q. So after the meeting with Dana Flavin, you did not see the document which has been marked as Defendant's 6 until after you had instituted these claims against the estate?

A. That's correct, but they were read to

James in the office, and the questions that I had asked my father, before my father wrote this up so far as determining what he wanted, were also read to James in the office, which involved basically who did he trust.

Q. The last time that you saw the document which we've been referring to as Mr. Murray's healthcare proxy, identified as Exhibit 6, was on February 10, 2006?

A. Yes, when I handed it to her with the other document, the February 9th letter, as we are now referring.

Q. Okay. Then you dropped off Mr. Murray and Sonny at Mr. Murray's home?

A. And he did have his briefcase. He could have had them in there. He could have not signed --

Q. But you did not?

A. No, absolutely not. I was like --

Q. You had no documents?

A. No. I had no documents.

Q. So after you took Mr. Murray to his home and dropped him off with Sonny, where did you go?

A. Home.

Q. Where did --

A. 737 Park Avenue at that time.

Q. Where do you park your car at the time?

A. On the street. And it was very annoying, because the later it is, the harder it is to park on the street in New York.

Q. The February 9, 2006, letter, again, you never saw this document after February 10, 2006?

A. Never saw it.

Q. Do you find it strange that Mr. Murray would ask a former mistress to keep --

A. Well, she wasn't his mistress in that he didn't support her. A mistress, I believe, entails financial support.

Q. And how were you aware that Mr. Murray did not provide financial support?

A. I believe one thing he did do is he contributed $25,000 to his -- her healthcare consortium. I don't believe that he gave her sums of money. He told me he did not. She was independent financially. And I think he bought a coat and a laptop for her daughter that she told me. I don't believe she was a mistress in the

classical sense of having her lodging and daily provision provided for by him, by any means.

Q. Well, can we use the word paramour?

A. His former girlfriend. I don't think it was a long relationship romantically. I think it was a friendship, actually.

Q. And where did you get that information?

A. From both of them.

Q. Let's go back to February 10, 2006. This was the first time that you had ever met Dana Flavin, correct?

A. Yes, although I knew of her for years.

Q. And you knew that she had had a sexual relationship with your father?

A. I never -- I knew that he suspected that she had a child that was his. The length and intensity of any sexual relationship was unknown. I mean, his relationship with Brianna's mother, from his mouth, was brief, but resulted in a child.

Q. So you were aware, on February 10, 2006, that Dana Flavin and your father had had an affair. You're not sure the longevity of that affair?

A. No.

Q. Okay. And do you -- did you find it strange that he left these documents with a woman that he had fathered a child with that was of no relation other than that?

A. My father --

Q. I mean, do you find that strange?

A. -- trusted people that maybe he shouldn't have trusted, and he didn't trust other people that he should have. He was -- he seemed to be very fond of Dana. They'd evidently been in touch. He did consider her a medical reference point. She seemed to -- she took him to reputable doctors, and he seemed very interested in Courtney.

And actually, it's very interesting, because it would only be to her disadvantage to have this document provided, because I believe my father's will did provide for any other children, and there was no intention that she stated or ever evidenced that she wanted to pursue that.

Q. Did you ever ask Ms. Flavin to keep these documents?

A. No, huh-uh.

Q. Did you ever discuss these documents

with Ms. Flavin after February 10, 2006?
A. No.
Q. And so at some point after the creditors' claim were denied, you contacted Ms. Flavin about these documents?
A. Exactly. Well, it was because I remembered the healthcare document was coincident with the other document, and my father may well have signed it, and I wanted to find out, because she had made that comment: I think everything is taken care of, and I was hoping, hey, maybe they were both taken care of. But, you know, I had no idea. I had no idea where they were. They could have been in his briefcase. He could have destroyed them. They could have been destroyed for him. You know, things get destroyed.
Q. Why didn't you provide these documents when you filed your petition for allowance of claim?
A. First of all, I was not sure they existed. Second of all, I had not been in close contact with Dana. I mean, she was all into this healthcare regime that I was not particularly wanting to be involved with.
I did call her once about my daughter

getting into college. There was a woman that she knew that was a counselor, and I thought it would be helpful, because I thought my daughter should go to Wesleyan over this other university, and I wanted to make sure I was steering her in the right direction.
Q. But you contacted Dana Flavin after the creditor's claims were denied because of the statute of limitations to ask her whether or not she had these documents?
A. Yes. You know, it was a very blurry time.
Q. Now, at one point you asked Ms. Flavin to obtain a DNA sample from Courtney?
A. Yes. My father had requested that I do that.
Q. Why did he want a DNA sample?
A. He wanted to know if Courtney was his daughter.
Q. Had that been previously requested, and Ms. Flavin refused?
A. No. I think her daughter was in Germany in college.
Q. So the only DNA sample that you know about is the one where you requested one from

Ms. Flavin?
A. Yes.
Q. And what did she give you?
A. She didn't give it to me; she sent it directly to the lab.
Q. What did she send to the lab?
A. My recall would have been a toothbrush. I don't think she wanted Courtney involved. I think Courtney had been there, there was a toothbrush, and then I asked the mortuary to provide a sample of my father's DNA, again, sent directly to this DNA lab.
Q. So this was done after Mr. Murray had died?
A. Yes, but he had requested it prior to his death.
Q. Who did he make that request to?
A. Me.
Q. Anyone else?
A. I have no idea.
Q. So you're saying that your father wanted you to obtain a DNA sample of his daughter Courtney to confirm that she is his daughter?
A. Yes.
Q. When did that conversation take place?

A. Let me think. Probably -- there was a discussion -- he had a picture of Dana on a horse that he kept in his den, and Helen was always putting the picture away, and there was -- he got mad at her. She would put it face down, or she'd put it in the cupboard, and he said: Dammit, don't you do that with the picture anymore. And then he told me to get a DNA sample from her. It was like: Oh, for God's sakes.
No. You know something, it may have been earlier than that because --
Q. I'm sorry. What year are we talking about?
A. That's 2007, but I think earlier than that, he had asked me, and Brianna was in town, so maybe it was 2006. And I said: Brianna, Daddy wants to know if she is, indeed, his child, and he wants me to go get a sample. And I think her daughter had been visiting.
And we went out for a Japanese lunch, and Brianna was very kind of nasty about it, said: Well, she doesn't look like her like -- him like I do. And it was very interesting, because at one point, Sonny said: Oh, she looks exactly like his father, because there were two pictures. Indeed,

she did look a lot like his father, but I never would have considered that.

So anyway, net effect, you know, whatever -- the first sample was not adequate. You know, maybe the toothbrush was too old. I have no idea. I don't think it was a classic cheek swab.

Q. Why was it relevant to find out whether or not Courtney was Mr. Murray's daughter after he died?

A. Well, first of all, my father asked me to do it.

Q. Right.

A. My father had requested that Courtney come when he was on his way to the hospital.

Q. Yes, ma'am. That's not my question. My question is: So Mr. Murray died, and then after he died, you requested the DNA sample from Courtney, and my question is: Why did it matter at that point, because your father had already passed away?

A. Right. And I believe that my father wanted her acknowledged if she was his child, and for what purposes, I don't think I -- I don't know if I'd seen a copy of the will, but generally,

wills do allow for, you know, children that are genetically your children, but have not been known to be. So I have no idea. I don't know if I had read the will, not read the will. I doubt I had read the will yet. But I imagine that was his purpose.

Q. So the DNA from Courtney, if it had established that she was, indeed, Mr. Murray's father, then she would have taken under the will as an heir?

A. If she pursued that claim.

Q. And you were helping to make that determination?

A. At my father's request, yes.

Q. Okay. Why was Ms. Flavin -- why did she come to Charleston shortly before Mr. Murray's death?

A. My father requested it while he was in the hospital.

Q. To whom did he make that request?

A. Me, and it's on the tape recording.

Q. To anybody else?

A. Pam was there as well.

Q. And it's your recollection that that request was made while he was at Roper Hospital?

A. Or on the way there. I don't remember. I would have to read it more carefully. It's been some time.

Q. Now, you're aware, I think you just testified, to the $25,000 donation that Mr. Murray made to Dana?

A. CollMED. I remember it, because I was a trustee of the Samuel Freeman Trust, and I wondered what the hell it was.

Q. So Mr. Murray, when he was alive, made a $25,000 donation to Dana Flavin's foundation?

A. That is correct, which is a medical alternative cancer research foundation.

Q. Have you ever donated any money to that foundation?

A. Not a penny.

Q. Have you promised to make any donation to that foundation in the future?

A. Absolutely never.

Q. Have you ever loaned any money or donated any money to Dana Flavin?

A. I have never donated any money. I loaned her a thousand dollars for two days while she waited for a check to clear so that she could pay the movers for her stuff that was in a pod

going to Germany.

Q. You loaned her that thousand dollars when?

A. Oh, God, probably summer of 2011. And, I mean, I loaned -- I gave her cash. She gave me back cash. There's no record of it.

Q. Have you given any money to Ms. Flavin's daughter Courtney?

A. No.

Q. Do you keep in touch with Courtney?

A. No. In fact, her email change was Lady Amy at one point, and I don't know what it is now.

Q. Is it fair to say that after the initial meeting with Ms. Flavin on February 10th, 2006, that you became quite friendly with her?

A. Not by my definition.

Q. Well, there are lots of emails between you --

A. Yes.

Q. -- and Ms. Flavin. Is that correct?

A. That is correct.

Q. And a lot of emails --

A. She was very chatty with me. She liked me. She thought I was good for my father.

Whatever my father said to her at the time made her positively inclined towards -- she was crazy about my father, and I was his daughter.

Q. So the emails that you had between you and Ms. Flavin, are you saying that she was the one that was more friendly in the relationship than you were?

A. I would say so, yes.

I mean, she sends me a card for St. Patrick's Day. I'll get a Memorial Day card. I'll get a Fourth of July card. I'll get, you know, Labor Day card. I mean, you know, she sends cards. She sends me information. Half the time, she sends me medical bulletins. I have no idea what half of them are. And she sends me those cards that open up with the flowers, and I hate them, so, you know, it's -- I forget what they're called.

Q. Did you receive a St. Patrick's Day card from Ms. Flavin this year?

A. Yes, I did.

Q. How about a Valentine's card? Do you get a Valentine's Day card too?

A. I don't know if I got a -- whatever it is, it would have been on your -- whatever I sent

you. I mean, I cannot -- what are those cards called? Jacquie Lawson, that's them. Old people send them, and other people send them too, and I hate them, and I'm deluged by them.

Q. After February 10th, 2006, for the remainder of that year, would you speak with Dana Flavin on the telephone or --

A. Well, she was in Germany a lot, so, you know, I wasn't calling Germany.

Q. You communicated with her via email?

A. If she sent me an email, I responded. For some reason, she thought I would have great advice, because I was having problems with my landlord in New York, because they were selling the building. She thought I had all this knowledge about landlords and leases, which I don't, and a situation of rent control lease in New York is very different from leasing a house in Greenwich, Connecticut.

Q. In the fall of 2006, did you report to authorities that your father was self-dealing with regard to the Freeman Trust?

A. No, I did not.

Q. It's your testimony here today that you did not go and report your father about any

alleged self-dealing to anybody?

A. I never --

Q. Hold on. Let me finish, ma'am. Is it your testimony --

MS. CRAIG: Actually, would you read it back so we could get it specifically?

(The Court Reporter read the question commencing on Page 114, Line 24.)

THE WITNESS: About my father's self-dealing?

BY MS. CRAIG:

Q. Yes, ma'am.

A. Absolutely not.

Q. You never met with any lawyers in the fall of 2006 and helped those authorities pursue litigation against your father?

A. I told them, quote-unquote, that I would not be party to any testimony about my father, that I had -- that my feeling was that if any errors had been made, it was subject to undue influence, that he was elderly, that he had lapses of judgment, particularly when he was vulnerable to influence, and that they could ask me any questions, but when it came to my father, I wasn't going to cooperate.

Q. To whom did you have that -- with whom did you have that conversation?

A. Jonathan Sack.

Q. Jonathan Sack?

A. Yes.

Q. And when did that conversation take place?

A. My first interaction with him.

And I also said the same to Linda Franciscovich, who was the account officer at the Samuel Freeman Trust.

Q. When was the conversation with Jonathan Sack?

A. Probably in the fall of 2006.

Q. Did Mr. Sack initiate contact with you or --

A. May have been earlier. I don't know.

Q. Did Mr. Sack initiate contact, or did you initiate the contact?

A. His office initiated the contact in March or April of 2006, and the conversation was actually about some very innocuous contributions -- I'm sorry, I was twirling -- that were made to an antique show at the armory, a donation to a girl's school down here, which I'm

blanking out. What's the famous girl's school? Can somebody help me here, for the social --

Q. Just whatever you can recall, ma'am. If you can't remember, it's fine.

A. And then there was one other donation -- I can't remember it at the moment -- and then there were questions about why I had not signed something about Black River Trust, or Railroad, and why I had not signed certain charitable bequests that my signature was missing.

Q. Was your -- was the testimony that you gave in that matter, was your testimony used to pursue litigation against your father?

A. I didn't give them much, or anything that I was aware of, concerning my father. Their questions were actually primarily focused on Hilton, and as the -- as it spread into more questions, it had a lot to do with Spoleto, East West, some Coral Reef Society, trips that were made, some of which I knew about, some of which I didn't.

Q. How many meetings did you have with Mr. Sack or Ms. Francesca (sic)?

A. Just one with her when she originally called me down and wanted me to sign Black Rock

Railroad documents and asked me some questions.

Q. And how about Mr. Sack?

A. And she said that -- she said that US Trust was being bought out by Merrill Lynch/Bank America, or something like that, or Bank of America, and then it became Merrill Lynch, I don't know, and that they -- all of their trusts were being scrutinized, and she asked about a lot of different things, and I said that there were many things that I was not privy to, that there was a level of discomfort. I was being asked to sign things without any backup, and that some things I wouldn't sign without the backup.

Q. How many meetings with Mr. Sack?

A. Maybe two.

Q. Did you provide any documents to Mr. Sack or Ms. Francesca?

A. Documents. There was only one document. I think it was faxed to me in error. There was several times things were faxed to me from Hilton's office that I think were misfaxed, and one was a request for the same amount of a donation from the Donaldson Foundation, which was mirrored as Samuel Freeman Trust donation, but they were different in that one was done in the

last week of one quarter, and the other was in the first quarter.

And the other was a list of Spoleto auction items that were jewelry that I believe Catherine had signed for, and I'm sure it was not meant to be. It was attached to a request for donations from the donation to the -- from the Samuel Freeman to Spoleto in a similar, but not exact, amount.

Q. So you actually gave two documents to either Mr. Sack or Ms. Francesca?

A. Yes.

Q. Okay. The first document you reference is a request for the same amount of donation from the Donaldson Trust. What document was that? Who authored it?

A. I believe it had something to do with Spoleto or East West. I don't recall. There was this confluence of events where East West was having a big thing. It was during Spoleto. There were parties at Hilton and Catherine's house, and the papers were flying and --

Q. But who was the author of that record, of that document you just -- you said it was a request for the same amount of donation from the

Donaldson Trust. Who was the author of that?

A. My memory would have been Hilton, but it could have been my father.

Q. Do you still have that document?

A. No.

Q. The second document, which is the list of Spoleto auction items that was jewelry, that was a list of jewelry that was assembled by whom?

A. I guess it was a bill from Spoleto, and there was some note that this had to be paid, and there was a request for funds from Samuel Freeman Trust to pay in a similar amount, but designated as general purpose funds.

Q. And who made that request based on the documents?

A. Catherine was the one who signed for the items, which does not mean that she received them, but she was the one whose signature was on the request and then -- on the Spoleto auction, and I don't remember who requested it, but they were stuck together and faxed together, and I'm sure that was entirely not meant to be so.

Q. So you met with Mr. Sack on two occasions, Ms. Francesca on one occasion?

A. I don't remember where one was, but

I'm sure I met him twice.
Q. So you met with Mr. Sack on two occasions, Ms. Francesca on one occasion, and you provided two documents?
A. Franciscovich.
Q. Excuse me, Franciscovich.
A. Yes.
Q. And you provided two documents to them, correct?
A. That is correct. And I had never met Ms. Franciscovich before that.
Q. And you also gave a deposition in that matter, right?
A. You know, I don't know if it was legally a deposition. I believe there was a stenographer, but not a videographer. It was in a room with other lawyers. I was asked questions. I don't recall if I swore to tell the truth, but I tend to think I was, so I -- it was not stated a deposition, it was a finding of facts and something like that. It was in an office Midtown, slightly on the West Side, I assume the offices of Abramowitz, whatever, and Sacks. And I was asked so many questions about so many things -- it went on for hours -- some of them I had no knowledge

of. I was asked about all sorts of donations where I didn't know about them.
And I answered as truthfully as possible, but I told them right from the start that I would not be providing hearsay or suppositions or anything regarding my father, that I had no interest, and that I was going to respect that relationship as much as possible, and they were willing to accept that.
And in fact, the -- when we -- when the US Trust or whatever it was, Sacks, his office, Morvillo, wanted us to sign some documents saying that my father was incompetent, and we refused to do so. We said that he had, from time to time, impaired judgment and the effects of medication, and that we did not think that, given the amount of documents that you had to read, and he had macular -- what's it called? Please help me.
Q. Macular degeneration.
A. Degeneration, that I thought it was very difficult for him to independently read the documents necessary to allocate out a million or two a year and be fully responsible.
Q. At the sworn statement that you gave,

when was that?
A. I would say it was in the late fall of 2006.
Q. And were you under subpoena to give that statement, or did you do so voluntarily?
A. I don't remember.
Q. When did Mr. Murray remove you as a trustee of the Samuel Freeman Trust?
A. Right after Hilton and he received the papers from basically freezing the trust -- I believe that's what they did -- and saying that it was open to further examination, and everybody got grilled. I got grilled. Pam got grilled. Hilton got grilled. My father got grilled.
Q. But the statement that you said that you gave in the fall of 2006, was that before or after you'd been removed as trustee of the Samuel Freeman Trust?
A. It was before.
Q. You mentioned in your first deposition that you would have a Christmas lunch with your father in December?
A. Yes.
Q. Do you remember that testimony?
A. It did not -- it did not happen that

year.
Q. It did not happen in December 2006?
A. No. All of a sudden, Pam came up for cancer thing, and she was not allowed entry. My records had been disappeared. Brianna had my records, and she locked them up and took a suitcase and my boots and some tools of mine over there, and everything was locked up, and so all my records of The Inn at Quogue debt were removed from my access, and as a result, with my divorce, I had no records to prove that the $2,000 a month was in repayment, because all the records were gone.
Q. Were you upset when your father removed you as trustee of the Samuel Freeman Trust?
A. Yes, but he actually did it very inefficiently. He didn't do it according to his own dictated -- he created the trust, and he didn't do it in a way that was effective, according to the instruments of the trust, which was interesting.
Q. Did you know that the reason why he had removed you as the trustee of the Samuel Freeman Trust is because he was upset about you

working with the lawyers in the litigation against them?
A. It is my legal obligation to fully --
Q. Ma'am, I'm just asking if you knew that.
A. I guess so. I mean, he seemed to think I had ratted him out, and I didn't.
Q. And you and your father had those conversations, correct?
A. No, no. I saw him the day he signed the papers. He was all warm and friendly. I was over there every day. I was in the middle of working on his apartment, and it was like bammo.
Q. But you knew he was upset because --
A. Yeah.
Q. -- you were working with the lawyers in the litigation against him?
A. I didn't know the litigation was so much against him. It was not presented in that fashion.
Q. But did you know your father was upset?
A. Yeah.
Q. And you did not have the Christmas lunch with him in 2006 like you had --

A. Exactly.
Q. -- for years previously?
A. That is correct. And in fact, we had a poinsettia sent him for Christmas, and somebody told us it was put in the trash. But he did call me at Christmas, clearly out of earshot.
MS. CRAIG: Let's mark this.
(DFT. EXH. 7, 12/15/06 Letter to Mr. Murray from Elizabeth Murray, Bates EEM3340, was marked for identification.)
BY MS. CRAIG:
Q. I'll show you what's marked as Defendant's 7. Did you draft this letter?
A. Yeah, yes, I did.
Q. What was the purpose of this letter?
A. To keep going with maintaining, every two years, I wrote my father this letter. It's what I had been instructed to do by both the accountant and by Hilton. I had no idea whether he had signed the other paper or not. I mean, you know, it was like there was a lot going on. I felt as though I had to get him this document to maintain my status.
I gave it to the concierge at the Savoy with the absolute instructions that it was

not to be given to anybody, including James -- I'm sorry, James -- but only to my father's hands, and I sent it to Pam, too, if she was able to see him, to give it to him.
Q. Did you send to it Catherine?
A. No.
Q. Now, are you saying that the document dated February 9, 2006, which is Defendant's Exhibit 3, that you weren't aware whether or not Mr. Murray signed it?
A. The February document?
Q. Yes, ma'am.
A. I've said that over and over again in this deposition.
Q. So when is it that you became aware that this document was signed?
A. Only when I remembered that he may have signed it and that maybe she knew what had happened to it. It wasn't even that easy to track her down. I didn't have her number.
Q. On this document, it says Elizabeth on the last page, which is Flavin 22. Is that your signature?
A. Yes. That was not a witness. That was a letter to my father with signing Elizabeth.

That was not a witness.
Q. And when did you sign this document? And this is Defendant's No. 3.
A. Prior to reading it to my father in the restaurant.
Q. So you did not --
A. The same way you would sign a letter to somebody, type your name, and do your signature above it.
Q. So in Flavin 22, you are not claiming to be a witness to Mr. Murray's signature by having your signature on this document?
A. No. I was there when he signed this one, but not this one.
Q. And you're referring to the signature -- you were not present for the signature which says William E. Murray and has a line underneath it?
A. That is correct. I was in the next room. And it was not there when I got there, and according to Dana, it was there when I left, but I was unaware of it. And she was not told to tell me about it. She was told to keep it in safekeeping. It's like the healthcare proxy I was told to keep in House Beautiful under my computer,

you know, and then he destroyed it. He didn't destroy it. He told me to get rid of it. He had signed it, and I got rid of it.

Q. So why would you create two similar letters in the year 2006?

A. Well, the healthcare proxy, he was hot to do something. He wanted some --

Q. I'm not talking about the healthcare proxy. I'm talking about the February 9th, 2006, letter, which is marked as Defendant's 3.

A. Because it was getting very hairy in my divorce, and he was claiming that the money coming in from my mother's estate and that had come in through my father was marital property, and I needed my father to affirm that money he had paid into my mother's estate that came in through me into the household budget was from my mother's estate.

Q. But Defendant's Exhibit 7, this document wasn't used to show what were marital and nonmarital assets in your divorce?

A. No. That was the thing I sent every year since 1992, and the first example of it was actually typed in Hilton's office, and he told me to do it every two years to affirm my claim.

Q. Did you submit the Defendant's 7 to anyone related to your divorce to help you with problems you were having with your ex-husband?

A. I sent a copy of it to Pam, and I don't know -- no, I didn't give it to my attorney, my divorce attorney. I don't think it really had that much to do with my divorce. It had to do with my position as the administrator, or executrix, of my mother's estate.

Q. But the reason why you did two such letters in 2006 was because in February, your father was trying to help you in differentiating the marital versus the nonmarital assets?

A. That is correct.

Q. Okay. And then this document, which is No. 7, it says at the bottom: Delivered to concierge --

A. Concierge in envelope for William E. Murray, private, and I had a real sit-down, and I said: This document must not be seen by anybody except my father.

Q. You did not give it to your father because you didn't see him in December?

A. My father was in Charleston.

Q. If you could just answer my question.

You did not give this letter, which is marked as Defendant's 7, to your father?

A. No. I sent it -- I delivered it to his corporate address.

Q. So I understand that the relationship between your father was strained because of the US Trust litigation and his removal of you as trustee from the Freeman Trust?

A. Yes.

Q. At what point in 2007 did you begin communicating with your father again?

A. My father began communicating with me.

Q. When was that?

A. Late March/early -- I believe it was late March, and I got there the very beginning of April. He had called me at Christmas, and he sounded very garbled, and it really made me sad because he said: I wanted to call you, and he said: Happy Easter, and it was Christmas, and it just made me terribly sad. And he said: I love you, and we'll work this out. And this was a message on my answering machine. I don't know whose phone it was called from. It was on my telephone answering machine.

I tried to get them to translate it at

the local -- where you get your cell phones. It was a local shop called the Wireless Cafe. They couldn't -- it was so garbled, you know, it just didn't even translate, and the guy said it's just not translating.

Q. After that message in December of 2006, the next time you spoke with your father, you said, was in March of --

A. Yes.

Q. -- 2007 or early April?

A. No. He called me in late March, and he said, as best as I recall -- I will try to tell you what he said to me. He said: Elizabeth, I've been considering everything, he said, without anybody around me. I just spent four or five hours sitting by myself looking out over the river and thinking about everything. I'm being probably slightly more articulate than my father was able to be. He said: I think I've got everything worked out. I want you to come down here as quickly as possible. I think he said as fast as possible. And he said: I'll have James reimburse you for your airfare, and I want to work things out with you, because I think I've made a mistake.

Q. Did you come down to Charleston?

A. Within two days, I believe. And my sister said she had received a similar phone call.
Q. So you came down --
A. Pam, in Charleston, had said he wanted to see her.
Q. So you came down to Charleston. Did James reimburse you for your expenses?
A. Yes, he did.
Q. And how long did you stay in Charleston?
A. I believe ten days.
Q. Where did you stay?
A. At my father's apartment.
Q. With Ms. Flynn?
A. Yes.
Q. At the end of ten days, you headed home?
A. Yes, I did.
Q. And when's the next time you came to Charleston?
A. About maybe three weeks later after my return home. I'm not dead certain. There was a lot going on. I was going through a divorce. My daughter was ill. We were going through college admittance. The divorce was pretty nonamiable.

Q. When you came down the second time in 2007, were those expenses reimbursed?
A. Yes. I think I came down by train the second time, because he wanted me to continue working on what he referred to as my house, which was on Brianna Lane, 1365, I think, and he wanted me to continue working, and he wanted to affirm, and he wanted to work out the Quogue debt, and I brought down my books and records.
The first visit down, he had instructed Mercedes to -- his housekeeper, to unlock the closet that they were stored in and to give me everything that I could identify as mine. He contacted Theresa Fontana and told her to return my possessions in the locked closet. He made lots of calls.
Q. Were you present for those calls?
A. Yes, I was.
Q. Who is Mercedes?
A. Mercedes Esquadillo, I believe, is a cleaning lady, and she would not do anything until she spoke to my father and he gave her instructions.
Q. Do you know where she is today?
A. I know somebody who -- for whom she works.

Q. Who is that?
A. Mary Ann Finnegan.
Q. After -- so the second visit to Charleston in 2007, was that in May? That's about three weeks.
A. Probably, and then my next visit was Father's Day.
Q. That's in June?
A. Uh-huh.
Q. All right. Then you headed back?
A. Then I headed back after maybe ten days.
Q. Did you stay at your father's house during the Father's Day visit?
A. Yes, I did.
Q. And were those expenses reimbursed?
A. I believe they were, yes.
Q. Then you went back to New York, and when did you come back to Charleston for the fourth visit in 2007?
A. Probably late July, and that was -- I had gotten some very strange phone calls from Helen Flynn which alarmed me, and she told me that my father was in hospice and had signed a DNR, and

my father had told me no way he would go into hospice, and that he wanted to go to New York, and that he had not signed a DNR. And indeed, he did not sign a DNR, and he did not sign the admittance papers to hospice. They were signed for him.
Q. So when you came back to Charleston for the fourth visit in 2007, were you here until your father passed away?
A. Yes, I was. And when I came down, before I came down, I contacted Ed Bennett, because my father told me I could trust Ed Bennett, and he knew and had the new will, so I shouldn't be afraid of him, and that I should trust him, because my father trusted him, and that I called his office to tell him I was distressed, that my father had called me before I came down and said to get down here, and it was very sad. He said: I want you to get me out of here. They're not feeding me. They're not letting me drink anything. They're signing papers, and I'm in a dark room. I want to get to New York where I have people who will protect me.
Q. Why would you make a telephone call to Mr. Murray's estate planning lawyer?
A. Because my father trusted Ed Bennett

and believed that he would protect him against what he felt was somebody acting, whether they thought it was in good faith or not, against his wishes. And he didn't want me to be in trouble, and I didn't want there to be any possible aspersion on my motives for coming down. I came down at my father's instructions.

Q. And where did you stay during that fourth visit?

A. I stayed with my sister Pam. But upon arriving, I found out that your office had issued an order -- some sort of an order that I was coming down to injure my father and that my picture had been posted at the front desk and that the healthcare staff had been alerted that my motive in coming was to injure my father, which it certainly was not; it was to assist my father in realizing his independent desire to seek the healthcare.

Whether it was reasonable or not, I believed that he had a perfect right to change his mind. Many people do as they reach the end. And he believed that he should get to New York, and he believed that he had medical connections there who would advise him in a disinterested fashion that

had no motivation, because he felt that the doctor down here was a little too tight, owing to substantial monies that had been advanced from the Samuel Freeman Trust. According to my father, $1,695,000 went to Kenneth Bergmann's group at Medical University, and he felt that it created undue influence from --

Q. He told you all this?

A. Oh, yes, he did.

Q. Hold on. Hold on. He told you all this in -- hold on -- July of 2007?

A. He told me a bit about it in June, that -- and he had told me that he didn't trust the medical establishment. He didn't knock Ken Bergmann. Is that his name, Dr. Kenneth Bergmann? He said that he did not feel that he was able to offer cutting-edge care and that his connections in New York would offer medical counsel that was possibly contrary and able --

My father did not want to die, at least according to him, and he had this feeling that I could hire a jet and get him to New York, and that's why I called his attorney. I didn't want anybody to suppose that I had done anything against my father's wishes or without fully

informing people that he trusted -- first of all, I didn't have the money to hire a jet, but my father truly believed I could save him. It was just -- it was very sad.

Q. When you called Edward Bennett's office, certainly, he, nor any of the attorneys, spoke with you, did they?

A. No.

Q. And you understand --

A. I left a message with his -- the receptionist. The gist of the phone call, that I was on my way, that my father had requested it, and that I had been requested to call his office so that I was not at risk. I mean, the last thing you're going to do when you're going to cause harm to somebody is to call their attorney and tell them you're coming down.

Q. You also called some lawyers to represent you, right?

A. I already had lawyers representing me.

Q. You did?

A. Yes.

Q. In July of 2007 with regard to your father's estate?

A. Yes, because I -- from what my father

had told me, I suspected that there were people that disagreed with one another so far as what my father wanted and what my father had expressed to me that he wanted, and I didn't want to do anything that was inappropriate from a legal sense.

Q. Did your father ever explain to you that there was an in terrorem clause with regard to his 2005 will?

A. No.

Q. Do you know what an in terrorem clause is?

A. Yes, yes, I do.

Q. And as you sit here today, it's your testimony that you did not have knowledge of the in terrorem clause until after you instituted these claims?

A. I had -- no. After I -- no. I instituted creditor claims, which are not covered by an in terrorem clause because they are not after the death, they are precedent debts.

Q. But my question --

A. And you know that.

Q. That's not my question. My question is: Did you find out about the existence of the

in terrorem clause after the filing of these claims or before the filing of these claims?
A. Before the filing of these claims. We had been given a copy of the will, and I was told that creditor claims were not subject to that.
Q. And who told you that?
A. My attorneys at the time, and Judge Curry actually said it in our meeting in her court office in -- whenever it was that everybody got together. She made a great point of saying that these were not subject to that clause because they were creditor claims of debts that were owed prior to his death.
Q. In 2006, did you file tax returns?
A. No, I did not.
Q. Why not?
A. I did not have enough income to file a tax return.
Q. So how did you account for the financial activities of the Elizabeth Style Setter business?
A. There was not enough profit.
Q. How much profit was there?
A. I was studying for the NCIDQ exam, and I was spending an enormous amount of time

renovating my father's apartment and spending an enormous amount of time at his apartment with him, at his request.
Q. So do you know how much the profits were for the Elizabeth Style Setter in 2006?
A. No, offhand, no. I submitted whatever was necessary to my accountant, and he said the IRS did not require that I file a return for that period.
Q. We've already marked as Defendant's Exhibit 1 -- I'm going to show you Page 7 of that document.
A. Oh, yes.
Q. Who drafted that document?
A. My father dictated it, and I typed it. What do you term drafting?
Q. Well, how did he dictate it?
A. We discussed the issues, I made bullet points of the issues, and I read it to him, he made corrections, I read him a second copy, he made corrections, and this was the final copy after three meetings.
Q. Let's start with the first meeting. When was the first meeting that you had with Mr. Murray?

A. June 19th.
Q. And were you physically present in Charleston on June 19th, 2007?
A. In his apartment.
Q. And it's your testimony that Mr. Murray dictated to you or told you what to type up? Is that right?
A. No. On June 19th, we discussed the issues.
Q. So you didn't type anything up?
A. I don't believe so, or if I did, it would have been after -- it would have been some sort of a format, but not certainly in this form.
Q. Who was present when you and Mr. Murray were discussing the issues in the June 21st, 2007, letter?
A. Present in the room?
Q. Yes, ma'am.
A. Just me and my father.
Q. Nobody else?
A. Well, Helen was at the door trying to listen, and Nyesha was instructed to get her the hell out of there.
Q. So no one else was a witness to this conversation on June 19th, 2007?

A. Actually, Nyesha came in a few times to make sure he had medicine.
Q. And Ms. Flynn?
A. Was -- she kept trying to say she needed stuff from her closet. My father rather rudely told her to get the hell out.
Q. So that was the first of three interactions with regard to this letter. The June 19th, 2007, was a discussion. What was the second interaction?
A. On the 20th, the next day.
Q. What happened on that day?
A. I gave him a rough draft of what we had discussed, and we fine-tuned it.
Q. Is that what you've typed up here --
A. No.
Q. -- which is --
A. No.
Q. -- marked as Defendant's 1?
A. That's on the 20th.
Q. Where is that draft?
A. Oh, God. I destroyed it when I typed it.
Q. You destroyed this document?
A. No. This is the document.

Q. No, ma'am.
A. I destroyed the notes, yes.
Q. You destroyed the notes and the document you --
A. Well, the notes had more notes on top and changes that he dictated. No, it was -- it was a rough copy.
Q. Okay. Those documents have been destroyed. Is that correct?
A. Yes. Yes. I have no idea where they are.
Q. The third interaction was when?
A. On the 21st. I think we went through a draft or two, and I think I actually went and typed this at my sister's house.
And most interesting, when my father died, your firm came in and seized the computer records from Helen's computer, and probably there might be a draft of this on there, and you might check that.
Q. So where did you draft -- you said you went to Pam's house?
A. I believe in the beginning, I was drafting the notes and/or parts of this discussion on the seized hard drive that should be in the

possession of your law firm. After that, for the final one, Helen just kept bopping in and trying to read what I was writing, so I think I went to my sister's.
Q. Okay. That's what I'm trying to find out. So the June 21st, 2007, letter, which is marked as Defendant's Exhibit 1, you typed this up at a computer located at your sister's house?
A. I believe I did. I cannot --
Q. And the sister is Pam, not Catherine, correct?
A. That is correct.
Q. So you typed this up. Then what did you do with the document after you typed it up?
A. I brought it back to my father, and we discussed it, and he said: I want to think about it. I'm going to have Pam read it to me. Because I was about to leave. I mean, I had to get out of there. And he said: I want to reflect upon it for a day or so. And I gave it to Pam, and twice he tried to sign it and was unable, once I believe in the presence of -- what's her name? A Russian woman. Oh, goodness, a Russian woman took him to the park.
Q. Were you present during the first time

he tried to sign the document?
A. No, no, no, no.
Q. Were you present at any time he tried to sign the document? That's really -- I just want to know what you actually witnessed, not what you're speculating.
A. No. I didn't witness him signing this document at all.
Q. So you drafted it, and you gave him --
A. I drafted it per his instructions.
Q. Yes, ma'am. So you drafted this document, and you gave it to Mr. Murray on June the 21st, 2007?
A. I read it to him; I didn't give it to him.
Q. Then where did the actual hard copy draft of this document go?
A. My sister.
Q. Pam?
A. I did not trust anything in that house not to disappear if it was not to the benefit --
Q. And that's your sister Pam?
A. Yes.
Q. It says: Agreed -- I'm on Page 3 now. It says: Agreed to in full Pages 1 through 3 as

initialed. Is that your signature?
A. On page one, two, three, yeah.
Q. Three, at the bottom.
A. Yes, and then I signed it and gave it to my sister.
Q. When did you give it to your sister?
A. Probably before I left that weekend. I was driving, I believe.
Q. And I think you testified already you did not witness any of the signatures, the signature or on this document --
A. Svetlana was the name of the woman, and he couldn't sign it. She took him in the park. He wanted to sign it. He just couldn't. He couldn't sign it.
Q. And I believe you testified previously that you did not see Mr. Murray sign this document?
A. No, I didn't.
Q. And you didn't see the witnesses sign the document?
A. No.
Q. Why didn't you date your signature?
A. Because there's a date at the top of the letter.

Q. So it's your testimony that you signed this document on the date of the letter, which was June 21st, 2007?
A. That's right. I read it to my father and was ready for him to sign it. He said he wanted to think about it. He wanted Pam to read it to him. I mean, he still had all of his marbles in many directions. I mean, he was always cautious and --
Q. Why did he -- I'm sorry. Go ahead.
A. And so I gave it to Pam.
Q. Did you read this document to Mr. Murray?
A. Absolutely.
Q. So you read it to him, and it's your testimony that you believe Pam read it to him?
A. Yes.
Q. Do you know Larry Bump?
A. He was Pam's boyfriend.
Q. Are you in touch with Larry?
A. I forward him jokes. I asked him about a lawn blower. I asked him about something about credit scores and how to get your credit scores, because I knew he was interested in that. And I kept him in touch with Pam's medical

prognosis. I let him know that -- when she went into hospice. I let him know when she died.
Q. Did he come to her funeral?
A. No.
Q. How frequently do you speak with Mr. Bump?
A. He called me recently and said did I subpoena him, and I said no. He said: Well, it must have been the Hood firm. And I said: Well, I think so, I said: But, you know, I'll let you know if it was our attorneys. And then after that, I sent him the notice of my sister's death.
Q. What conversations have you had with Mr. Bump about these claims that have been filed against Mr. Murray's estate?
A. He just said he would come up here. If they would pay for his time, he would come up here and tell you what he wrote in a deposition and that he would be willing to testify to it.
Q. Did you talk about the substance of what he was going to say?
A. No. I just said it was probably about this agreement.
Q. Have you given Mr. Bump presents from time to time?

A. I did send him a present for his birthday one year. I sent him $10 of McDonald's coupons, and it was a joke present because he and my sister always argued about how bad McDonald's food was for you, pursuant to our conversation.
Q. When was that?
A. A couple years back.
Q. A couple of years ago, like 2013?
A. Yeah, or '12. It's probably in the emails. I think he thanked me for it. It was -- it was a very nominal gift. I think I saw a picture with a car that he had always liked, you know, craved to have this car, and I enclosed $10 worth of coupons from McDonald's and said happy birthday. I think it came up on -- I don't even think he's on Facebook. I don't know how I found out it was his birthday, but it was just kind of an off-the-cuff thing.
Q. When did Pam and Larry Bump stop seeing each other?
A. As -- in about three to six months before she left Atlanta, or Cumming, Georgia, for Maryland.
Q. When was that?
A. 2011, maybe. You know, I moved her,

and it was just -- it's all a big blur. She was so sick. I was down there. She wasn't getting along with Larry. Her children wanted her to move near them, and she made the decision to do so.
Q. So after Pam and Larry Bump stopped seeing each other in 2011, you continued to stay in touch with him?
A. Certainly not close touch. Pam had had a rather rancorous leaving. He was really acting out. But I stayed in nominal touch. I liked Larry well enough. I mean, you know, he was from a very different background. He was a little rough around the edges, but I thought his intentions were good, if not his performance. And I felt for him because I think he was in love with my sister and probably didn't know how much he got on his nerves -- her nerves. He had dogs that yapped all the time and drove her nuts.
Q. Did you or did you not continue to keep in touch with Larry Bump after he stopped seeing your sister Pam in 2011?
A. Yes, infrequently.
Q. What conversations did you have with Joe Pridgen the summer of 2007, if any?
A. George (sic) Pridgen showed up at

Pam's house one day and said that there had been some trumped-up charges against him after my father's fall, and that he had been in jail, and he gave this long sob story, and that he and his wife had separated, and he had his child, and his mother-in-law was taking care of the child. And I noted to him that for being in prison, he certainly had a fine tan. They must have had a nice prison yard exercise. It was in August. I mean, it just didn't hang together.

Q. August of what year?

A. 2007.

Q. Okay. I wanted to make sure.

A. It was late August.

Q. So in August of 2007, were you at Pam's house when Mr. Pridgen came to the house?

A. Yes.

Q. So you saw him?

A. He just showed up, yeah.

Q. And he said that he had been --

A. In prison.

Q. -- in prison?

A. Or jail.

Q. What was the purpose of the visit?

A. I'm not quite sure.

Q. Was Mr. Pridgen still working as a healthcare provider at that time?

A. Well, he was in jail, according to him.

Q. But wasn't he providing care to Mr. Murray in the summer of 2007?

A. I think he was dismissed after my father fell. My father did fall fairly frequently, but --

Q. Do you know whether or not any money was given to Mr. Pridgen as severance after he was dismissed as a provider for Mr. Murray?

A. I have no idea. I think he claimed nothing, but I don't distinctly remember that. My impression was not.

Q. Did you ever give Mr. Pridgen any money?

A. No. He asked me for money.

Q. How much did he ask you for?

A. No specific amount, something to tide him over.

Q. Do you know of anyone that gave Mr. Pridgen money?

A. My father wanted Pam to give Mr. Pridgen money.

Q. And did Pam do that?

A. I'm not certain, but I know she felt that Joe owed her an explanation. My father wanted Joe to buy an ambulance to transport him to New York if we couldn't get him in a jet. My father had these great plans of escaping and somehow getting some miracle treatment that would restore his health.

I did tell him I thought it was a little late in the game, that perhaps when he had pursued it at the time of this, you know, February '06, but he seemed defeated, but angry, and he was angry about the DNR, he was angry about hospice, and he said that -- and I hate to say this, because it may have been said in a feeling of despondency, that Hilton had thrown him under the bus and that he had to get out of there.

Q. Are you aware whether Pam or anyone gave Mr. Pridgen money?

A. I have no actual knowledge of any money.

Q. Do you have any knowledge that Mr. --

A. I know that my father wanted her to give him money to buy an ambulance to transport him to New York.

Q. And that certainly never happened, correct?

A. No.

Q. Did Mr. Pridgen say that he was in physical danger in Charleston?

A. Mr. Pridgen was in physical danger?

Q. Yes, ma'am.

A. No, not that I have any recollection of. I mean, could he have said it? I would have blown it off, I mean.

Q. So the only time that you saw Mr. Pridgen in summer of 2000 (sic) was in August when he came to your sister Pam's house?

A. No. I saw him at one other time. He wanted to meet me at some waffle place and talk about things, and he wanted to know if he could park an RV in my driveway in New York and run a repair business. I mean, it was just bizarre.

Q. When was that contact?

A. Probably maybe within a week of -- it was near the HealthSouth facility. That's all I remember.

Q. Within a week of Mr. Murray's death?

A. No, within a week of him appearing on Pam's doorstep. And I think he called Pam once,

but I'm not sure. You know, Joe was suspect. Joe played it any way he could get it to get cash. I didn't think he was a totally upright individual.

Q. So other than the two instances that you've just described in 2007, the one when Mr. Pridgen showed up at Pam's house and the second one when he wanted to meet you at the waffle place --

A. I think it was a waffle place.

Q. -- any other communication with Mr. Pridgen in 2007?

A. Not in 2007. He called me I think in 2008, and I wrote up -- he said he had been called by Helen and that Helen was in distress, that she was receiving no money, that Helen wanted him to communicate with me and say she was sorry, that she realized that she had not necessarily trusted the right people, that she was being mistreated by the estate, that things I had said to her she now believed were honest. But Helen blew with the wind.

Q. So this was the phone call from Mr. Pridgen in 2008 to you?

A. I don't know if it was 2008, but somewhere I have -- I typed it up because it was

just such an astounding phone call. He went to go meet with her.

Q. Did you provide that to your lawyer?

A. I don't have any memory. It would have been in with papers. I think I saw a copy of it, but, you know --

Q. Other than the 2008 call from --

A. Never heard from him since.

Q. Okay. You have not talked to him. Have you talked to Patti Pridgen, his wife?

A. Oh, God, no.

Q. And you were under --

A. While he was working for my father, he did once ask me to call him at his residence, and I don't remember if I did, and he gave me his email, but I can't find it. It probably was on AOL, which has been dead forever. I mean, I kind of kept him at a distance because I thought he was most probably a charismatic disreputable individual.

Q. But you have no knowledge of Mr. Pridgen being given any large check or any sum of money in the summer of 2007?

A. I've heard talk of it. I know Pam was asked about it. I know that my father had asked

her to give him money for an ambulance, and he said he was going to take logging roads up to New York, which was just crazy, and I said there's no way without a nurse and -- you know, it was just another fantastic -- you know, you have to differentiate between people's hopes, dreams, aspirations, and what's practical.

Q. Well, I understand that you have an understanding that your father asked Pam to give him money so he could take him in an ambulance up to New York. Other than that, do you have any knowledge about any sum of money being given to Mr. Pridgen in the summer of 2007?

A. Any large sum of money? No.

Q. Other than compensation for his work at Interim Healthcare.

A. I think when I met him, I may have given him $500, because he said he needed to get his son into school up at his mother-in-law's, but I'm not sure if I ever did that. I mean, I didn't trust him.

Q. When was that?

A. Maybe end of August, but I'm not even certain that I did it. I know he implied that he needed money, which is why I got the implication

that he had not received severance, but I know he was worried sick about his son.

Q. Who was going to pay the severance?

A. I have no idea. I had nothing to do with that.

Q. Who is John Finan?

A. John Finan is an old boyfriend of Brianna's who was introduced to me by somebody in Quogue who came to me and said: I have knowledge that you need -- he went out with her, he was living at my father's apartment, and they had a tumultuous relationship which involved a lot of alcohol. My understanding is that Brianna got pregnant, wanted him to marry her. He was already married and in a divorce. She then put pressure, was calling his family, and it was -- it was not a pretty thing.

Q. Did you ever loan him money?

A. I advanced him, with his lawyer's guarantee, $15,000 for his divorce.

Q. His divorce from whom?

A. His wife, which his lawyer, Arnold Kriss, assured me would come back in the settlement, so I did it based upon Arnold Kriss's thing.

Q. You loaned Mr. Finan $15,000 when?
A. Golly, maybe the spring of two thousand whatever. You know, I'd have to look.
Q. Was it before or after your father died?
A. It was after my father died.
Q. Did he repay this loan?
A. Arnold Kriss did not repay the loan, based upon a technicality.
Q. What was the technicality?
A. That the money that was supposed to be reimbursed was reimbursed, but it was not reimbursed to Arnold Kriss, it was reimbursed to John Finan, and he had no access to the funds.
Q. So you were close friends with Mr. Finan?
A. I was friends with him.
Q. I mean, to give him $15,000?
A. He wanted to be friends. He wanted to be really good friends. He was just somebody that popped into my life. I had just gotten the money from my mortgage.
The deal was he owned a piece of land in Quogue that he was giving me as security. As it turned out, it wasn't -- it was not buildable

land. It was just -- you know, it was one of those things that you do when you're depressed and grief stricken, and somebody is there.
And he also told me that Brianna had received money in exchange for taking my papers from Quogue and had also received money for tapping my email. She was a -- sort of a -- she's a computer maven, regarding correspondence from US Trust. So not very nice things to learn about her, and certainly, she could have gotten disbarred for doing so.
Q. So let me just make I understand this. John Finan was Brianna's boyfriend, correct?
A. But it was very tumultuous towards the end.
Q. But they were boyfriend and girlfriend?
A. Yes.
Q. And then they broke up, and then you started having a relationship with Mr. Finan?
A. Not a romantic relationship.
Q. Did he ever live with you?
A. He would live up at the house when I wasn't there, and the rest of the time -- and which was good, because there were incidents at my

house, being empty. And, for example, I found out that when I was in South Carolina taking care of my father, during the time I was in possession of the house, my husband had had a large party there, and there was some destruction.
Q. So you loaned Mr. Finan $15,000?
A. With the assurance of his attorney.
Q. But you were not paid back?
A. But I was not paid back.
Q. And you claimed a loss on your 2008 tax returns for a bad debt?
A. That is correct.
Q. So what was the bad debt? In addition to $15,000, what was the other bad debt?
A. There was money he had used my credit card for. He's a con artist. I didn't find this all out until after the fact.
Q. So there's a loss on your 2008 tax return of $28,914?
A. That is correct, some of which I did not discover for some time.
Q. Is that all related to money that you gave to Mr. Finan or for credit cards of yours that he used?
A. Credit cards that he used illegally.

Q. And you can't remember when this -- well, this was a 2008 tax return, so this must have happened in 2008.
A. Yeah, it was 2008, must have been.
Q. When is the last time you spoke with Mr. Finan?
A. Probably three years ago, when he said he had money to repay me, but he didn't.
Q. Is he a witness that you plan to call in this case?
A. I don't see what he would be a witness to except that hearsay that Brianna had told him that she stole the documents based on payment that she received from Hilton, and that she tapped my email, again, based upon money that she received from Hilton, the amounts being $25,000 and $15,000 respectively.
Q. So who paid her -- well, hold on. Who paid Brianna $15,000 and $25,000?
A. I have no idea.
Q. Where are you getting that information?
A. From John.
Q. John Finan?
A. Yes.

Q. The fellow who you took a bad debt of $28,000?
A. Yeah, that's true, absolutely.
Q. Okay. And so he claims that Brianna received money for doing what?
A. For taking the Quogue documents, the proof of the debt, and locking them away and for either tapping or accessing, because she had had access to my computer, doing this for me, of having access to privileged conversations with my attorneys regarding US Trust in their litigations regarding the Samuel Freeman Trust.
Q. So with regard to these documents that Brianna allegedly took, the Quogue documents, and locking them away --
A. And a few personal possessions.
Q. -- are there any documents that you have not been able to produce?
A. No. Everything was given back to me by Mercedes, and they were exactly in the place that John Finan had said that they had been put into.
Q. And how long was your relationship with Mr. Finan?
A. When I say a relationship, John wanted

to have a relationship with me. I found John to be certainly entertaining and charming and attractive enough, not to me in that respect, and on and off, but mostly off, because once I figured he was -- once I found out about the credit cards, I mean, he was like -- I had a choice of charging him in court for $15,000 that he didn't have, and the word of Arnie Kriss, who is one of the top lawyers in New York, where was I going to go there? I had no money.
Q. So how long was that relationship with Mr. Finan?
A. What kind of a relationship are you talking about?
Q. Well, I assume that after you had to take a bad debt of over $28,000, you and Mr. Finan weren't friends anymore?
A. That's dead certain, yes.
Q. So how long were y'all friends is what I'm trying to figure out? And we've established this is in 2008.
A. Probably the end of 2008, when I discovered the -- you know, when you're terribly upset, and you have endless expenses, and you're trying to pay your bills, and you just -- I mean,

I paid for four canceled trips on Delta Air Lines that my daughter was trying to get down for the funeral for my father, you know, because I just didn't have the emotional capacity. I certainly didn't have staff to look into these things and trace which ones had been not reimbursed because of weather. There were any sort of number of things where I was not prudent.
Q. Were you and Mr. Finan friends in 2007, or did this friendship develop later?
A. I'm trying to think. I was trying to avoid him, because Brianna made it out that he had abused her in some way, but I didn't know -- it was definitely, you know, who is the biggest fibber because --
Q. So you can't remember if you were friendly with Mr. Finan before or after your father's death?
A. Oh, I was friendly with him after my father's death, but not --
Q. In 2007.
A. Yeah.
Q. We know you were friendly in 2008.
A. Well, in 2008, it pretty much hit bottom rather quickly.

Q. In looking at your --
A. And I had never had any romantic affiliation with him in any form.
Q. Did Mr. Murray pay for your education and expenses associated with going to the New York School of Interior Design?
A. Absolutely, and that was an agreed-upon exchange for the interest he'd promised me in The Inn at Quogue.
Q. And in the Schedule C of your 2003 --
THE WITNESS: Oh, don't do the face palm. You're perfectly aware of it. You told me yourself in the restaurant at The Inn at Quogue.
BY MS. CRAIG:
Q. Ms. Murray --
THE WITNESS: Don't do the face palm.
BY MS. CRAIG:
Q. Who are you talking to?
A. I'm talking to Hilton because he's just pissing me off.
Q. I don't think anybody is making faces or intending to make --
A. Oh, he is.
Q. -- to make faces.
A. So maybe I'll just lean over this way.

Q. Why don't we take a short little break.

THE VIDEOGRAPHER: This concludes Video No. 2 in the video deposition of Elizabeth Murray. The time is approximately 2:15 PM. We are now off the record.

(A recess transpired.)

THE VIDEOGRAPHER: We are now back on the record. Today's date is March 25th, 2015. The time is approximately 2:42 PM. This is Video No. 3 in the video deposition of Elizabeth Murray.

BY MS. CRAIG:

Q. In the Schedule C of your 2003 tax returns, you listed a business expense of $9,293 related to educational expenses. Is that correct?

A. If you say so, I'm sure you're correct.

Q. In 2003, where were you going to school?

A. In the last half of 2003, I was at New York School of Interior Design, but I also had courses that I had taken to prepare for the law boards. I don't know what it -- I think it's just New York School of Interior Design, but the cost of a course load there would be far in excess of

that.

Q. So these are expenses that you incurred related to going to school?

A. I would have to see a schedule, and I don't know if it still exists that -- we're talking 12 years ago.

Q. Did Mr. Murray pay your expenses for the New York School of Interior Design?

A. He paid substantially all of the expenses.

Q. And did you also receive an allowance?

A. Yes, I did.

Q. How much was that?

A. It was $3,000 a month.

Q. When did you start receiving the $3,000-a-month allowance?

A. When I enrolled in school in September of 2003.

Q. So you enrolled in the New York School of Interior Design in 2003?

A. That is correct.

Q. How much was tuition there, approximately?

A. I would say it was on or about 12- to $15,000 a year.

Q. The business expenses in the Schedule C for your 2004 tax returns is $15,140. Were you also going to the New York School of Interior Design at that time?

A. Yes. I did have small clients, and when you operate a small-scale company, often, your deductible expenses can be in excess of your revenues minus your cost of goods sold, so it was probably depreciation, travel. Anything that could be written off, I probably did.

Q. You did not pay your tuition to the New York School of Interior Design in 2004. Is that right?

A. How did -- what do you mean? Did the check come from my father to me to them or to them?

Q. Did you pay for it, or did your father pay for it?

A. My father paid for it. There may have been expenses that were not included in what he paid for, but regardless, my accountant said that I could deduct it as a continuing expense.

Q. The expenses that related to educational expenses in 2004 would have been for the New York School of Interior Design?

A. I would think so, unless they were for the Kaplan prep test.

Q. That's just a --

A. I don't know.

Q. The Kaplan prep test for the LSAT?

A. Yeah.

Q. That's just a course that you take.

A. It's not education, it's a course, right.

Q. Then in 2005, you also had business expenses in your Schedule C related to educational expenses. Were those for the New York School of Interior Design as well?

A. Most likely. I can't attest to it definitively without seeing a breakout.

Q. Did you get a degree from the New York --

A. Yes, I did. I got an associates degree with a specialization in handicapped accessibility and elder care.

Q. When did you get that degree?

A. 2005, in August.

Q. So you went to school at the New York School of Interior Design for 2003 and 2004 and graduated in 2005?

A. That's correct.
Q. During that time, you received also $3,000 a month allowance from Mr. Murray?
A. Yes, I did, and it was agreed that that would continue through my NCIDQ exams, which would give me a certification.
Q. When was that?
A. Early winter of 2006.
Q. So you continued to receive the $3,000 allowance through the winter of 2006?
A. Early 2006, early 2006. I took the exam -- it was actually the date that Christopher got married was the day of the exam, so I don't remember when it was, but I remember that was the exact date, so Hilton could probably supply that.
Q. So the monthly allowance of $3,000 started in 2003 and continued through 2006?
A. The very beginning, yes.
Q. And what was the reason for the allowance discontinuing in 2006?
A. Because it would then be applied $2,000 a month towards the debt at The Inn at Quogue. It didn't discontinue.
Q. That's what I want to know.
A. And then a thousand dollars was a gift

from my father because he asked me to do many, many things for him, whether it was making his apartment handicapped accessible, driving him places, taking care of him on a daily basis, running to Walmart for his needs, grocery shopping, driving him places, picking him up at the airport. He had me renovate my sister's house. I did -- I renovated his 69th Street apartment. I renovated something on 44th Street for him. I mean, I made myself very available to him to assist him.
Q. So the $3,000 allowance that started in 2003, it continued until 2006, and then it's your testimony that then you continued to receive $3,000, but it was $2,000 for the debt at The Inn at Quogue and a thousand-dollar gift from Mr. Murray?
A. That is correct, a gift in lieu of certain accommodations that I made for him.
Q. Okay. And how long did you continue to receive a $3,000 check, for whatever reason, from Mr. Murray?
A. Well, it stopped when my father believed that I had testified against him to the Samuel Freeman Trust, and then when I then

applied -- even though -- even though my husband knew that it was used -- the $2,000 and, indeed, $3,000 was used to pay the debts associated -- the monthly debts associated with The Inn at Quogue, he said it was a gift from my father, even though it was being credited, and so he stopped it during the fracas over the Samuel Freeman Trust, and when I then applied yet again to the court for support, it magically reappeared.
Q. When was the last time you received the $3,000 from Mr. Murray?
A. I believe it was June, because Helen victoriously told me that Bobby Hood had made sure I wasn't going to get another cent, quote-unquote, in her phone call to me, and, indeed, I never received another check.
Q. Okay. Let's back up. Let's see if you can answer the first question. The $3,000, you said, discontinued because your father thought that you had testified against him in the Samuel Freeman Trust?
A. Yes.
Q. Okay. So you understand that he stopped giving you money because he was angry?
A. Yeah, even though he owed it to me.

Q. When was that?
A. That was, I believe, in November.
Q. Of 2007?
A. Yeah. No, 2006.
Q. Excuse me. Thank you.
So November 2006, you did not receive $3,000. Is that correct?
A. Yes.
Q. December 2006, did you receive it?
A. Yes, after I filed a petition with the court, and then my former husband called I believe Hilton, according to him, and got it reinstated. Maybe he called my father. I'm not sure.
Q. After December 2006, you continued to receive $3,000 a month from your father?
A. I believe so, yes.
Q. Did your other sisters receive $3,000 a month?
A. No, but they had not lent him money, nor were they doing services for him.
Q. Did you obtain a mortgage on the property at Katonah?
A. Yes, I did.
Q. And how much was that?
A. $375,000.

Q. Did you have a cosigner or guarantor?
A. No.
Q. And where did you get the money?
A. Countrywide.
Q. Excuse me?
A. Countrywide was the mortgagor.
Q. And was that acquisition a result of your divorce?
A. Yes.
Q. And did you use the money that was loaned from your mother's estate?
A. For what?
Q. For anything.
A. Towards the house?
Q. Yes.
A. In the years previous, yes, it was the basis of the down payment and virtually all improvements and the furniture purchased for the house, landscaping, roof repairs, you name it. I used my income as well as loans from principal.
Q. Looking at your statement of net worth, and this is Defendant's Exhibit 5, and again, this document was signed and dated May of 2007, you were still getting $3,000 a month from your father. Is that right?

A. That is correct.
Q. Why didn't you disclose that $3,000 a month in your net statement of -- in the statement of net worth?
A. It wasn't net worth, it was reimbursement for debt that was owed to me, and the $1,000 was income for services rendered.
Q. So it's your understanding or your position that the $3,000 a month that you were receiving when you made this disclosure in the statement of net worth was -- should not have been revealed?
A. Of course.
Q. Did you have the -- were you receiving any other money from any other sources that were not disclosed in May of 2007, other than the $3,000?
A. No, except for intermittent -- in 2007, nothing.
Q. So the only additional money that you had coming to you that wasn't disclosed in this statement of net worth, the only additional money was the $3,000 a month?
A. Yes.
Q. Is that correct?

A. Now, I got reimbursements for things that my father had asked me to buy or trips he asked me to go with him or reimbursement for taking him for clothing that did not fall down because he had lost so much weight. I bought rubber-proof sheets and mattress protectors and towels and food and lunches for his healthcare workers and paid whatever was necessary.
He had no cash. Things were not getting handled very well when they were sort of in-house. I think James did an admirable job of taking care of everything that needed to be taken care of that he was aware of, but he was not there to pay for healthcare workers or running out and getting stamps and mailing packages and all of the daily debris, and Helen was certainly not able to -- I don't think she even had a license to drive.
Q. Do you have any written documentation to prove that the $3,000 that you received from 2003 to 2006, which was an allowance, turned into reimbursement and a gift in 2006? Do you have any written documentation of that?
A. Just what my father wrote in the letter that he wrote at the bank, which indicated

that the $2,000 represented that.
Q. Anything -- at the time that this allowance became repayment and a gift, is there any document that shows the creation of that agreement?
A. I believe that my father wrote me a letter and said, you know, what's going on, and there were deductions made from the money that was owed to me from The Inn at Quogue, and it was very clear that from then on out, you know, he would give me the $2,000 and then $1,000 as he was able to do for the services that he asked me to do for him.
Q. What letter are you referring to?
A. I believe that it was in 2007. It wasn't in 2006. He was just affirming our understanding.
Q. Has that been produced?
A. Yeah. In fact, we saw it this morning. Your office sent it to us.
Q. Tell me the date of that.
THE WITNESS: I gave you some numbers.
MS. CRAIG: Michelle, do you have the document? Or we can stop and look for it.
MS. ENDEMANN: I think it was in one

of your designations, Molly.
MS. CRAIG: We'll take a break. It'll take us a few minutes to find that.
MS. ENDEMANN: Sure.
MS. CRAIG: We'll take a break.
THE VIDEOGRAPHER: We will now go off the record. The time is approximately 2:58.
MS. CRAIG: Well, we'll continue right now. We'll just take a break another --
THE VIDEOGRAPHER: I'm sorry. I thought you were --
MS. CRAIG: We're just going to go a little bit longer than an hour because it's going to take me a few minutes to find that document.
Are we still on the record?
BY MS. CRAIG:
Q. Anything other than this letter, I think you said the date was 2007, that your father wrote you that evidences --
A. I think there were two letters that were written. One went to the judge in my divorce case so that my -- the income received from my father would be correctly deemed reimbursement and a gift in exchange for accommodating his illness, and the other document was earlier on. There were

two documents, I believe, that were certified at the bank, or whatever it's called, you know, notarized.
Q. Which judge?
A. Beeler, in New York.
Q. So we're looking for a 2000 letter -- 2007 letter that your father wrote to you and a letter that your father sent to Judge Beeler?
A. Uh-huh, yes, ma'am.
Q. Anything else that is evidence that Mr. Murray intended the $3,000 payment to not be an allowance, but to be reimbursement and a gift to you?
A. Well, there's his original letter in March of 2000 which said how much he would be giving me to start repaying the money, and that was very firm, but it did not have a full accounting. And then the requirements for the full accounting kept moving. You know, I would send bills, they wouldn't get reimbursed, they would, you know, get folded into other bills, then a check would bounce, so it was -- it was very complicated.
MS. ENDEMANN: Do you want to take a break just for --

MS. CRAIG: Yeah.
MS. ENDEMANN: That's your Exhibit 7 --
MS. CRAIG: Right.
MS. ENDEMANN: -- I think you were asking about. That's one of your designations.
MS. CRAIG: Right.
MS. ENDEMANN: If you'd look at where it says gross income, I think that's the document Elizabeth's referring to.
THE VIDEOGRAPHER: I'm sorry. Did you want to go off the record?
MS. CRAIG: Yeah. We're off the record.
THE VIDEOGRAPHER: We will now go off the record. The time is approximately 3:00 PM.
(Off-the-record discussion.)
THE VIDEOGRAPHER: We are now back on the record. The time is approximately 3:01 PM.
BY MS. CRAIG:
Q. The letter to Judge Beeler that you referenced, have you provided that letter to your lawyers?
A. Yes.
Q. Any other documents that you contend

evidence that the $3,000 you were receiving a month was not allowance?
A. When I gave my father an accounting of the bills from The Inn at Quogue, it showed the $2,000 as a reduction, and our agreement was based upon his examination of those documents.
Q. That's just an accounting. I mean, I'm talking about a document that says: I acknowledge that this is not an allowance, but I am giving my daughter $2,000 a month for reimbursement and a thousand dollars a gift. Does that document exist?
A. There is some document that sounds familiar to that. May I look at that document?
Q. Yeah. Well, actually, this has got some handwriting on it, but I'll find a clean copy for you. There's an April 10th, 2007, letter.
A. When I say services, I took care of Helen for five weeks when she had hip surgery. I visited my father, at his request, every day while he was in HealthSouth for three weeks.
Q. When was that?
A. The summer before he died, 2006.
Q. You're claiming that's reimbursement?
A. That was a gift in appreciation for

the devotion that I showed to my father when he did not exactly have other regular visitors from the family.

Q. Did other sisters receive such a devotional gift?

A. Not that I'm aware of.

Q. Do you know if the -- if your sisters were aware that your expenses at the School of Design were paid for by your father?

A. I was very open about it if anybody asked me. I know Pam knew. I wasn't exactly chitty-chatty with Catherine.

Q. How about the allowance that you received, the $3,000 allowance you received for those three years?

A. That, to me, was a direct expense of basically relieving my father of our agreement for the 10 percent of the inn, and later, I was told by Hilton directly that he was planning on leaving the entire inn to me and leaving me out of the estate.

Q. I'm sorry. I thought you --

A. And it was related to other people at the inn as well.

Q. I thought you testified that between

2003 and 2006, while you were in school, you received a $3,000 allowance from Mr. Murray?

A. Yes, I did. I'm talking about previous to that.

Q. Oh, you got money before that. Tell me about that. Tell me about all money you received before 2003.

A. I received the overwhelming salary of $40,000 a year with no expenses.

Q. Anything else?

A. My father bought me a closet at IKEA and a new range and paid half of a refrigerator, because when I came back to New York, my apartment had not been maintained.

Q. Did your father pay your legal expenses associated with your divorce?

A. He paid some of them.

Q. How much?

A. Ten that I know of and another ten came through Pam, so I don't know.

Q. How about cosmetic surgery? Did your father pay for that?

A. Yes.

Q. How much was that?

A. I think that was about 12 or 13. It

may have been a little bit more with nurses.

Q. How about the house? Did your dad buy you a house?

A. No. My father lent me money to invest into his tax shelters, which I repaid to him, and I have all the checks, and so it was a wash financially for him, but it gave us a tax refund.

Q. What was your tax refund?

A. Probably over two years, maybe $40,000.

Q. Did your father buy you a car?

A. My father bought me the deposit on a car, not a full car.

Q. How much was that?

A. I think $7,000.

Q. How about your daughter's educational expenses?

A. Yes. It was agreed upon that he wanted Catherine -- I mean Pam to go -- listen to me. Elspeth to go to Chapin, and I said I couldn't afford it. My husband refused, and he said he would pick up the balance.

Q. And how much was that?

A. By the end, it was probably close to $12,000. My husband would contribute $2,000 a

year and her gym fees, although he did testify in his divorce that he paid all of her school expenses, which was not true.

Q. Any other gifts that Mr. Murray gave to you?

A. He gave me a coat once.

Q. Anything else?

A. A sweater. These were generally birthday presents, a cashmere sweater.

Q. Did you also get a check on your birthday?

A. I don't remember getting checks. He liked to get gifts on my birthday. If he ever gave me a check, it was out of the ordinary.

Q. How about for Christmas, did you get a check at Christmas?

A. He used to give me a check of a thousand dollars every month, and I reported that in my divorce settlement.

Q. And whether your sisters were also getting allowance --

A. I think Pam got something to help her out ever since she had developed cancer, and then I believe that he contributed the money towards Catherine and Hilton's house, which is in her

name. And he bought Pam the house in James Island. Is that where it was? He did contribute money towards some tree work and roof work at my house after I bought it.

Q. How much was that?

A. It was under $20,000.

Q. $20,000?

A. It was under $20,000. I have – that was 1986. I'm doing my best here, but –

Q. All right. With regard to the claim that you have filed for the Elizabeth Style Setters, why didn't you file suit on that before your father died?

A. Because filing suit on my father would have evoked a Draconian reaction. He had already signed a note. I had the receipts, at least until they were removed from my access. And I thought it was better as long as he was willing to acknowledge it before his death, which he did. We went over the books.

I mean, this was a moving target. Every time I came up with the books, it was like let's cut a deal, I mean, that was with Hilton, and I didn't consider being reimbursed appropriate let's cut a deal material.

Q. So was your plan always to wait until Mr. Murray died, and then you were going to file a claim?

A. No. I met with my father before his death, at his request.

Q. But why did you wait until after he died to file a lawsuit, as opposed to when he was alive, if you believed you were entitled to this money?

A. If you had a father with advanced Parkinson's who had periods of dementia who you were told that there was no money left for his medical care, I thought it was cleaner, in the same way that other people in this room that worked with my father that were owed money, that it was a more polite way to handle it, particularly since he had affirmed the debt before his death.

Q. All right. And you stopped working at The Inn at Quogue in 2002, correct?

A. That is correct.

Q. So it's your contention that these reimbursements were due to you by 2002, correct?

A. They were due to me at a time of -- at a rate of $2,000 a month. I never anticipated it

going on forever. And then when I left, it was pretty hostile with Hilton, so I wasn't exactly going back to the well, and then my father developed rather profound Parkinson's, and then the documents were stolen, and then there was the Samuel Freeman Trust. There were any number of reasonable reasons not to push the envelope until my father was ready to entertain discussion, which came, at his instigation, at Father's Day weekend.

Q. But you agree that you stopped working at The Inn of Quogue in 2002, and you chose to file a claim against Mr. Murray's estate after his death. Is that correct?

A. There were ongoing discussions after I left with Hilton.

Q. But, ma'am, you didn't file a claim on Mr. Murray?

A. No, I didn't.

Q. And you stopped working at The Inn at Quogue in 2002?

A. That is correct, the same way you might not want to file a suit against your own father.

Q. Ma'am, this is not an appropriate conversation --

A. I know.

Q. -- that we're having.

A. I know.

Q. Let's keep this professional, please.

A. Okay.

Q. I'm not the one that's filed these claims.

A. I guess not.

Q. So my question to you is: In 2002, did you stop working at The Inn at Quogue?

A. Yes.

Q. And during Mr. Murray's lifetime, through 2007, did you ever file a suit for reimbursement of The Inn at Quogue?

A. No. I merely had discussions with him.

Q. Thank you. Same question with regard to the alleged debt owed to the Minnie Holmes Murray Estate. Why didn't you file suit as the administratrix while Mr. --

A. Because he told me --

Q. -- while Mr. Murray was still living?

A. He told me it was coming to him at his death, and Hilton affirmed that on the back steps of The Inn at Quogue's garden room when he came to

visit. He told me it was all set up, that he had the information from the Signet Bank where my father had affirmed the debt, and that it was validated, and I didn't have to worry about it.

Q. What is your contention as to how much money Mr. Murray paid you back with regard to the Style Setters debt?

A. It would be on a schedule on the CD that was provided to you. It was provided to the court.

Q. As you sit here today, you have no idea how much money Mr. Murray paid you back for the reimbursements?

A. It would be $2,000 for the first couple months of 2006 through one month prior to his death, and there were intermittent payments while I was at The Inn at Quogue, and for the hotel debt -- I mean for the inn debt, all money was reimbursed except for $5,000, which was double -- a repayment was double counted.

Q. Did Mr. Murray agree to pay interest on that debt?

A. Yes, he did.

Q. And where is that documented?

A. In the actual April 2000 letter.

Q. And is that letter a letter that you drafted?

A. No. Actually, Hilton did.

Q. And how do you know that Hilton drafted that letter?

A. Because he brought it in, and I told him there was one thing missing, and it went out, and it came back with the -- and that was witnessed by I believe Bill Dalton.

Q. One more question with regard to the December -- I mean, excuse me, February 10, 2006, visit to Dana Flavin's house. What time did you get back into the city after that visit to Ms. Flavin's house?

A. This is a guesstimate, 9:30, 10:00.

Q. Did you ever go have dinner at Ms. Flavin's house after this February 2006 visit?

A. Yes. She invited me to Easter dinner, where her friend was going to be there, who could advise me on my daughter's college prospects as to which college would be most appropriate for her.

Q. When was that? What year was that Easter dinner?

A. 2006, I guess. Yeah. When was the -- we were there in February, I think, right?

Q. Yes. According to the documents, it's February 10, 2006.

A. It would have been Easter of 2006.

Q. So just a couple months after you visited Ms. Flavin for the first time, you were invited to have Easter dinner with her?

A. Well, she wanted to introduce me to her friend Stewart.

Q. But you had Easter dinner with her just a couple months after you met her?

A. Yes.

Q. And during that visit to Ms. Flavin's house, did you go to her bathroom and take her daughter's toothbrush?

A. No.

Q. You didn't take her toothbrush to do a DNA test on it?

A. No.

Q. That information is news to you as we sit here today?

A. Yes.

Q. Did you ever take a toothbrush from Ms. Flavin's house for the purpose of trying to determine whether or not Courtney was Mr. Murray's daughter?

A. No. I have no memory of taking any toothbrush.

Q. Did anybody give you a toothbrush that had been procured from Ms. Flavin's house for that purpose?

A. Not to my memory. If anybody would have taken a toothbrush, it would have been Brianna, not me, I mean, because there's -- it's much better to send things directly than to have them go through --

Q. The Defendant's Exhibit No. 7, we've already asked questions about that. The date of the document's December the 15th, 2006. We've already established that you didn't hand this actual document to Mr. Murray, you gave it to the concierge?

A. That is correct.

Q. Did you receive any type of acknowledgment from the concierge?

A. No, I did not.

Q. Did you ever ask Mr. Joe Pridgen to sign a statement?

A. No, not to my memory.

Q. Did you or any -- or did you have knowledge of anyone preparing a statement and

asking either Mr. Pridgen or his wife Patti to sign it?
A. No. Patti was removed from employ for theft, which was on a camera at Best Buy, or Bed Bath & Beyond or -- no, Bed Bath & Beyond.
Q. But you have no knowledge of Mr. or Mrs. Pridgen being asked to sign any statements related to Mr. Murray?
A. No.
Q. Did you pay Gil Mestler for his expenses related to the Hudson move?
A. Oh, yes, yes.
Q. Why did you do that?
A. Gil was looking for a job. My friends were moving. They had some secure stuff that they wanted -- secure high-value stuff that they wanted moved. He had a son who needed work, and they needed to be moved very quickly. So I called Gil, and he said he could do it with his son, and so all I did was pass on the money that was allocated to him from the Hudson check.
Q. How much money did you pay Mr. Mestler for these moving expenses?
A. Under a thousand dollars, I think. I don't know if it included his son's pay, which was

considerably less. I think it was two days of moving.
Q. Did Mr. Mestler ever work at The Inn at Quogue?
A. No.
Q. Did he ask you if he could say that he managed The Inn at Quogue, as well as residences in Manhattan, with you as his boss?
A. Residences in Manhattan?
Q. Yes, ma'am.
A. Not that I remember. At one point, he was looking for a job in Germany, and he asked if I would provide a reference.
Q. Would it be a true statement to say that Mr. Mestler managed The Inn at Quogue, as well as residences in Manhattan, with you as his boss?
A. No.
Q. That is not a true statement?
A. That is not a true statement, and I never provided any such statement.
Q. Did you ask Mr. Mestler to sponsor you as a relative for the Navy Federal Credit Union?
A. Well, there's a category called relatives, which includes housemates, and he

referenced me as a housemate, because he had stayed for a month up at The Inn at -- up at Katonah while he was seeking a divorce.
Q. So did you or did you not ask Mr. Mestler to sponsor you as a relative --
A. Yes.
Q. -- for the Navy Federal Credit Union?
A. Not as a relative, as the relative category, which included housemates.
Q. And why did you -- why did you want to be able to have access to the Navy Federal Credit Union?
A. They had very good rates on loans. I was considering buying a car, and they had a 1.99 percentage on cars, and I was looking to build my credit portfolio.
Q. With regard to this request for the Navy Federal Credit Union, did you ask Mr. Mestler to refer to you as his sister?
A. I don't remember, but it came through as a housemate.
Q. Well, you're not his sister, are you?
A. No, I'm not his sister.
Q. And that would not be an honest response, an honest statement?

A. No.
Q. Is that right?
A. That is correct. He actually referred to me as his sister, because the one sister he had had died, but --
Q. But you were not his --
A. No.
Q. It would not be an honest statement --
A. No.
Q. -- to say that you and Mr. Mestler are brother and sister?
A. Right.
Q. What was the $30,000 check that was the reason you were trying to open an account with the Navy Federal Credit Union, what was that for?
A. Oh, I had lent Jackie, my friend -- she was selling her house. Her husband did not have the money to advance for an interim loan for her son, who was moving out to buy his apartment. The money that she had would not be cleared until the house was finished. There was a two-week lapse. Because of the money I had in escrow with my attorney, I was able to get an advance on that of $30,000, lend it to her, and she gave it back right on time, but I wanted to reinvest it in a

secure facility.
Q. So you and Mr. Mestler are pretty close friends. Is that fair to say?
A. I don't see him. I haven't seen him, I think --
Q. Well, you talk a fair bit, don't you?
A. No. I don't talk to him at all.
Q. You don't talk to him by email? When I say talk, I'm talking about communicating by email.
A. Oh, email? Yeah. It's like what the hell is happening? I mean, he took a job as security manager for the Lady Liberty Island, Ellis Island, and he travels a lot with his wife. And I think I saw him for a Shake Shack lunch. I forget what that was all about.
Q. When was that?
A. Maybe six months ago, maybe eight months ago. I saw him for Christmas before last at Christmas Eve with his wife. Oh, and he notarized something at Starbucks for me.
Q. When was that?
A. I seem to remember last summer, but I'm not sure.
Q. In August of 2014, you and Mr. Mestler

were communicating by email, and you said that you did not get the envelope with mailing receipts and check?
A. Oh, he was on his way to the post office, and I had to send something certified mail.
Q. What check are you referring to?
A. Wait. Repeat it to me, please.
Q. Yes. It says that you sent an email to Mr. Mestler that you did not get the envelope with mailing receipts and check. What I'm interested is what check are you referring to?
A. He has a -- what's the name of that bank? DM -- Toronto Dominion, that was it, bank, and they have free coin change, and I had a -- we were about to move in the building, and I had a canvas bag full of change from Nick, and he said he would take it down and get it changed into cash, and so he sent me a check. I thought it was coming by mail, and I needed the certified check receipts from the bank -- I mean from the post office, and instead of mailing it, he dropped it by my doorman, so I was looking in the mail, and it was in the bottom of the front drawer of my -- not a concierge, a doorman.

Q. How much was that check?
A. I think $127, something like that, maybe $109. And he wrote me another check, and that was because he used my card to go to a funeral.
Q. How much was that check?
A. It was for E-ZPass. It was probably under $50.
Q. Any other money received from Mr. Mestler?
A. No, not a -- not a thing.
Q. Have you ever used the email address Louisa Phillips?
A. Yes.
Q. Why?
A. Because my email was being tapped.
Q. By whom?
A. By Brianna.
Q. So you tried to set up an email address that couldn't be traced?
A. Right, that didn't have my name on it, because, you know, she did have great investigative techniques so far as email.
Q. How about an email account that was Ashley Moose?

A. Oh, that was 100 years ago. When I say that, I'm being facetious. That was in the early 2000s, and that was my correspondence with Harry Schult.
Q. So that the purpose of that was to have --
A. A private email.
Q. Under a fake name with your boyfriend?
A. Ashley -- no. Ashley is my niece, she loved moose, he had met her, they had gotten along because they both loved football, so we named it Ashley Moose.
Q. So that was just another email that you established under a false name?
A. A false name, no. It wasn't supposed to be a false name. There are no people named Ashley Moose that I am aware of.
Q. Well, the purpose of setting up an email address that doesn't say --
A. It's privacy, privacy, yes.
Q. -- Elizabeth Murray is so -- for what other reason?
A. Well, pondfield1953 is the one I used for legal stuff here. I have different -- I have one Elizabeth Murray Trustee for the Samuel

Freeman Trust business.
Q. What other ones do you have?
A. That's it.
Q. So that's one, two, three, four different email accounts?
A. Uh-huh, uh-huh, two of them being business related, one of them as a result of being hacked, and one is missliz1011.
Q. Did you send any emails to Joe or Patti Pridgen on any of your email accounts?
A. Is it possible? I seem to remember at one point him giving me an email account. I could have. I don't remember what was on there. Whatever was on there was what he asked me to send him. He specifically gave me an email. I remember that, because I recognize it when you asked me that, but I have no idea what I sent on it and why I would contact him, unless it was at his request, because I certainly wouldn't have known his email otherwise.
Q. Okay. So the email addresses that I've got are Louisa Phillips, Ashley Moose, Pondfield, Miss Liz, Elizabeth Murray Trustee. Anything else? I counted five.
A. Okay. Ashley Moose has been dead in

the waters for years, AOL. Missliz1011 has been dead in the water for years.
Q. But any other email --
A. No, no.
Q. -- address names that you've gone under?
A. No, no.
Q. Okay. Do you know a person named Moose Phillips?
A. No.
Q. Does that have anything to do with your Ashley Moose email?
A. No, no.
Q. Does that have anything to do with your Louisa Phillips email?
A. No.
Q. Who is Louisa Phillips?
A. Louisa Phillips was a beautiful woman I knew, Phillips Louisa, when I was -- she was Louise Fletcher, and then she became Louisa Phillips, and I just thought it was a very elegant name. She was from Bronxville.
Q. Do you know Mahri Givers?
A. Yes.
Q. Why would -- do you have an opinion

whether or not she would have seen any of these letters that you say that you sent to your father acknowledging the debt?
A. She was gone.
Q. When do you think that she left?
A. While I was at The Inn at Quogue.
Q. What year -- so that would be --
A. I guess so.
Q. -- between 1999 and 2002?
A. Yeah, possibly, possibly.
Q. And was she a notary that worked in your father's office in New York?
A. I believe she was a notary, yeah.
Q. Did you have her notarize any of the documents that you contend Mr. Murray signed?
A. Which --
Q. Anything.
A. Things that I contend he signed? Not that I'm aware of, but is it possible? I don't remember anything.
Q. And it's your recollection that she left when?
A. She left because she was blackmailing my father.
Q. First of all, let's start with the

time. When do you believe she left?
A. Sometime while I was at The Inn at Quogue.
Q. All right. So that narrows it from 1999 to 2002?
A. I believe it was during that time, or maybe the blackmailing began after that time. She got very tight with two people that were also looking to blackmail my father at The Inn at Quogue, and it turned out we had dismissed them, and it turned out he had a murder rap over in Serbia. His name was Chris and Lydia. I don't remember their last names. And he had murdered a man and escaped here, and Lydia had followed with the children, and he was stealing from The Inn at Quogue and not showing up and was exhibiting public drunkenness.
Q. I'm sorry. What does that have to do with Mahri Givers?
A. Well, she was in tight with Chris and Lydia, which will give you some nature as to her ethical dealings.
Q. And tell me the circumstances. Saying that somebody is blackmailing your father is a pretty serious accusation. What are you talking

about?
A. Well, my father told me he was blackmailing -- she was blackmailing him, and he asked me to write a letter to her for him, because he was so upset by it, he could hardly deal with it. He had given her a very generous severance.
She had fallen in love with my father, and he had taken somebody home to his apartment, which was the Savoy, which was his office, which had a fold-out bed, and she went berserk. And he had been somewhat generous with her, and she started threatening to blackmail him, and he gave her a certain sum of money and told her just get out of there.
And James had become increasingly valuable, and she was irritating James, and he thought that James was far more important to keep than Mahri, because she was coming -- she had severe eczema, was becoming very unhinged and increasingly demanding. And again, I believe she had somewhat fallen for my father.
Q. When did Mr. Murray tell you that Mahri was blackmailing him?
A. She was making references at that point that she had stuff on him, and he'd

better -- he'd better -- and so he addressed that in the letter, and then when -- after my father had died, Mahri called me while I was out in Quogue one summer, and I was driving home on Todd Road, and I got a call from her, and she started threatening me and my father and Hilton.
Q. When was this? I'm sorry.
A. Sometime after my father had died. I immediately called Hilton, despite our lack of correspondence and communication. I thought it was important that Hilton know that Mahri was back on the scene and was obviously broke and trying to go for a second swing, and he said he would handle it, and I never heard from her again.
Q. All right. So when did -- you said that Mr. Murray told you that Mahri was blackmailing him. Is that correct?
A. Trying -- yes, was threatening to blackmail him and had indeed caused some trouble with US Trust.
Q. Okay. When was that is what I want to know?
A. While I was at The Inn at Quogue. I believe it was the first summer, 1999, but I cannot swear to that.

Q. Do you have any evidence that Mahri Givers was actually blackmailing Mr. Murray?
A. Only what my father told me in that he said she'd caused trouble for him.
Q. Okay. And there are no other witnesses to this conversation?
A. Not that I'm aware of. And I don't know if I have a copy of the letter, because I would have written it at The Inn at Quogue.
Q. Who is William Dalton?
A. William Dalton was the manager of The Inn at Quogue.
Q. You've identified him as a witness to testify?
A. My attorneys did in that he was involved in so many of the -- in observing and knowing about the purchases made at The Inn at Quogue.
Q. Okay. Have you spoken with him?
A. Yeah. He called me last week. He heard that my sister had died. He wanted to offer his condolences.
Q. Have you asked him to be a witness and to testify?
A. Absolutely not.

Q. Okay. Do you know if he's planning to testify?
A. I have no knowledge of that.
Q. And you said he is an accountant?
A. No.
Q. I'm sorry. What did you say he was?
A. What is he? He's a guy who has some -- he went to Pace Business School. I believe he was in some sort of a government service. I don't know exactly what it was. He's a mysterious man.
Q. When did he work at The Inn at Quogue?
A. From the end of nineteen ninety -- no, the end of the summer of 1999 throughout, and then he left after I did.
Q. So he left sometime after 2002?
A. Uh-huh.
Q. How about Craig Muraszewski?
A. Muraszewski. Craig was a manager at the hotel, and then he left and then went to Windows on the World, then he came back and was a manager at the restaurant, wine buyer consultant. He then went to Per Se, which is a very upper-tier restaurant in New York, and then after that, he worked for several large restaurants as the

manager and now owns his own store up in Cold Spring, New York. I saw him about a year ago.
Q. Have you asked him to testify?
A. No.
Q. Have you discussed this -- these claims with him?
A. He knows that I have not been repaid, and he is well aware of all the money that I spent in the restaurant. I told him I've been repaid by the restaurant, and he wanted to know about all the stuff at the hotel. And I had reimbursed him personally for checks that had bounced from the hotel, so he was well aware of what was going on there.
Q. So it's your contention you have been paid back everything from the restaurant?
A. Except for $5,000, as I have previously stated.
Q. How about Donna McBride, who's she?
A. Donna McBride, D-O-N-N-A, was a manager at the restaurant who was very familiar with the financial workings and had a quick eye, lots of street smarts, and almost an infallible memory.
Q. Have you discussed these claims with

her?
A. She just knows that I have not gotten my money back.
Q. How does she know that?
A. I told her. She called to meet me one day at some diner on the Lower West Side. It was a total pain in the ass. And she wanted to know what had happened. And I had been kind to her. She was getting abused by her husband and was in a very bad way, and I gave her shelter for a few nights, bought her some clothes, and gave her some Dutch courage to go back and face another day, and she left her husband, so she's always been appreciative towards me.
Q. Helen Flynn, you aren't friendly with her, are you?
A. I was very nice to Helen. I gave her gifts. I took care of her when she was sick, when not one of her children would. I was polite to her. She was at times friendly and called me an angel. At times she called me a devil. She was convinced I was having sex with my father. She was delusional. She was bats.
Q. I mean, is it fair to say y'all aren't friends right now?

A. No. I tried to maintain a friendship, because nobody else was calling her. I felt very bad for her. When I say she's bats, I think she's deranged. I don't think she's deliberately evil. It comes out that way. I think that she has dementia, and she's an old woman.
On her 70th birthday, or maybe it was her 80th, not one of her children called, which will give you some idea of the joy and light that she spreads in the world, and so I took her out for lunch, I took her out for dinner, I gave her a beautiful gift, I had taken care of her from morning 'til night for six weeks, so I don't think I was an evil, nasty person.
Q. When was all of that? When were you taking care of her?
A. '06, '06.
Q. Okay. But not since then?
A. I took care of her and bought her Christmas presents and Valentine's Day presents and brought her flowers, saying they were from my father, and listened to her --
Q. But I'm talking after 2006.
A. After 2006? No. Once that whole thing with Samuel Freeman Trust, she was like a

caged tiger, you know, in essence.
Q. Don Sharpe is listed as a witness. What will he testify to?
A. I have no idea. I mean, you know, these are the people that my attorneys have said have been noted in documents.
Q. Who is Don Sharpe?
A. He was my father's former partner for years and years and years and friends for years before that and a coworker.
Q. And you haven't talked to him about this case?
A. Just that it's still going on, and he thinks it's a shame, and he had his early opinions about the abrupt change in my father's will and did not think well of it. He did not think well of Helen. He -- what is he, 81 years old? I have no idea. He's an older man. He teaches at Fordham University Law School. He's a nice man, from my experience, and his concern was my father and my father's losing his facilities and undue influence.
Q. You mentioned that Mr. Sharpe was not happy with the abrupt change in Mr. Murray's will. What are you referring to?

A. Well, he had a will all made out in 2005, and then he said: I'm switching everything to South Carolina, and he made some abrupt changes, putting people at major -- to receive major amounts of money, which included Hilton. He put Helen into positions of trust that he thought she did not warrant, and he made our position very risky, from what I understood to be the fact, and he thought that was atypical of my father, contrary to years and years and years of understandings with my father, and he feared undue influence due to his disease.

Q. How did Mr. Sharpe know what Mr. Murray's 2005 will said?

A. As I said, things filtered out to me, whether it was Helen victoriously making announcements, my father dropping small comments. I didn't know exactly what it said. I just knew that things were real different and that aspersions were being cast upon my intentions, and that I wasn't pleased with it, and I was owed money, and my mother's estate was owed money, and I no longer trusted the players to protect the interests that had been --

You know, all of a sudden, in came

Helen, in came Brianna, and then in came Hilton, as the fifth child, so to speak, and all of a sudden, everybody had their hands in the till, and meanwhile, my mother's estate was owed money, I was owed money, and then people were, I thought, creating hazard for my father with respect to the Samuel Freeman Trust and his care, which was -- perhaps the people in charge of his healthcare had a great amount of money to gain at my father's demise, and my father started to feel that way as well, and he communicated that to me, and I was concerned.

Q. Were you concerned that Mr. Murray's 2005 will was not going to leave you the same amount as the prior wills?

A. I didn't care about leaving the same amount.

Q. What did you care about?

A. I cared about Hilton being vengeful regarding the Samuel Freeman Trust and other previous personal interactions and that he would try to sting me like a scorpion, which, indeed, I think he has.

Q. Anything else?

A. I suspected that as my father became

more ill, increasing amounts of property would be transferred using a power of attorney, and I believe that they were.

Q. Do you have any proof of that?

A. I only have records that I retrieved from Maryland right up until the day of my father's death, and, indeed, I was not necessarily wrong in my assumptions or suspicions.

Q. Do you still have copies of those documents?

A. Yes, I do. I turned them over to my attorneys.

Q. So it's your testimony that you were not concerned about what you would receive under the 2005 will. Your concern was over who would make decisions with regard to Mr. --

A. Who would make decisions and who had insinuated themselves into proportionate distributions and/or powers to distribute that were not in my father's historical interests.

Q. Did Ms. Flavin ever mention to you about Courtney claiming an interest as an heir in Mr. Murray's estate?

A. No. She said she would never claim her as an heir because she did not want her

exposed to Hilton.

Q. How old is Courtney now?

A. I believe she's 26.

Q. And do you know if Courtney knows that Mr. Murray is her father?

A. Courtney has been receiving documents that are legal documents, and she has asked her mother, and her mother told her that there was some suspicion that she may have been Bill's daughter because of the breakup she had with her father during a period of time, but that it's never gone any further, and Courtney is willing to accept that. She was very fond of my father and knew him as her godfather.

Q. Legal documents related to this litigation or something else?

A. Well, she received notices from the court, because she was listed as a possible heir, probably the probate court. I don't know. I have no idea. I don't know Courtney very well. I've met her twice.

Q. Courtney's living in --

A. Germany.

Q. Oh, that's right.

A. She's getting her biochemical PhD, or

something of that ilk.
Q. And where is Ms. Flavin these days?
A. She is somewhere in Germany.
MS. CRAIG: Let's take a few minutes.
MS. ENDEMANN: You've got about 15 minutes left.
MS. CRAIG: What's that?
MS. ENDEMANN: You've got about 15 minutes left.
MS. CRAIG: What, before Ms. Murray needs to leave?
MS. ENDEMANN: Uh-huh.
THE WITNESS: So why don't we finish up or --
MS. CRAIG: I just need a minute to kind of look over my notes.
THE WITNESS: Sure.
MS. CRAIG: If we don't finish, we'll just have to do it later.
THE VIDEOGRAPHER: We will now go off the record. The time is approximately 3:47 PM.
(A recess transpired.)
THE VIDEOGRAPHER: We are now back on the record. The time is approximately 3:55 PM.
(DFT. EXH. 8, 4/10/07 Letter to

Elizabeth Murray from Mr. Murray, Bates DIV744, was marked for identification.)
BY MS. CRAIG:
Q. Ms. Murray, with your lawyer's assistance, I think we've located a letter that you referenced from April 2007 that you contend shows that Mr. Murray continued paying you $3,000 not as an allowance, but as a gift and as reimbursement, and I'm going to show you what we've marked as Defendant's 8, and the date is April 10, 2007. Is that the letter you're referring to?
A. Yes, yes.
Q. And who drafted that letter?
A. I did, and my father made some changes.
Q. This is the -- earlier, I asked you who drafted the letter, and you said Hilton. You're now reviewing the document.
A. Oh, I said Hilton drafted it?
Q. Yes, ma'am.
A. I'm so sorry.
Q. It's okay. I just want to make sure we're certain as to who drafted the document.
A. Hilton drafted the four -- April 2000

document, not this letter.
Q. Okay. The one that's marked as Defendant's 8 was drafted by you?
A. Yes, yes.
Q. May I hold it for a second? We can look on it together.
A. Drafted meaning typed and instructions.
Q. Okay. And it says that those made prior to your attendance, so this is the New York School of Design, were and are to be credited towards various monies owed to you regarding The Inn at Quogue and the restaurant at the amount of $2,000 per month, as we had discussed, to cover advances of funds and purchases with respect to the inn and the restaurant. Is that right?
A. Right, that's correct.
Q. What funds did you advance to Mr. Murray?
A. The only funds that I advanced were to cover payrolls that were not funded.
Q. And where did you get the money to cover payroll?
A. From cash lines, advances on credit cards, cash that I had on hand. I would empty out

my coffers to cover the payroll checks, because it is a felony in New York City for an attorney or one of his businesses to issue unfunded payroll checks.
Q. How much money are we talking about to make payroll that you say that you loaned to Mr. Murray?
A. I loaned it to the business, essentially, but -- and covered -- and I would have to look at the original documents to get that.
Q. Do you remember approximately?
A. Several $12,500, $15,000. It was a lot of money.
Q. Okay. And this money that you say you paid for The Inn at Quogue, was that in 1999, 2000, 2001, or 2002?
A. 1999, 2000 -- really, after the summer of 1999 into 2000, 2001, perhaps.
Q. So what savings accounts did you have at that time that you could draw that kind of money from?
A. They were not savings accounts. They were money market accounts.
Q. Money market with what, with whom?

A. Chase. I think it was money market, resolving credit lines.
Q. With which bank?
A. Chase.
Q. Any other source -- what I want to know is all sources of money that you used to pay the payroll.
A. I would have to go back and look at the advances. I took an advance I think on a Discover card once. I would take advances on any amount of available credit to cover the payroll.
Q. Did you have a money market account?
A. It wasn't a money market account. It was a $25,000 line of credit. I had $8,000 at Discover. I had bits and pieces of other credit lines.
Q. The $25,000 line of credit, that was with Chase?
A. Chase.
Q. And then you said the advance with the Discover card. And what other sources did you draw from to pay these payroll --
A. I cannot give you that information until I reference the --
Q. What do you need to reference?

A. The breakout of the advances.
Q. Did you provide that in your creditor's claims?
A. Yes, I did. No. It was the disk attached to the creditor's claims.
Q. Let me show you what was filed with the probate court. Do any documents in there help you? As well as the petition for allowance of claim.
A. This was just -- this was just a summary, and then the CD was -- no. There was a CD attached that gave exacting information.
Q. So you contend that the CD says the sources of funds that you drew from to pay the payroll?
A. Absolutely, and I believe that Oana sent you my copy of the CD, which I believe is the original CD.
MS. CRAIG: Michelle, if you will respond to a discovery request on that, then we can probably conclude her deposition.
MS. ENDEMANN: Okay.
THE WITNESS: Oh, yeah. This just gave a very brief summary of -- summary of CD-ROM Excel schedule, and the CD-ROM was attached.

BY MS. CRAIG:
Q. But you can't tell me, without seeing the CD-ROM, but if you had the CD-ROM, you would be able to identify specifically all sources of money that you drew from to pay these payrolls?
A. Yes, although I later found out that they had been recorded in Hagerstown as advances against deposits for catering events, which really pissed me off.
Q. All I'm asking you is to identify the sources of income -- this will be the request for production interrogatory, the sources of --
A. And they were all done on Friday afternoons, late in the day, when everybody's check started bouncing. I'd get a call from Grace at Bank of New York saying: Liz, it's happening again. My payroll check bounced so many times, I can't even count it.
Q. But just so that I'm clear, it's your testimony that in the CD, that it identifies all sources of income which you drew from to pay the payroll which you advanced for The Inn at Quogue?
A. Not sources of income, sources of credit.
Q. Sources of credit. Is that right?

A. That's correct.
Q. Is this a summary?
A. It's one of the summaries that's color coded to show the interest rates of the various credit cards that were being used.
Q. So can you look at that and tell me if there's any other credit, other than the Discover card and the $25,000 line of credit?
A. This be appears to only be 1999.
MS. CRAIG: Michelle, can we agree that you'll provide that information to us?
MS. ENDEMANN: Yeah.
MS. CRAIG: Those are all the questions I have. Thank you very much, ma'am.
THE WITNESS: Thank you.
THE VIDEOGRAPHER: This concludes the video deposition of Elizabeth Murray. The time is approximately 4:03 PM. We are now off the record.
(The deposition was concluded.)

SIGNATURE OF DEPONENT
DEPONENT: ELIZABETH E. MURRAY
DEPOSITION DATE: MARCH 25, 2015
REPORTER: MARIE H. BRUEGGER
CASE CAPTION: IN RE: ESTATE OF WILLIAM MURRAY

(Please return both Signature of Deponent pages)

I, the undersigned, ELIZABETH E. MURRAY, do hereby certify that I have read the foregoing deposition and find it to be a true and accurate transcription of my testimony, with the following corrections, if any:

PAGE	LINE	CHANGE	REASON

SIGNATURE OF DEPONENT (CONTINUED)
DEPOSITION DATE: MARCH 25, 2015
REPORTER: MARIE H. BRUEGGER
CASE CAPTION: IN RE: ESTATE OF WILLIAM MURRAY

PAGE	LINE	CHANGE	REASON

_____
ELIZABETH E. MURRAY Date

I, Marie H. Bruegger, Notary Public for the State of South Carolina at Large, do hereby certify that the deponent was advised of his or her right to read and sign said deposition both verbally and in writing. If the deponent fails to execute and return foregoing Signature of Deponent pages within the thirty (30) days allowed pursuant to the Rules of Civil Procedure, the original transcript may be filed with the court.

_____
Marie H. Bruegger, RPR, CRR
My commission expires
April 18, 2021

CERTIFICATE OF REPORTER

I, Marie H. Bruegger, Registered Professional Reporter, Certified Realtime Reporter, and Notary Public for the State of South Carolina at Large, do hereby certify that the foregoing transcript is a true, accurate, and complete record.

I further certify that I am neither related to nor counsel for any party to the cause pending or interested in the events thereof.

Witness my hand, I have hereunto affixed my official seal this 1st day of April, 2015, at Charleston, Charleston County, South Carolina.

_____
Marie H. Bruegger
Registered Professional
Reporter, CCR
My commission expires
April 18, 2021

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Certificate# 101154

Surrogate's Court of the State of New York
Westchester County
Certificate of Appointment of Administrator

File #: 1967-2344

IT IS HEREBY CERTIFIED that Letters in the estate of the Decedent named below have been granted by this court, as follows:

Name of Decedent: **Minnie Holmes Murray** Date of Death: **June 17, 1967**

Domicile: **Bronxville, New York**

Fiduciary Appointed: **Elizabeth E Murray**
Mailing Address: 737 Park Avenue #3B
New York NY 10021

Type of Letters Issued: **LETTERS OF ADMINISTRATION CTA**

Letters Issued On: **August 22, 1975**

Limitations: NONE

and such Letters are unrevoked and in full force as of this date.

Dated: June 17, 2013

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the Westchester County Surrogate's Court at White Plains, New York.

WITNESS, Hon. Anthony A. Scarpino Jr., Judge of the Westchester County Surrogate's Court.

Joseph M. Accetta

Joseph M Accetta, Chief Clerk
Westchester County Surrogate's Court

This Certificate is Not Valid Without the Raised Seal of the Westchester County Surrogate's Court

STATE OF SOUTH CAROLINA) COUNTY OF CHARLESTON)	IN THE PROBATE COURT CASE NO: 2014-ES-10- 1327
IN RE:	
ESTATE OF MINNIE HOLMES MURRAY, DECEASED)	ORDER RECOGNIZING AUTHORITY OF A FOREIGN PERSONAL REPRESENTATIVE
PETITIONER:)	
ELIZABETH E. MURRAY, PERSONAL REPRESENTATIVE QUALIFIED UNDER THE LAWS OF THE STATE OF NEW YORK)	

This matter is based upon the ancillary probate documents of ELIZABETH E. MURRAY, as Administrator qualified under the laws of the State of New York praying that the Estate documents of MINNIE HOLMES MURRAY bearing File Number 1967-2344, be admitted to probate in this Court.

It is made apparent to this Court that MINNIE HOLMES MURRAY departed this life on June 17, 1967, a resident of Westchester County, New York.

Pursuant to Sections 62-4-204 and 62-4-205 of the Probate Code for South Carolina, where there have been filed true and authenticated copies of the Estate proceedings by the domiciliary foreign personal representative, said appointed foreign Personal Representative has the power of a local Personal Representative.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the foreign Personal Representative may exercise in this State all the powers of a local Personal Representative and may maintain actions and proceedings in this State.

AND IT IS SO ORDERED!

Probate Court Judge for Charleston County

Charleston, SC
8/15, 2014

FILED
SURROGATE'S COURT
DEC 31 2014
WESTCHESTER COUNTY
DEPUTY CHIEF CLERK

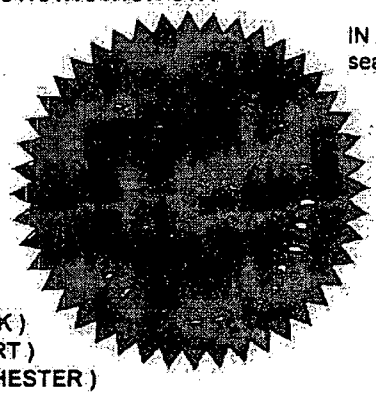
Control# 11278
EXEMPLIFICATION
FILE#: 1967-2344
FILE NAME: Minnie Holmes Murray

STATE OF NEW YORK)
SURROGATE'S COURT)
COUNTY OF WESTCHESTER)

FILED
2013 AUG 15 PM 3:47

I, Joseph M Accetta, Chief Clerk of the Westchester County Surrogate's Court, being a Court of Record, do hereby certify that the copies of the documents listed below, were compared to the original records of the Court filed in the Surrogate's Office of the County of Westchester, and in my care and custody as the Chief Clerk of the Surrogate's Court, and that the same are full, exact and correct transcripts therefrom, and of the whole of each original record.

LAST WILL AND TESTAMENT OF MINNIE HOLMES MURRAY;PROBATE PETITION;DECREE GRANTING PROBATE; LETTERS OF ADMINISTRATRATION CTA



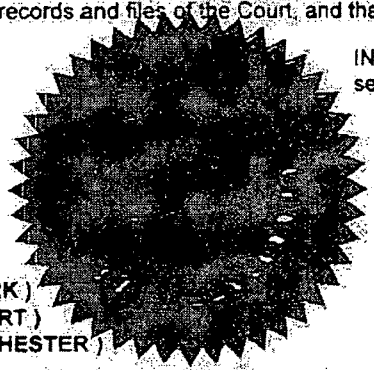
IN TESTIMONY WHEREOF, I have hereunto set my hand, and affix the seal of the Westchester Surrogate's Court on November 15, 2013.

Joseph M. Accetta

Joseph M Accetta, Chief Clerk

STATE OF NEW YORK)
SURROGATE'S COURT)
COUNTY OF WESTCHESTER)

I, Anthony A. Scarpino Jr., Presiding Judge of the Surrogate's Court, do hereby certify that Joseph M Accetta, the person attesting the above certificate, is Chief Clerk of the Surrogate's Court, that his/her signature to the attestation is genuine, that he/she is the legal custodian of the records and files of the Court, and that the certificate and attestation are in due form.

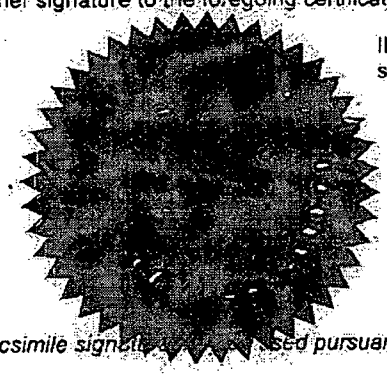


IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the Westchester Surrogate's Court on November 15, 2013.

Anthony A. Scarpino Jr., Surrogate

STATE OF NEW YORK)
SURROGATE'S COURT)
COUNTY OF WESTCHESTER)

I, Joseph M Accetta, Chief Clerk, of the Westchester County Surrogate's Court, do hereby certify that the Honorable Anthony A. Scarpino Jr., is the Surrogate of Westchester County, duly commissioned and qualified, and the Presiding Judge of the Surrogate's Court, and that his/her signature to the foregoing certificate is genuine.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the Westchester Surrogate's Court on November 15, 2013.

Joseph M. Accetta

Joseph M Accetta, Chief Clerk

(Facsimile signature permitted pursuant to Section 2609 of the Surrogate's Court Procedure Act)

000635 - - [illegible] attesting the age of

REPORT OF ESTATE NOT FULLY DISTRIBUTED (22 NYCRR 207.42)

SURROGATE'S COURT
WESTCHESTER COUNTY

Estate of MINNIE HOLMES MURRAY, Deceased

File No. 2344/1967

Date of issuance of first permanent letters: October 30, 1967

Approximate amount of gross estate $360,542.10 (as of date of death) *** See supplement attached

Approximate amount that has been distributed to beneficiaries
$ 517,000.00

Approximate amount remaining in fiduciary's hands at present
$ -- The only asset remaining in the Estate is a note receivable as set forth on the supplement

This estate has not yet been fully distributed for the following reason: [state briefly and state date by which distribution may be expected]

Litigation is pending in the CHarleston County Probate Court in CHarleston, SC as to whether or not the Note is a valid debt.
Mediation is scheduled for August 2013 in Charleston, SC.

Date of this report June 7, 2013

Elizabeth Edwards Murray, Fiduciary

Address: 737 Park Ave #33
NYC, NY 10021

Phone: 917-971-1245 (cell)

Donald L. Sharpe
Donald L. Sharpe
Attorney for above Fiduciary

Address: c/o Fordham Law School
140 W. 62nd Street, New York, NY
10023

Phone: 212-636-6828

ESTATE OF MINNIE HOLMES MURRAY
FILE NO. 2344/1967
SUPPLEMENT TO REPORT OF ESTATE NOT FULLY DISTRIBUTED

*** At the time of the decedent's death, her former husband, namely William E. Murray, owed the Decedent the sum of $142,685.10. This receivable was not listed as an asset of the Estate by the original Executor Leon Murray, who was later removed for malfeasance.

Thereafter, on April 22, 1980, the late William E. Murray executed an Agreement with the Decedent's three daughters acknowledging the debt as valid. The Agreement provided that the principal balance of the loan was now $240,000.00 together with interest thereon.

William E. Murray made a few payments on the loan, however, interest has continued to accrue since 1980 at the rate of 12 percent per annum. At the time of the death of William E. Murray in 2007, Elizabeth E. Murray, acting as the successor Executrix of the Estate of Minnie Holmes Murray filed a creditor's claim in the Probate Court in Charleston County, South Carolina against the Estate of William Murray to enforce the Agreement/Note entered into in 1980 by Mr. Murray.

Certificate# 120893

Surrogate's Court of the State of New York
Westchester County
Certificate of Appointment of Administrator

File #: 1967-2344

IT IS HEREBY CERTIFIED that Letters in the estate of the Decedent named below have been granted by this court, as follows:

Name of Decedent: **Minnie Holmes Murray** Date of Death: **June 17, 1967**

Domicile: **Bronxville, New York**

Fiduciary Appointed: **Elizabeth E Murray**
Mailing Address: 113 Upper Lakeshore Drive
Katonah NY 10536

Type of Letters Issued: **LETTERS OF ADMINISTRATION CTA**

Letters Issued On: **August 22, 1975**

Limitations: NONE

and such Letters are unrevoked and in full force as of this date.

Dated: July 22, 2014

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the Westchester County Surrogate's Court at White Plains, New York.

WITNESS, Hon. Anthony A. Scarpino Jr., Judge of the Westchester County Surrogate's Court.

Joseph M. Accetta

Joseph M Accetta, Chief Clerk
Westchester County Surrogate's Court

This Certificate is Not Valid Without the Raised Seal of the Westchester County Surrogate's Court

Certificate# 108456

Surrogate's Court of the State of New York
Westchester County
Certificate of Appointment of Administrator

File #: 1967-2344

IT IS HEREBY CERTIFIED that Letters in the estate of the Decedent named below have been granted by this court, as follows:

Name of Decedent:	**Minnie Holmes Murray**	Date of Death: **June 17, 1967**
Domicile:	**Bronxville, New York**	
Fiduciary Appointed:	**Elizabeth E Murray**	
Mailing Address:	737 Park Avenue #3B New York NY 10021	

Type of Letters Issued: **LETTERS OF ADMINISTRATION CTA**

Letters Issued On: **August 22, 1975**

Limitations: NONE

and such Letters are unrevoked and in full force as of this date.

Dated: November 15, 2013

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the Westchester County Surrogate's Court at White Plains, New York.

WITNESS, Hon. Anthony A. Scarpino Jr., Judge of the Westchester County Surrogate's Court.

Joseph M. Accetta

Joseph M Accetta, Chief Clerk
Westchester County Surrogate's Court

This Certificate is Not Valid Without the Raised Seal of the Westchester County Surrogate's Court

Certificate# 101153

Surrogate's Court of the State of New York
Westchester County
Certificate of Appointment of Administrator

File #: 1967-2344

IT IS HEREBY CERTIFIED that Letters in the estate of the Decedent named below have been granted by this court, as follows:

Name of Decedent: **Minnie Holmes Murray** Date of Death: **June 17, 1967**

Domicile: **Bronxville, New York**

Fiduciary Appointed: **Elizabeth E Murray**
Mailing Address: 737 Park Avenue #3B
New York NY 10021

Type of Letters Issued: **LETTERS OF ADMINISTRATION CTA**

Letters Issued On: **August 22, 1975**

Limitations: NONE

and such Letters are unrevoked and in full force as of this date.

Dated: June 17, 2013

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the Westchester County Surrogate's Court at White Plains, New York.

WITNESS, Hon. Anthony A. Scarpino Jr., Judge of the Westchester County Surrogate's Court.

Joseph M. Accetta

Joseph M Accetta, Chief Clerk
Westchester County Surrogate's Court

This Certificate is Not Valid Without the Raised Seal of the Westchester County Surrogate's Court

THE STATE OF SOUTH CAROLINA

In the Court of Common Pleas
for the Ninth Judicial Circuit

APPEAL FROM CHARLESTON COUNTY PROBATE COURT

The Hon. Tamara C. Curry, Probate Court

Case No. 2017-CP-10-5198

FILED
2018 JUN 19 AM 10:58
JULIE J. ARMSTRONG
CLERK OF COURT

Elizabeth Murray as Personal Representative of the Estate of Minnie H. Murray and Elizabeth Stylesetters,

Appellants,

vs.

The Estate of William H. Murray

Respondents.

SUPPLEMENTAL RECORD ON APPEAL

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ATTORNEYS FOR APPELLANTS

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STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF CHARLESTON	)	C/A No. 2007-ES-10-1116
	)	
IN THE MATTER OF: WILLIAM E. MURRAY	)	**MOTION FOR SUMMARY JUDGMENT**

TO: GEORGE J. KEFALOS, ANDREW K. EPTING, JR., AND BARRY I. BAKER, STEPHEN M. SLOTCHIVER, ATTORNEYS FOR ELIZABETH MURRAY:

PLEASE TAKE NOTICE that The Estate of William E. Murray (hereinafter, "Estate") will move as soon as may be heard, pursuant to Rule 56 of the South Carolina Rules of Civil Procedure, for an Order from the Court granting Summary Judgment to the Estate of William E. Murray as to the denial of Elizabeth Murray's creditor's claims. The basis for this Motion is that there is no genuine issue of material fact and the Estate of William E. Murray is entitled to judgment as a matter of law.

This motion is supported by the probate court filings, deposition testimony of parties and witnesses, the applicable statutory and common law and is also supplemented with a memorandum with attached exhibits.

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Molly H. Craig (SC #6960)
Christina M. Dickinson (SC #)
Jean Marie Jennings (SC #100651)

Attorneys for The Estate of William E. Murray

10/31, 2016
Charleston, South Carolina

CERTIFICATE OF SERVICE

I certify that on this date a copy of ***Motion for Summary Judgment*** was served on each party or counsel of record by ☒ mailing, ☒ e-mailing, ☐ facsimile, or ☐ hand delivery in the manner prescribed by the applicable Rule of Civil Procedure.

This 31 day of October, 2016.

Melanie D. Hall

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF CHARLESTON	)	C/A No. 2007-ES-10-1116
	)	
IN THE MATTER OF: WILLIAM E. MURRAY	)	**MEMORANDUM IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT**

Elizabeth E. Murray has petitioned the Charleston County Probate Court to allow her two creditor's claims that have been disallowed by the Personal Representatives of the Estate of William E. Murray. The Estate of William E. Murray respectfully submits this Memorandum in Support of its Motion for Summary Judgment regarding Elizabeth Murray's Petitions and asks that they be dismissed with prejudice.

BACKGROUND OF WILLIAM E. MURRAY

During his lifetime, William E. Murray was a successful attorney, entrepreneur and philanthropist. Mr. Murray was a Charleston native who attended the University of South Carolina School of Law and Harvard Law School. He practiced law in New York, Georgia and South Carolina for over fifty years. He was the founder and Chairman of the Board of East Bay Company which was instrumental in the revitalization of many historic areas of Charleston. Mr. Murray was involved in numerous philanthropic endeavors, including support of the Medical University of South Carolina, East West Institute, Spoleto Festival USA, Allen University of South Carolina, the Cancer Research Institute and Sloan Kettering Cancer Hospital.

Mr. Murray's first wife, Minnie Holmes Murray, died in 1967. Mr. and Mrs. Murray had three children of that marriage: Pamela Holmes Murray, Elizabeth Edwards Murray and Catherine Peronneau Murray Smith. Mr. Murray also had a fourth daughter, Brianna Murray, who was born in 1981.

During the decade preceding his death, Mr. Murray was diagnosed with Parkinson's disease and suffered a gradual decline in physical and mental abilities. During that time, he engaged the services of estate planning attorney Edward G.R. Bennett, through whom he executed a Durable Healthcare Power of Attorney and a Last Will and Testament. His health continued to decline until his death in August 2007.

BACKGROUND OF ELIZABETH MURRAY'S CREDITOR'S CLAIMS

William E. Murray died on August 4, 2007 after several years of suffering from Parkinson's disease. Hilton C. Smith, Jr. and Hongjiang (James) Ma were appointed co-Personal Representatives for Mr. Murray's Estate (hereinafter, "Estate"). On June 3, 2008, Petitioner Elizabeth Murray sent two creditor's claims to the co-Personal Representatives. Exhibit 1. The first claim alleged that Mr. Murray had defaulted on a Settlement Agreement dated April 22, 1980 and requested $6,260,845.70, plus additional interest accruing from 6/30/2008 at 12% annually, from the Estate. The claim was brought by Elizabeth Murray as Executrix of the Estate of Minnie Holmes Murray, Mr. Murray's deceased wife.

The second claim was brought by Elizabeth Murray on behalf of her former business, Elizabeth's Stylesetters, and requested payment of $538,034.00 for reimbursement of various expenditures made by Ms. Murray. Additionally,

Elizabeth Murray enclosed a letter purportedly signed by Mr. Murray fourteen (14) days before his death promising payment of part of this sum.

The Personal Representatives analyzed the claims and with the advice of counsel determined that they were either not timely made or not proper claims for payment from the Estate. On August 21, 2008, Hilton Smith as Co-Personal Representative of the Estate of Mr. Murray filed a Notice of Disallowance of Claim as to the Estate of Minnie Holmes Murray as being barred by the statute of limitation. Mr. Smith also filed a Notice of Disallowance of Claim as to the debt for Elizabeth's Stylesetters as not being a valid debt of the Decedent. Exhibit 2. Pursuant to Sections 62-3-804(5) and 62-3-806(a) of the South Carolina Probate Code, no proceeding for enforcement or allowance of a claim or collection of a debt may be commended more than thirty days after the personal representative has mailed a notice of disallowance or partial disallowance of the claim. The Proof of Delivery for the Notice of Disallowance of claims was filed on August 22, 2008. See Exhibit 2. Therefore, it was necessary for Elizabeth Murray to file her Petition for Allowance of Claims by September 21, 2008, or they would be forever barred.

On September 22, 2008, Elizabeth Murray filed a Petition for Allowance of each of these Claims, seeking the Court's allowance of the claims to be paid by the Estate. Exhibit 3.

The parties have spent the last several years engaging in discovery, taking depositions, and attempting to resolve these issues through mediation to no avail. For the following reasons, the Estate of William E. Murray respectfully requests that the Court deny these Petitions and affirm the Personal Representatives' disallowance of these claims.

BACKGROUND OF FAMILY DISCORD

Though the history of the interactions between Elizabeth Murray and her family members is complex and sometimes salacious, the details of the Murray family history are important background for the context in which Ms. Murray's creditors' claims were received, analyzed, and ultimately denied.

a. Samuel Freeman Charitable Trust

During the two years preceding Mr. Murray's death, there was substantial family discord related to various family members' involvement with the Samuel Freeman Charitable Trust (SFCT). Mr. Murray, who was Chairman of the SFCT, removed his daughters Pamela and Elizabeth Murray as trustees. In response, Pamela and Elizabeth Murray claimed he was mentally incompetent and incapable of executing removal documents. Litigation arose related the administration of the SFCT and Elizabeth Murray took an adverse position to her father and Hilton Smith, who was also a co-trustee of the SFCT and is co-Personal Representative of Mr. Murray's estate. Given this ongoing litigation during the last two years of Mr. Murray's life, relations between Ms. Murray on one side and William Murray and Hilton Smith, on the other, were highly contentious. Ultimately, the litigation involving the SFCT settled.

b. Posturing for Challenge to Mr. Murray's Estate Planning

Mr. Murray was a generous man who gave daughter Elizabeth Murray large sums of money over the years. In just the few years prior to his death, Mr. Murray gave his daughter $7,000 for a car, $13,000 for cosmetic surgery (which Ms. Murray called an "anticipatory divorce gift"), $3000/month in "allowance" from September 12, 2003 until May 2, 2007, $25,000 toward attorney fees for her divorce,

reimbursement for travel and other gifts. Exhibit 4; See Exhibit 42. By Ms. Murray's own admission, her father gave her over $93,000 over the span of approximately four years. Exhibit 4. This does not include tuition Mr. Murray paid for Ms. Murray to attend school at the New York School of Interior Design and tuition paid for Ms. Murray's daughter to attend private school in New York. See Exhibit 4.

Despite Mr. Murray's generosity, his daughter, Petitioner Elizabeth Murray, began posturing during his lifetime to challenge his estate planning and began drafting letters purportedly from her father wherein he agreed to pay her large sums of money. In July of 2004, Mr. Murray indicated to his physician that he had been having difficulty with two of his daughters (referring to Pamela and Elizabeth Murray) and that he was concerned that they would make a "grab for inheritance." Exhibit 5 ¶ 8; Exhibit 6. Also in 2004, Ms. Murray repeatedly tried to convince her father not to trust Hilton Smith, who was Mr. Murray's trusted friend, business partner and son-in-law. Exhibit 7 at ¶¶ 8-12. Ms. Murray met with a lawyer about how to "remove" people who were close to her father. Id. at ¶14. She noted in 2005 that her "best route is to prepare to go on the offensive once wem [William E. Murray] is gone." Id. at ¶15. Ms. Murray expressed that she feared Mr. Smith would "get too much under the Will" and was of the opinion that "only the daughters of William E. Murray should inherit." Id. at ¶19. In August 2006, Elizabeth Murray met with local attorney Dennis Christensen to discuss ways to change her father's estate planning, including how to contest Mr. Smith's future appointment as personal representative of Mr. Murray's estate. Id. at ¶22-29.

As his health declined in 2007, Ms. Murray was involved in surreptitiously recording her father and his companion, Helen Flynn. Exhibit 8. She prepared and drafted several letters that she attempted to convince her father to sign, which would change his end-of-life wishes. See Exhibit 7 ¶16 &17. Ms. Murray made several attempts, some successful, at convincing Mr. Murray's health care attendants to report to her on his condition and to sign statements she had written. Exhibit 9. She even went so far as to break a lock on Mr. Murray's desk drawer to copy his Last Will and Testament. Exhibit 10 ¶ 10; see also Exhibit 7 at ¶20.

c. Dana Flavin and Mr. Murray's Declining Health

As Mr. Murray's health took a turn for the worse in the summer of 2007, Ms. Murray alleged that those who Mr. Murray had appointed as his medical surrogates through a Healthcare Power of Attorney (Ms. Helen Flynn and son-in-law Hilton Smith) were giving Mr. Murray morphine with the intent of causing an overdose. Ms. Murray was involved in calling the police to Mr. Murray's apartment to have him taken to the emergency room to get him out of the care of Ms. Flynn and Mr. Smith. Exhibit 11; Exhibit 12. Emergency room physicians, however, found Mr. Murray's condition to be consistent with advanced Parkinson's disease and found Mr. Murray well cared for with no signs of abuse. Exhibit 11.

During her father's final days, Elizabeth Murray brought to Charleston a friend, Dana Flavin (former paramour of Mr. Murray who may be the mother of one Mr. Murray's children, who is not involved in this matter). Ms. Flavin had pursued Mr. Murray and had received grants for her medical research from the SFCT. She represented herself as a medical doctor, though she was not licensed to practice medicine in the United States or her home country of Germany.

Ms. Flavin was vocal with her allegations that Mr. Murray was "poisoned." Exhibit 13. After Mr. Murray passed away, Elizabeth Murray and her sister, Pamela Murray, again called the police to inspect his apartment and treat it as a crime scene. Exhibit 12 (pp. 3-6). Elizabeth and Pamela Murray, with the help of Dana Flavin, demanded an out of state autopsy and toxicology study, even after the coroner released the body finding no evidence of foul play and without requesting an autopsy. The autopsy, which was conducted on August 23, 2007, nineteen days after Mr. Murray's death "revealed no evidence of injury or neglect, and toxicologic studies were not contributory." The manner of death was deemed natural. Exhibit 14.

Following Mr. Murray's death on August 4, 2007, Ms. Murray also challenged the appointment of the co-Personal Representatives Mr. Murray designated in his Last Will & Testament. When confronted with the "Beneficial Lapse on Contest" provision of the Will, however, Ms. Murray agreed to withdraw her Petition. Hilton C. Smith, Jr. and Hongjiang (James) Ma were appointed co-Personal Representatives for Mr. Murray's Estate (hereinafter, "Estate") in accordance with Mr. Murray's wishes.

Then, on June 3, 2008, Petitioner Elizabeth Murray sent two creditor's claims to the co-Personal Representatives. Because the co-Personal Representatives decided these claims were not timely made and were not proper claims for payment from the Estate, Ms. Murray's two creditor's claims were disallowed on August 21, 2008, within the requisite sixty-day time period. On September 22, 2008, one day after the statutorily mandated time to file, Ms. Murray filed a Petition for Allowance of each creditor's claim in the Charleston County Probate Court

commencing this action. For the following reasons, the Estate of William E. Murray respectfully requests that the Court deny the creditor's claims submitted by Elizabeth Murray.

STANDARD

The Estate of William E. Murray has moved the Court for an Order granting summary judgment pursuant to Rule 56, SCRCP. Summary judgment is appropriate "if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." Rule 56(c), SCRCP. The moving party has the initial responsibility of demonstrating the absence of a genuine issue of material fact. Baughman v. American Tel. and Tel. Co., 306 S.C. 101, 115 (1991). However, the moving party may demonstrate this "with or without supporting affidavits," and may point out that there is a lack of evidence to support the nonmoving party's case. Rule 56(b), S.C.R.C.P.; See Celotex Corp. v. Catrett, 477 U.S. 317, 325 (1986).

Once the party moving for summary judgment meets the initial burden of showing an absence of evidentiary support for the opponent's case, the nonmoving party "may not rest upon the mere allegations or denials of his pleading." Rule 56(e), SCRCP. Instead, the nonmoving party "must set forth specific facts showing that there is a genuine issue for trial." Id. In order to preclude a grant of summary judgment, "the court must determine that a genuine issue of material fact exists for each essential element of the plaintiff's claim." Hansson v. Scalise Builders of S.C., 374 S.C. 352, 358 (2007).

ARGUMENT

Elizabeth Murray's Petition for Allowance of these two claims should be dismissed as there is no genuine issue as to any material fact and the Estate is entitled to judgment as a matter of law. First, as to the claim involving the 1980 Settlement Agreement, at the time of Mr. Murray's death, Elizabeth Murray was outside the applicable statute of limitations period for bringing an action for default and, therefore, may not now bring an action against the Estate. The claim is also barred by the doctrine of laches. Pursuant to the Minnie Holmes Murray Will, Ms. Murray, as Executrix, was to create a trust to distribute assets and she failed to establish any trust. Therefore, Ms. Murray has unclean hands and also lacks standing to bring this claim on behalf of her mother's estate as Executrix. Further, William Murray never made any acknowledgment of the alleged debt during his lifetime that would "renew" the statute of limitations.

As to the claim brought on behalf of Elizabeth's Stylesetters, Mr. Murray did not have the requisite mental capacity to enter into a contract or agreement only fourteen days prior to his death and Elizabeth Murray is barred from arguing otherwise on the grounds of judicial estoppel. Therefore, the letter purportedly signed by Mr. Murray promising to pay Ms. Murray these funds is void and unenforceable and also barred by the statute of limitations.

I. Claim #1- 1980 Settlement Agreement

In 1967, William Murray obtained $142,685 from his wife, Minnie Holmes Murray. Following Mrs. Murray's death on June 18, 1967, the note became the property of her Estate and, by October of 1976, the indebtedness totaled $240,000. Mr. Murray also transferred a life insurance policy in the amount of $385,000 to the

Estate of Minnie Murray to compensate it for losses related to the unpaid debt. On April 22, 1980, Mr. Murray entered into a Settlement Agreement wherein he agreed to pay the $240,000 plus an 8% interest rate and a default interest rate of 12%. Exhibit 15.

The Settlement Agreement also reaffirmed the Minnie Holmes Murray Estate's ownership of the insurance policy in addition to the promise of repayment. For reasons that are not known to us today, Mr. Murray did not repay the loan and stopped paying premiums on the life insurance policy. Following the death of Mr. Murray in 2007, Elizabeth Murray filed a Creditor's Claim as Executrix of the Estate of Minnie Holmes Murray, claiming that at the time of Mr. Murray's death he owed $6,260,845.70 for his default on the 27-year-old Settlement Agreement. The Estate denied the claim due to it being untimely.

a. The claim on behalf of the Estate of Minnie Holmes Murray is barred by the statute of limitations

Pursuant to S.C. Code §62-3-802, "no claim which was barred by any statute of limitations at the time of the decedent's death shall be allowed or paid." Because the statute of limitations period for Elizabeth Murray to bring a claim based upon a default on a 1980 Settlement Agreement had already expired at the time of Mr. Murray's death, she is not entitled to payment from the Estate related to that Settlement Agreement.

According to the Petitioner, in June of 1985, Mr. Murray was given notice that he had breached the Settlement Agreement by failing to make payments on the insurance policy. On December 12, 1992, following an accounting and liquidation of the Estate of Minnie Holmes Murray, notice was again sent to Mr. Murray that he had breached the Settlement Agreement. Despite these notices of default,

Elizabeth Murray never took any steps to pursue an action against Mr. Murray. She did not invoke the mandatory arbitration clause under the Agreement nor did she file any action in any court of law.

Because the Settlement Agreement specifically states that it is governed by Georgia law, Georgia statutes of limitation will be instructive. The statute of limitations for written contracts and promissory notes under Georgia law is six years from the date the instrument becomes due and payable and the six-year period runs from the date of the last payment. O.C.G.A. § 9-3-24 (2010). Elizabeth Murray alleges that William E. Murray "stopped paying any cash whatsoever...on June 19th, 1985." See Exhibit 1. The six-year statute of limitations expired, therefore, on June 19th, 1991 and, at the time of Mr. Murray's death in 2007, the deadline for Elizabeth Murray to bring an action against Mr. Murray had long-since passed.

b. The claim is barred by the doctrine of laches

In addition to Elizabeth Murray's claim being untimely with respect to the statute of limitations, the equitable doctrine of laches also bars her claim. "Laches is neglect for an unreasonable and unexplained length of time, under circumstances affording opportunity for diligence, to do what in law should have been done." Hallums v. Hallums, 296 S.C. 195, 198 (1988) (citing Byars v. Cherokee County, 237 S.C. 548 (1961)). To establish the affirmative defense of laches, a party must establish (1) delay, (2) unreasonable delay, and (3) prejudice. Hallums at 199. Applying the doctrine of laches is "highly fact specific and each case must be judged by its own merits." Emery v. Smith, 361 S.C. 207, 216 (Ct. App. 2004).

This is certainly a case of unreasonable delay. Elizabeth Murray waited *twenty-two years* to pursue a claim for Mr. Murray's alleged default of the 1980 Settlement Agreement. As a result of her unreasonable delay, the clock has been running on interest calculations for over twenty years, meaning that Elizabeth Murray now claims she is entitled to over $6 million for an original debt of a little over $200,000. Essentially, Elizabeth Murray, knowing since 1985 that she had a potential claim against Mr. Murray for default, failed to take any action to remedy the alleged breached and instead "laid in wait" until Mr. Murray passed away, allowing the interest calculations to grow exponentially. This results in serious prejudice to the Estate of Mr. Murray in that, had Elizabeth Murray pursued her claim in a timely manner, the total interest Mr. Murray would have been subject to would have been far less. Because Elizabeth Murray waited twenty-two years before making a claim for Mr. Murray's alleged default, she is now barred from asserting her claim by both the statute of limitations and by the equitable doctrine of laches.

c. William E. Murray never "renewed" the debt or acknowledged that he ever intended to pay the debt following his default on the 1980 Settlement Agreement

Ms. Murray has argued that she sent regular letters to Mr. Murray that "renewed" the debt and tolled the statute of limitations. Through the course of discovery efforts, Ms. Murray has produced documents purporting to evidence discussions with her father about the debt. Ms. Murray apparently sent her father a Notice of Default in June of 1985. She has also produced "Notices of Default" or "Dear Daddy" letters dated 1998, 2000, 2002, 2004 and 2006, though some are unsigned draft versions with no indication they were ever given to Mr. Murray.

Exhibit 16. Further, there is no record of whether these notices were ever mailed, delivered by hand, or through a courier service to Mr. Murray's residences or business offices in either New York or Charleston. These documents surfaced only after the initial Claim was denied as being untimely. Mr. Murray's legal secretary, Mahri Givers, who was in charge of Mr. Murray's correspondence for these years, and Hongjiang "James" Ma, Mr. Murray's bookkeeper and office manager, had neither seen nor received any Notices of Default. See Exhibit 11, ¶9 and Exhibit 42 ¶13.

Even if we assume that Ms. Murray did, in fact, hand deliver each Notice of Default to Mr. Murray, such delivery is insufficient to serve as a re-acknowledgement of the debt such that the statute of limitations is either tolled or restarted. Generally, "so far as the statute of limitations is concerned, any admission or acknowledgement of a debt that is unequivocal and unconditional will imply a new promise to pay the debt." 4 Williston on Contracts §8:20 (4th ed.). As long as the acknowledgement is voluntarily made and is not accompanied by any evidence showing an intention to refuse payment, it is equivalent of a new promise. Id.

According to American Jurisprudence, "a new promise to pay a debt, or an unqualified acknowledgement of a debt, from which a promise to pay may be implied, tolls or removes the bar of the statute of limitations." 51 Am. Jur. 2d Limitation of Actions §301. "Any language of the debtor that clearly admits the debt and shows an intention to pay it will be considered an implied promise to pay and will take the case out of the statute of limitations." 51 Am. Jur. 2d Limitation of Actions §314. Similarly, in South Carolina, "[w]here a new promise is relied on

to recover a debt which is barred by the statute of limitations, such new promise must be a clear and explicit promise to pay the debt sued on, or such an unqualified and unequivocal admission that this particular debt is still due as will imply a promise to pay such debt, otherwise such new promise will be insufficient to warrant a recovery of such debt." Suber v. Richards, 61 S.C. 393, 401 (S.C. 1901). The rule is "the writing, in order to constitute an acknowledgment, must recognize an existing debt, and that it should contain nothing inconsistent with an intention on the part of the debtor to pay it. Id. at 402.

In this case, Mr. Murray never made any unequivocal or unconditional promise to pay the old debt. To the contrary, he repeatedly stated to his business partners and companions that he did not intend to ever pay the debt. Mr. Murray's business partner, son-in-law and co-personal representative, Hilton Smith, testified Mr. Murray had no intention of paying this debt. Mr. Smith testified that he had conversations with Mr. Murray in which Mr. Murray explicitly stated that he did not intend to acknowledge or pay the debt. Exhibit 17. Mr. Murray's position was that he was generously supporting his children, even through their adulthood, paying for their expenses and their children's expenses and education, buying them vehicles and homes, and he did not intend to make additional payments to them to satisfy an old debt. Exhibit 18. James Ma, Mr. Murray's bookkeeper, office manager, and Co-Executor of Mr. Murray's Estate, was never instructed by Mr. Murray to include any debts from the Minnie Holmes Murray Estate in Mr. Murray's semi-annual financial statements, on any loan applications, or any other financial statements Mr. Ma completed on Mr. Murray's behalf. See Exhibit 42 ¶ 9, 12. In addition, Mr. Ma recalled sometime in 2005, Mr. Murray privately met with

him to discuss forgiveness of several loans to a friend of Mr. Murray's. Mr. Ma believes if Mr. Murray had wanted to honor the debt due to the Minnie Holmes Murray Estate, he certainly would have made it known to him as bookkeeper and manager of Mr. Murray's office. See Exhibit 42 ¶ 14.

Mr. Murray neither admitted the debt nor showed any intention to pay it subsequent to 1985. Regardless of the notices of default Ms. Murray claims she repeatedly delivered, the debt is not "renewed" absent a clear indication from Mr. Murray that he intended to pay the debt. Further, Mr. Murray was an estate and trust lawyer himself, if he intended to pay the debt he would have included it and provided for it in his Last Will and Testament.

d. William E. Murray did not sign any 2006 renewal of the debt

Several months after the denial of her claim, Ms. Murray produced a letter allegedly signed by her father in 2006 that Ms. Murray claims renews the debt such that the statute of limitations is not a bar to her Claim. Exhibit 19. This letter was allegedly signed by Mr. Murray in the presence of his former mistress, Dana Flavin. Ms. Flavin "uncovered" this letter as well as a letter allegedly containing Mr. Murray's health care preferences while cleaning out her office and sent them to Petitioner's counsel on February 23, 2009. Exhibit 20; Exhibit 21.

Evidence and testimony that has emerged through the course of discovery shows that Mr. Murray did not intend to ever re-acknowledge this debt and did not, in fact, sign the document proffered by Ms. Murray. Mr. Sanjin "Sonny" Sujak, who served as Mr. Murray's assistant from 2002 to the time of his death, accompanied Mr. Murray to Dana Flavin's house on February 10, 2006, the date on which Ms. Murray claims her father signed a promise to repay the debt. Mr. Sujak has

testified that the signature on the page did not match what he knew to be Mr. Murray's signature. Exhibit 22. He further testified that Mr. Murray discussed the debt with him, indicated that Elizabeth kept trying to get him to sign the document, but Mr. Murray stated that he would never sign a document related to the Minnie Holmes Murray Estate without the presence of Catherine and Pamela. Exhibit 23.

During a discussion with Mr. Murray the next morning, Mr. Murray informed Mr. Sujak that he had not, in fact, signed the document. Exhibit 24. Mr. Murray informed Mr. Sujak on several occasions that he did not intend to pay the debt. Exhibit 25. Neither Mr. Murray nor Mr. Sujak were given a copy of the document Mr. Murray allegedly signed that day, and no copy was sent to Mr. Murray's business offices. Exhibit 26. Though Mr. Sujak was told by Ms. Murray to leave the room while the document was allegedly presented to and signed by Mr. Murray, Mr. Sujak testified unequivocally, based on his years of work with Mr. Murray, the signature on this document is not a valid signature of Mr. Murray's. Exhibit 27.

Additionally, Ms. Mahri Givers, who served as Mr. Murray's legal secretary and executive assistant from 1987-2000, has executed a sworn affidavit stating that the signature on the 2006 "Dear Daddy" letter is not Mr. Murray's signature. See Exhibit 11. Ms. Givers has never seen Mr. Murray underline or put a stroke under his signature and never saw him write the word "agreed" on something he signed. Id. Ms. Givers also recalled a meeting between Mr. Murray and his three daughters (Pamela, Elizabeth and Catherine) and son-in-law Hilton Smith, which took place sometime in 1989, during which Mr. Murray informed them that he would not honor the settlement agreement or pay the alleged debt. Id.

The Estate retained Steven Abrams, a licensed attorney and commissioned state constable in South Carolina who provided expertise in the field of computer forensics regarding the health care preferences document purportedly executed by Mr. Murray on the same day, February 10, 2006, as the "Dear Daddy" letter, and witnessed by Elizabeth Murray and Dana Flavin. See Exhibits 19 and 21. Mr. Abrams made a forensic image of Brianna Murray's (Mr. Murray's daughter) hard drive on January 17, 2008 and was able to find two slightly different versions of the healthcare preferences document titled "William E. Murray" which was sent to Petitioner's counsel by Dana Flavin in 2009. See Exhibits 20 and 21. Both versions differed slightly from the version allegedly executed by Mr. Murray and both were emailed to Brianna Murray on February 18, 2006 at 9:37 AM. Both versions indicated they had last been printed on January 23, 2006 and one had been edited by "Pam Stack" the other by "Liz" according to the metadata in each document. Also pursuant to the metadata within the document, each of the two documents were modified on February 18, 2006, after the purported date of execution by William E. Murray. Exhibit 28. If Mr. Murray signed the healthcare preferences document on February 10, 2006, which was witnessed by both Dana Flavin and Ms. Murray, then this begs the question as to why Pamela and Elizabeth Murray were emailing the healthcare preferences document back and forth with questions and edits on February 18, 2006.

In light of the computer forensics information, the Estate also retained Marvin "Mickey" Dawson, a Certified Forensic Document Examiner, to review Mr. Murray's signatures on the 2006 "Dear Daddy" letter and the healthcare preferences letter, both uncovered by Dana Flavin while cleaning out her office. Mr.

Dawson compared Mr. Murray's valid signatures from the time period these documents were allegedly signed to the signature on the "Dear Daddy" letter and the healthcare preferences document which are alleged to be Mr. Murray's. Mr. Dawson's opinion, to a reasonable degree of certainty, is that Mr. Murray's signature on the February 10, 2006 "Dear Daddy" letter and the healthcare proxy document titled "William E. Murray" are not genuine signatures by Mr. Murray. Exhibit 29. Mr. Dawson's opinion, to a reasonable degree of certainty, is the signatures on the 2006 "Dear Daddy" letter and the healthcare preferences document were above the skill level that William E. Murray possessed at the time. Id. The Petitioner has not retained any handwriting expert to refute Mr. Dawson's opinions.

e. Elizabeth Murray is judicially estopped from claiming she is owed proceeds which she failed to claim under oath during her divorce proceedings

Elizabeth Murray is judicially estopped from claiming her father owed the debt to the Estate of her mother because she did not acknowledge this alleged asset in a previously sworn statement to the Court in the State of New York. Even Elizabeth Murray herself seemed to understand that her father had no intention of ever paying this debt. In a September 19, 2006 sworn financial statement, submitted to the Court in Elizabeth Murray's divorce, she failed to disclose any interest she had in the debt allegedly owed to her mother's estate. Exhibit 30. Ms. Murray acknowledged that she borrowed money from her mother's estate for a down payment on her home, but did not disclose anywhere on the financial statement that she was entitled to any repayment from her father in the sums she

is claiming here. She is, therefore, judicially estopped from now alleging this debt is owed to her.

"Judicial estoppel is an equitable concept that prevents a litigant from asserting a position inconsistent with, or in conflict with, one the litigant has previously asserted in the same or related proceeding. Cothran v. Brown, 357 S.C. 210, 215 (2004). The purpose of judicial estoppel is "to ensure the integrity of the judicial process." Id. (citing Hawkins v. Bruno Yacht Sales, 353 S.C. 31, 42 (2003). The South Carolina Supreme Court has adopted the doctrine of judicial estoppel as it relates to matters of fact. Hayne Federal Credit Union v. Bailey, 327 S.C.242, 489 S.E.2d 472 (1997). In order for the doctrine to apply, the following elements must be met:

(1) two inconsistent positions taken by the same party or parties in privity with one another; (2) the positions must be taken in the same or related proceedings involving the same party or parties in privity with each other; (3) the party taking the position must have been successful in maintaining that position and have received some benefit; (4) the inconsistency must be part of an intentional effort to mislead the court; and (5) the two positions must be totally inconsistent. Cothran at 215-16; See Carrigg v. Cannon, 347 S.C. 75, 83, 552 S.E.2d 767, 772 (Ct. App. 2001).

In Hayne, the Court held a father was estopped from claiming he owned property which he claimed he had no legal interest in during divorce proceedings with his wife. Hayne at 252. In that case, the father paid for the property, paid the mortgage, and occupied the property but had his son sign the deed. Thus, for purposes of the divorce, the father did not "own" the home. When his son died, all of his son's property was devised to son's wife. When son's wife filed for bankruptcy,

Father filed a claim asserting ownership of the property. Id. at 247. The Court stated "[i]n order for the judicial process to function properly, litigants must approach it in a truthful manner. Although parties may vigorously assert their version of the facts, they may not misrepresent those facts in order to gain advantage in the process." Id. at 251-52. "When a party has formally asserted a certain version of the facts in litigation, he cannot later change those facts when the initial version no longer suits him." Id. at 252.

Ms. Murray has taken inconsistent positions in front of two different courts of law. Here, she claims she has an interest in $6,260,845.70 owed to the Estate of her mother. During her highly contested 2006/2007 divorce, however, Ms. Murray provided two sworn statements of her net worth to the Supreme Court State of New York, in the County of New York, on which she did not disclose this outstanding payment due to her from her father. Exhibit 30; Exhibit 31.

Elizabeth Murray testified she did not list Mr. Murray's alleged debt to the Minnie Holmes Murray Estate as an asset because there was not a place for it. Exhibit 32. The form, however, specifically asked about "contingent interests (stock options, interests subject to life estates, prospective inheritances, etc.)" In addition, Ms. Murray testified she listed the current value as zero under "contingent interests" because the current value was zero in marital interests. Exhibit 33. The statement of net worth *clearly* states it in an accurate statement of net worth of assets of whatever kind and nature and wherever situated. Further, Ms. Murray included other "pre-marital" assets in her statement.

Ms. Murray received a benefit from not disclosing this alleged payment or prospective interest from her father in her statement of net worth. Had she

disclosed that she anticipated a 1/3 portion of over $6 million dollars upon the death of her father, her ex-husband likely would have fought for a different division of assets through the divorce. Ms. Murray's husband would have undoubtedly argued for and obtained a more favorable distribution of the marital assets.

Further, Ms. Murray testified under oath she did not file suit against her father while he was still living because her father told her the alleged debt was coming to her at the time of his death (the Estate of WEM contests this). Exhibit 34. Therefore, per Ms. Murray's testimony, if the debt was known and coming to her at the time of Mr. Murray's death then she should have disclosed it on her statement of net worth and she failed to do so. Ms. Murray either intentionally misled the court in her divorce proceeding, or she is misleading the Court in this action. She is estopped from asserting she is owed funds from her father when she failed to disclose these funds in two statements of her net worth under oath which were submitted to the Court in New York.

f. Elizabeth Murray lacks standing as Executrix to claim any debt because of the equitable doctrine of unclean hands

Because Elizabeth Murray, in her capacity as Executrix of the Estate of Minnie Holmes Murray, failed to comply with the express terms of the Will of Minnie Holmes Murray by failing to create a Trust for assets, she now lacks standing to bring a claim on behalf of the Estate. In South Carolina, the courts have consistently held "standing refers to '[a] party's right to make a legal claim or seek judicial enforcement of a duty or right." Powell v. Bank of America, 379 S.C. 437,444 (Ct. App. 2008) (citing Black's Law Dictionary 1413 7th ed. 1999). "[S]tanding is ... [the] concept of justiciability that is concerned with whether a particular person may raise legal arguments or claims." Id. (citing 1A C.J.S.

Actions § 101 (2005)). All actions commenced in Probate Court must be prosecuted in the name of the real party in interest. Rules 17 & 81, SCRCP. A "real party in interest" is defined as "one who has a real, material, or substantial interest in the subject matter of the action, as opposed to one who has only a nominal or technical interest in the action." Sea Pines Ass'n for Protection of Wildlife, Inc. v. South Carolina Dept. of Natural Resources, 345 S.C. 594, 600 (2001) (citation omitted).

Under New York law, the jurisdiction under which the Estate of Minnie Holmes Murray lies, the responsibility of the testator's executor terminates when his estate is distributed. In re Estate of Marks, 142 Misc.2d 733, 736 (N.Y. Sur. Ct. 1989). "On the other hand, the duties of a trustee...may last a lifetime." Id. Further, the New York Surrogate Court, in determining whether or not double commissions were allowed for one person acting as executor and trustee, examined the duties of each position to determine if the duties were coextensive or if there was a line of demarcation. In re Schneider's Will, 12 N.Y.S.2d 416, 171 Misc. 253, 256 (N.Y. Sur.Ct. 1939). The Court determined the executor's duties were to reduce the assets of the decedent to his possessions, pay the debts and administration expenses, legacies, and make disposition of the balance. Id. at 256. On the other hand, the trustee was to manage, invest and maintain the corpus of a fund and pay over the income in accordance with the provisions of the instrument establishing a trust. Id. Therefore, "the trustee's duties could not commence until those as executor terminated for until such time the amount of the corpus could not be ascertained." Id. at 256-57. The provisions of the Will in the Estate of Schneider are similar to that of the Minnie Holmes Murray Will. The terms of the Will in the Estate of Schneider were as follows: "all the rest, residue and remainder of my

property whatsoever kind and wheresoever situate to my Trustee hereinafter named, in trust, however, to be by them invested and the income therefrom to be expended for the support, maintenance and education of my daughter." Id. at 254. Thus, the trustee's duties could not start until the executor's duties terminated.

Furthermore, to have proper standing, a person must also have clean hands. The equitable doctrine of unclean hands precludes recovery if a person acts "unfairly in a matter that is the subject of litigation to the prejudice of the defendants." Ingram v. Kasy's Assocs., 340 S.C. 98, 107 n. 2 (2000).

The Minnie Holmes Murray Will directs her debts, funeral and testamentary charges to be paid as soon as convenient and tangible personal property in equal shares to her children authorizing her Executor to decipher any questions arising from the scope or meaning of that bequest. Then, the Will conveys "All of the rest, residue and remainder of my estate, real, personal or mixed, wherever situated, I give, devise, and bequeath to my Trustees, IN TRUST, to hold, manage, invest and reinvest the same as hereafter provided." Exhibit 35. Therefore, it appears by the terms of the Will, the duties of the Executor and Trustee are separate and distinct.

Consequently, the Will conveys the alleged debt from Mr. Murray in this case to the Trust. However, as Executrix, Elizabeth Murray never established a Trust pursuant to the terms of her mother's Will by her own admission. Exhibit 36. The Will became effective in 1967 and Elizabeth Murray was appointed as Executrix in 1975. Ms. Murray was aware she was charged with the duty of administering the Estate of Minnie Holmes Murray and establishing a Trust, yet, she never established a Trust. In addition, the alleged debt owed by William Murray to his then wife Minnie Murray, has been a known asset, not a hidden asset, since 1967.

Because of Ms. Murray's own intentional failure to establish the Trust, the Trustees of the Trust have never been appointed and the Trust has not conducted business.

The Estate of Minnie Holmes Murray, according to Elizabeth Murray, was "partially" liquidated in 1992 by a "Release, Refunding, Receipt and Indemnity Agreement" between the three sisters. Exhibit 37. This document acknowledges receipts and property the three sisters are to receive from the Estate of Minnie Holmes Murray. Elizabeth Murray testified this was a partial liquidation of the estate because there were only "parts of the estate that were liquid." Exhibit 38. However, in 1992, the three sisters signed the "Release, Refunding, Receipt and Indemnity Agreement" releasing and forever discharging the Executrix, Elizabeth Murray, in her fiduciary capacities and individually, "for any matter or thing growing out of or in any way connected thereto or to the Trust." See Exhibit 37. At the very least, this document discharged Ms. Murray of her role as Executrix and she ceased to have authority to bring actions as the Executrix of the Estate of Minnie Holmes Murray. Again, by Ms. Murray's own admission, following this partial liquidation of the Estate of her mother, she never created a Trust with the remaining assets pursuant to the Minnie Holmes Murray Will.

Following the "partial" liquidation, according to Ms. Murray, the Estate still contained an asset worth approximately $125,000 which was an interest-bearing note. Exhibit 39. That asset was liquidated in 2006 and the money was distributed directly to the beneficiaries. Exhibit 40. In an affidavit Ms. Murray prepared for her divorce proceedings, she testified she received a distribution from her mother's estate in the amount of $44,000, which she used to pay various credit cards and

loans. Exhibit 41 ¶9. Again, pursuant to the Minnie Holmes Murray Will, these assets were to be distributed to the Trust and not to her as a beneficiary directly.

Ultimately, the Trust, which was never established pursuant to the Estate of Minnie Holmes Murray, is the proper party with standing to assert any claim based on a debt of the Estate of Minnie Holmes Murray. Because Elizabeth Murray conceded she was charged with the duty of administering the estate of her mother and establishing a Trust pursuant to the Will, which she acknowledges she failed to do, she cannot claim the debt on behalf of herself as Executrix. Ms. Murray is not the real party in interest, the trustees of Minnie Holmes Murray's trust are the proper persons in interest. In addition, Ms. Murray does not have cleans hands because she failed to follow the express wishes of her mother by failing to establish the Trust pursuant to the Minnie Holmes Murray Will. Ms. Murray now seeks to benefit personally from a debt due which was required under the Minnie Holmes Murray Will to be kept in a Trust. A Trust which was never established by Ms. Murray in her role as Executrix.

II. Claim #2- Brought on behalf of Elizabeth's Stylesetters

The second claim, brought on behalf of Elizabeth Murray/Elizabeth's Stylesetters, is a hodgepodge assortment of Ms. Murray's perceived grievances. Most of the items fall into two general categories: (1) money she claims she is owed related to her work at the Inn at Quogue, an Inn in New York that was formerly owned by Mr. Murray at 90% and Hilton Smith at 10%; and (2) money she claims she is owed as a result of unfair treatment she received in her divorce proceedings as a result of her father allegedly not allowing her access to financial records stored in his New York City apartment.

With respect to the money Ms. Murray claims she is owed by the Inn at Quogue, she has produced hundreds of pages of unorganized receipts, invoices, credit card statements and spreadsheets, but little actual evidence that she is owed any money. James Ma, who was Mr. Murray's bookkeeper of all records and payments, worked with Mr. Murray during Elizabeth Murray's employment at the Inn at Quogue. He has reviewed the records and was in contact with representatives of the Quogue companies during Ms. Murray's employment at the Inn at Quogue. Mr. Ma has confirmed that Ms. Murray is not owed any money related to her employment; for payroll, reimbursements, or anything else related to the Inn at Quogue. Exhibit 42 ¶¶ 11, 18.

With respect to the allegation that Ms. Murray's belongings left at the Inn were not returned to her, any abandoned property is first and foremost her own responsibility. Ms. Murray's employment at the Inn ended in 2002, and according to Ms. Murray, she was asked not to strip the rooms. However, she did not at any time following her employment at the Inn attempt to pick up her belongings. Five years later, an employee of the Inn shipped fifteen boxes of Ms. Murray's belongings back to her. The Estate is in possession of the UPS receipts detailing this shipment. Exhibit 43. Ms. Murray testified her father requested an employee of the Inn ship her everything she could find that belonged to her and she did. Exhibit 44. Ms. Murray testified the employee did not ship all of her belongings because there wasn't "a list". Id. However, again, Ms. Murray's abandoned belongings were her responsibility and she never went back to the Inn to collect them.

With respect to the allegation that Mr. Murray was somehow responsible for Elizabeth Murray's inability to obtain her financial records during her divorce,

there is no evidence that Mr. Murray was involved in any way. In fact, Ms. Murray entered into a divorce settlement in the State of New York voluntarily and with the benefit of counsel. She stated, on the record in front of Judge Beeler in New York, that she was satisfied with the settlement and with her attorney. Exhibit 45. She now claims she was under "financial duress" and that her father is responsible for paying her additional money. She cannot now allege that Mr. Murray took any action that negatively impacted her divorce when it was a voluntary divorce settlement on her part with which she stated, under oath, that she was satisfied.

a. William E. Murray did not have the capacity to enter into a contract promising payment of funds fourteen days prior to his death

Given the tenuous proof that any of the aforementioned sums were owed to Ms. Murray, she undertook an effort to have Mr. Murray sign an agreement to pay her over $500,000. The agreement was drafted by Elizabeth Murray and put in front of Mr. Murray for his signature just two weeks before his death. Exhibit 46. Ms. Murray claims she read the document to Mr. Murray on June 21, 2007. Exhibit 47. However, she did not witness his signature on the document. Id. Ms. Murray has also produced a similar letter in the course of this litigation which is unsigned. Exhibit 48. This shows a pattern of Ms. Murray attempting to draft letters to Mr. Murray where he agreed to pay her substantial sums of money.

Pamela Murray invited Mr. Murray to dinner at Pamela's house on July 21, 2007, a mere fourteen days before Mr. Murray passed away. At that time, Mr. Murray's illness was very advanced and he had limited cognitive capabilities. Apparently, during Mr. Murray's visit, Elizabeth Murray orchestrated "witnesses" (including Pamela Murray's neighbor and her boyfriend) to Mr. Murray's signature

on a document that purported to agree to pay Elizabeth Murray over $500,000. This document was, in essence, a contract. Elizabeth Murray is now using this document as the basis of one of her claims as a creditor of Mr. Murray.

If the document presented by Elizabeth Murray is a contract, South Carolina law regarding contract formation applies. For a contract to be valid, each of the parties is required to have the requisite mental capacity to understand the terms of the contract. Formation of a contract requires parties who are legally competent to contract. 17A Am Jur 2d, Contracts § 16. Furthermore, "while the sort of mental incapacity which will render one unable to make a contract need not be so great as entirely to dethrone the reasoning powers, there must be at the time of the contract such insanity or mental weakness or unsoundness as amounts to incapacity or occasions an inability to understand or comprehend the subject of the contract in order to render the contract void in law." Humble Oil & Refining Co. v. DeLoache, 297 F. Supp. 647 (D.S.C. 1969) (applying South Carolina law).

As this contract was signed only fourteen days prior to his death, there is simply no way Mr. Murray could have appreciated the terms of the contract or possessed the requisite capacity to enter into that contract. Mr. Murray's illness had a significant cognitive component and his mental capacity rapidly declined during the last few months of his life. Mr. Murray's medical records from his last few months specifically indicate that he was cognitively impaired.

Dr. Bergmann, Mr. Murray's personal physician from the Medical University of South Carolina, examined Mr. Murray on May 23, 2007. At that time, Dr. Bergmann noted that Mr. Murray was unable to say what month or year it was and that his "content is clearly diminishing." See Exhibit 5 (Affidavit dated 12/6/08) ¶

10. Dr. Bergmann testified at this time, Mr. Murray had other intercurrent medical illnesses, such as a pacemaker for control of blood pressure, which contributed to his decline in mental status. Exhibit 49. In addition, Dr. Bergmann testified to a reasonable degree of medical certainty, that as of May 2007, Mr. Murray did not have the mental capacity to enter into a contract agreeing to pay Ms. Murray over $500,000. Exhibit 50.

On June 27, 2007, Dr. Bergmann examined Mr. Murray again and concluded that he had suffered a new neurovascular event. See Exhibit 5 (2nd Affidavit dated 12/6/08) ¶¶12-14. Dr. Bergmann decided that Mr. Murray had taken a turn for the worse and could no longer handle his own affairs. At this point, Dr. Bergmann suggested that Mr. Murray's caretakers invoke their duties under the Healthcare Power of Attorney. See Exhibit 5 (2nd Affidavit dated 12/6/08) ¶13. On July 2, 2007, Lynn A. Magby of Hospice Lutheran documented that Mr. Murray was "Non-verbal/Aphasic" and noted Mr. Murray's level of incapacitation as "Severe." Exhibit 51. On July 19, 2007, based on letters from Dr. Bergmann and Dr. Bachman, both rendering the opinion Mr. Murray was unable to manage his own affairs, Mr. Murray was removed as Trustee of the William E. Murray Revocable Trust. Exhibit 52; Exhibit 53. By August 4, 2007, Mr. Murray had passed away.

Having examined Mr. Murray on numerous occasions throughout his later years and in the days prior to his death, Dr. Bergmann has knowledge of Mr. Murray's cognitive capabilities and he testified as of May 2007 Mr. Murray did not have the mental capacity to enter into a contract. Based upon Dr. Bergmann's education, experience and examinations of Mr. Murray, he does not believe that Mr.

Murray could have had the mental capacity to enter into a contract a mere fourteen days prior to his death. See Exhibit 5; Exhibit 50.

Mr. Murray plainly did not possess the requisite mental capacity to enter into a contract at the end of his life. Because of Mr. Murray's incapacitated state at the time of the execution of this letter, as a matter of law, the contract should be void and Elizabeth Murray should not be entitled to recover for this alleged claim.

b. Petitioner Elizabeth Murray is estopped from arguing that William E. Murray possessed the requisite capacity to enter into this contract in July of 2007

Though she had her father sign an agreement to pay her money just two weeks before his death, Elizabeth Murray had previously made several statements, some under oath, that her father was mentally incompetent and incapable of handling his own affairs. In connection with litigation pending in New York involving the aforementioned Samuel Freeman Charitable Trust (SFCT), of which Mr. Murray was the former Chairman of Trustees, Elizabeth Murray made numerous representations that her father was mentally incompetent.

First, in Elizabeth Murray's Answer and Cross-Petitions in regards to the SFCT litigation, filed on November 17, 2006 in a sworn and verified pleading, Ms. Murray alleged that Mr. Murray was incapacitated and asserted that he "lacked the requisite mental capacity to intelligently and knowingly execute a document." Exhibit 54. Furthermore, she alleged that Mr. Murray "is unable to fully focus upon, understand and deal with basic and fundamental business and financial matters." Id. In short, in a sworn and verified pleading, Ms. Murray represented to the Surrogate's Court of the State of New York, County of New York, that her father lacked the mental capacity to tend to his own affairs in November of 2006,

many months prior to the alleged signing of the subject letter promising over half a million dollars to Elizabeth Murray.

Additionally, email correspondence from Ms. Murray during the course of the New York litigation clearly shows that Elizabeth Murray has repeatedly represented that William E. Murray no longer had the requisite capacity to conduct his own affairs. On October 16, 2006, Elizabeth Murray describes William Murray as having "sundowners syndrome, where he is either completely out of it or totally pliable to other person's wills." Exhibit 55. Ms. Murray also attached a list of "issues" in an email to an attorney involved in the SFCT litigation stating "WEM has been diagnosed once as incompetent and once as partially (significantly diminished) capacity in the last three months with high susceptibility to suggestion and superior will (typical of parkinsons)." Id. Finally, on January 17, 2007, Ms. Murray, through her attorneys, filed a Motion alleging that her father "suffers from serious physical and mental impairments" and that "serious questions have been raised concerning [his] mental competency." Exhibit 56.

In an effort to seek advantage in the litigation pending in New York, Ms. Murray made numerous representations, to the Court and to others, that her father was mentally incapacitated and incapable of handling his own affairs. While the Estate of William Murray in no way concedes that William Murray was, in fact, mentally incapacitated at all times alleged by Ms. Murray, he clearly did not have the requisite capacity to enter into the subject contractual documents only two weeks prior to his death. Additionally, given the position Ms. Murray has taken with the New York Court, which is inconsistent from her position here, Elizabeth Murray is estopped from now claiming that Mr. Murray did, in fact, possess the

requisite mental capacity to contract on July 21, 2007. Ms. Murray clearly believed her father to be mentally incompetent for quite some time prior to his death, yet she has purported to obtain his signature on a contract promising her payment of a large sum of money only two weeks before he died. Petitioner Elizabeth Murray's representation that this is a valid and enforceable contract is evidence of the outright fraud she is attempting to perpetrate upon the Court.

Mr. Murray plainly did not possess the requisite mental capacity to enter into a contract at the end of his life, as attested by numerous witnesses and medical professionals. Additionally, given her prior representations and her verified pleading that her father was incapacitated, Elizabeth Murray may not now argue that he possessed the requisite capacity to contract only two weeks prior to his death. Because of Mr. Murray's incapacitated state at the time of the execution of this letter, the contract should be void and Elizabeth Murray should not be entitled to recover for this alleged claim.

c. Elizabeth Murray failed to assert a claim against her father within the requisite statute of limitations and therefore her claim is barred

Without the letter Ms. Murray had her father sign just two weeks before his death, Ms. Murray is unable to pursue her claim for the expenses related to her employment at the Inn at Quogue as they are untimely. Ms. Murray stopped working at the Inn at Quogue in 2002, approximately six years prior to her initiation of this creditor's claim and five years prior to the death of her father. However, she never filed suit against her father to collect the money she claims she is owed. Ms. Murray testified filing suit on her father would have "evoked a Draconian reaction." Exhibit 57. Ms. Murray testified she waited until after her

father's death to file a lawsuit because she thought "it was cleaner...that it was a more polite way to handle it." Exhibit 58.

S.C. Code Ann. §62-3-802 provides "no claim which was barred by any statute of limitations at the time of the decedent's death shall be allowed or paid." Ms. Murray admits she is claiming monies and/or personal property owed to her from 2002. Pursuant to South Carolina statute §15-3-530, an action for taking, detaining, or injuring any goods or chattels including an action for the specific recovery of personal property as well as an action upon a contract, obligation, or liability, express or implied must be made within three years. S.C. Code Ann. §15-3-530 (1) & (4). Applying the three-year statute of limitations in this case would bar any claims or lawsuits after the year 2005. As discussed in a section above, Ms. Murray is not owed any money related to her employment at the Inn at Quogue. Even if she was, she is unable to pursue the claim because it is untimely.

CONCLUSION

Elizabeth Murray may not recover for either of her creditor's claims. For the aforementioned reasons, the Estate of William E. Murray respectfully requests that the Court dismiss with prejudice Elizabeth Murray's Petitions for Allowance of her Claims.

HOOD LAW FIRM, LLC
172 Meeting Street
Post Office Box 1508
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Phone: (843) 577-4435
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Robert H. Hood (SC #2599)
Molly H. Craig (SC #6960)
Christina M. Dickinson (SC #75423)
Jean Marie Jennings (SC #100651)

Attorneys for The Estate of William E. Murray

10/31, 2016
Charleston, South Carolina

CERTIFICATE OF SERVICE

I certify that on this date a copy of ***THE ESTATE OF WILLIAM E. MURRAY'S MEMORANDUM IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT*** was served on each party or counsel of record by ☐ mailing, ☒ e-mailing, ☐ facsimile, or ☐ hand delivery in the manner prescribed by the applicable Rule of Civil Procedure.

This 31 day of October, 2016.

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

PROBATE COURT

IN THE MATTER OF The Estate Of William Edwards Murray, Dec'd

CASE NUMBER 2007-ES10-1116

Decedent's Date of Death (if known): August 4, 2007
Decedent's Last Mailing Address: ONE VENDUE RANGE, CHARLESTON Sc. 29401

STATEMENT OF CREDITOR'S CLAIM

FILED
08 DEC -3 PM 1:15
CHARLESTON COUNTY, SC

Creditor: The Estate of Minnie Holmes Murray, Dec'd.
Address: c/o Elizabeth Murray, Executrix
737 Park Avenue New York, NY
Telephone: 917-971-1245 (Cell)
Basis of claim: 4/22/80 Settlement Agreement between William E. Murray & The Estate of Minnie Holmes Murray, Dec'd. ★
Amount of claim: $ _____ COMBINED SCHEDULES (A)(B)(C)(D)
Date claim will become due (if not already due): 6/30/2008 bearing default interest at 12% annually
Nature of uncertainty as to amount of claim and due date, if any:

none

Description of any security as to claim:

none

★Basis of Claim: $240,000 Note 385,000 DNS Policy } BOTH BEARING ACC. DEFAULT INT. THERE ON SEE ATT. EXCEL SCHED

Signature: _____
Title: Executrix, Est of Minnie Holmes Murray, Dec'd
Date: _____

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 reverse)

EXHIBIT 1

Elizabeth E. Murray, Administrator
Estate of Minnie Holmes Murray, Dec'd.
737 Park Avenue
New York, New York, 10021

June 3rd, 2008

The Estate of William E. Murray, Dec'd, Co-Representatives

Mr. Hilton C. Smith
East Bay Company
215 East Bay Street
Charleston, SC 29401

Mr. James Ma
Suite 4G
200 East 61st Street
New York, NY 10021

FILED
08 JUN -3 PM 4:55
PROBATE COURT
CHARLESTON COUNTY

Dear Mr. Smith and Mr. Ma,

Per the Executed Settlement Agreement, dated April 22, 1980, between the three heirs of the Estate of Minnie Holmes Murray, Dec'd (Pamela H. Murray, Elizabeth E. Murray, and Catherine P. Murray-Smith, hereafter referred to as Heirs or Daughters) and William E. Murray, their Father, hereafter referred to as Debtor or Father or by name, which Agreement "inures to the benefit of and binds the parties, *their estates*, heirs, successors, assigns, and *representatives* in exchange for good and valuable consideration which is acknowledged by Daughters and Father, and which Agreement constituted the full and final reconciliation of any and all financial claims of Daughters and the Estate of Minnie Homes Murray against Father based on rights currently existing, whether known or unknown, constituting the sole and only agreement of the parties hereto and the obligations of each to the other" as of the date signed, April 22, 1980:

William E. Murray acknowledged that he was indebted to the Estate of Minnie Holmes Murray as follows:

1.) In the principal amount of $142,685.00 (the original note dated March 9, 1967, Payable to Minnie Holmes Murray, with accrued interest thereon of $97,315.00 together totaling, as of October 12, 1976, **$240,000.** William Murray agreed to pay that amount plus interest at the rate of 8% to begin accruing October 13, 1980, at an interest rate of 8% and a default interest rate of 12%. This portion of the Settlement Agreement now totals **$4,745,214.41** as of June 30th, 2008 **(See Schedule A).**

2.) William E. Murray, *prior to Settlement Agreement of April 22, 1980*, transferred to the Estate of M.H. Murray, Dec'd, the whole life Policy Number 2,643,459 of the New England Life Insurance Company in the stated amount of **$385,000.00** in the month of October, 1978 in order to indemnify the Estate for those lapses in Interest Payments on the original note of March 9, 1967 and to reimburse the Estate for losses incurred in both the corpus of the Estate and earnings thereon (apart from the note due from William E. Murray) that were improperly transferred and spent on the Marion Building as outlined in #4 below.

3.) In the Settlement Agreement of April 22, 1980 WEM reaffirmed the Estate's ownership of the Policy in the amount of $385,000 *in addition to* the Note of Principal and Interest totaling $240,000, as of that date.

4.) This Affirmation and additional Waiver of Right to Reassign said Policy to his ownership was then implemented to a.) further account for his failure to pay interest in the intervening period from 1976 through 1980, b.) to recompense the Estate for monies expended upon the Marion Building located in Augusta, Ga., which building William E. Murray had previously transferred his title of to

the Estate of M. H. Murray in exchange for the debt in the original note of $142,685 and accumulated interest thereon, without notification or appropriate permission to the heirs or the Executor, thereby causing said Estate to suffer substantial losses in estate assets, those monies being used for maintenance, major capital improvements, debt service to mortgager, and other operating expenses and as well as a loss of income on the operations thereof which was followed by yet another exchange of the Marion Building back to Father, *without recompense for the substantial monies invested in it*, for the same amount of debt as originally exchanged for it , as well as c.) to contribute towards the substantial legal and accounting expenses incurred by the Estate to finalize the Settlement Agreement of April 22, 1980.

5.) Father represented and warranted the aforesaid policy of insurance was in full force and effect and that there were no more loans or liens outstanding except for those used for previous premiums payments thereon, and that all premiums due and payable had been paid. The three Daughters consented to his right to borrow against said policy *if* Father further agreed to maintain additional term insurance to cover all existing and future premium payment loans, which totaled $137,000 as of April 22, 1980. William E. Murray then failed to pay to maintain said term insurance causing the cash value of the policy to be significantly diminished by his use of the cash value, dividends, and interest accrued on its cash value as collateral for payment of the premiums to keep said policy in force.

6.) Father further covenanted and agreed to make all necessary arrangements with said insurance company to provide daughters with all notices of premium or interest payments and other information relative to the insurance. Upon the Final Accounting of the Estate of MHM, Dec'd, Elizabeth Murray received an accounting from The New England Life Insurance informing her that significant *additional* loans had been taken against said policy for a total amount of **$209,867.02**, as of December 8, 1992, which calculated at the default interest rate from the time of default forward so far as his agreement to keep in force such face value, at his own expense, term loans sufficient to cover all borrowing, amount to a total due of **$1,373,434.50**, including default interest, as of June 30, 2008 (**See Schedule B**), the date of liquidation of ascertainable assets in the Estate. These loans used towards principal payments bore interest at rate of 2.415% or $5,068.77, which was capitalized as principal due. Father stopped paying any cash whatsoever towards the premiums after June19th, 1985. Daughters were unaware that he had previously borrowed for payment of premiums since the inception of Agreement, putting such payments and the loans taken against their assets into a default status. This "outstanding indebtedness was deducted from maturity or surrender value prior to payment in one sum or settlement under interest option." Upon further inquiry, Elizabeth Murray discovered that William E. Murray had also failed to enact the term loan provision available under said policy to cover his borrowings for premiums and interest thereon, both for before and after the Agreement, and that the net value of said policy had been reduced to a cash value of only $21,626.38 at the time of discovery, causing substantial financial damage to the Estate, forcing the Estate to continue payments of premiums out of its own cash and assets as well as interest payments on Father's substantial borrowings for premium payments until the Estate could be substantially settled in December of 1992.

7.) WEM failed to make contractual payments on a term life insurance and therefore breeched his obligation to the Estate of MHM causing additional default interest from that date forward as given notice to him in June of 1985 upon discovery and thereafter periodically by legal letters and also on December 12, 1992 by certified letter and ongoing notices which were hand delivered to Father every two years thereafter, as he requested, and as allowed for per the Settlement Agreement (**See copies attached**). WEM did not contest this issue at any time when presented by Executrix with Notices of Default and Demand and was periodically notified of this specific insurance policy related

indebtedness amounts in addition to the default on the $240,000 Promissory note and default interest thereon per the same April 22, 1980 agreement.

8.) Said insurance policy was later liquidated due the inability of the Daughters to maintain the costs of both the policy premium payment loans and the interest on Father's loans against the policy totaling over $17,000/year. The eventual policy liquidation value of $20, 013.04, was net of said premium loans of all types herein described on the policy that were not covered under term insurance This final insurance settlement was received on July 9, 1996 and distributed pro-rata to the Daughters per their final settlement agreement. All calculations are net of this dollar amount received.

9.) Father also used **borrowings against capitalized dividend payments and interest payments on cash value** per the December 12, 1992 final accounting, those borrowings used to pay for premium payments also as well as interest on his own borrowings in lieu of cash payments. The total principal and default interest on those improper taking of Estate assets total principal of $79,800, 21 which at a compounded interest at the default rate of 12% totals **$142,196.79 (see Schedules C and D)**. Mr. Murray instructed New England Life to transfer their value to capitalized interest and dividend reinvestment for use as additional collateral for premium payments and interest on ever further borrowings using improperly transferred and appropriated assets as further collateral for his loans made in lieu of his obligations to the Estate.

10.) The Settlement Agreement allows for the Debtor, William E Murray, to transfer property in order to extinguish or reduce his principal indebtedness. Upon appropriate notice and information as outlined in section #5 of the Settlement Agreement, subject to rejection of the transfer by the daughters. Although such a transfer would be precarious in today's real estate market given the debt load maximum specified, The Estate would graciously receive a consideration of an exchange of property meeting its criteria in lieu of a part or the total of the debt owed to it. Should that option be chosen and not acceptable to the three recipients of the Estate, it would be necessary to go to arbitration in New York, as specified. Said Settlement Agreement specifically states that "it is agreed that all questions as to rights and obligations arising under the terms of this contract which may properly be submitted to arbitration are subject to arbitration and such arbitration shall be governed by the commercial arbitration rules of the American Arbitration Association" and that " All arbitration hearings conducted hereunder, and all judicial proceedings to enforce any of the provisions hereof, shall take place in New York, New York or in such other jurisdiction as shall be *mutually agreeable* to the parties."

11.) Final Notice of Default was on December 15, 2006, by hand delivery to Father's office building's concierge at 200 East 61st Street, New York, New York with instructions that the papers be delivered **to Mr. Murray alone**, *as he had instructed.* However, the Settlement Agreement specifically states that this indebtedness in the Settlement Agreement is *not* subject to statutes of limitation. " No failure on the part of any party to exercise, and *no delay in exercising*, any right, remedy, or power under this Agreement *shall operate as a waiver*, .of any other right, remedy, or power".. (Page 7, Paragraph 10 of Agreement).

12.) I have been advised by New York Counsel that I am legally required to collect this debt in my role as Executrix of the Estate of Minnie Holmes Murray, Dec'd., irrespective of any personal conflict. *Per an Advisory of the Duties of the Executor prepared by the NY Bar Association:*

The Executor is responsible for having the Will probated, *collecting those assets of the decedent* that pass under the Will (i.e. property, *insurance and benefits and notes payable to decedent or decedent's beneficiaries,* and the like)" "After all of the assets have been collected and the debts and taxes have been

paid, *the Executor is responsible for distributing the balance of the estate assets in accordance with the terms of the Will.* The Executor is *responsible for distributing the remaining assets in accordance with the terms of the decedent's Will. If the estate's assets are distributed to anyone other than the decedent's beneficiaries, the Executor can be held personally liable.* The Executor must locate all assets, *accounts or notes receivable*, and even those which are not "probate assets" such or *life insurance policies payable directly to beneficiaries, since the Executor is responsible for including information about such property on the estate tax returns.* After the estate is distributed, the Executor is responsible for preparing an accounting which lists all of the estate assets and every dollar that has been spent or *distributed to beneficiaries during the course of the estate administration.*

13.) Hilton Smith was instrumental in reaching this Settlement Agreement with Father and was also closely involved with the liquidation of the then remaining assets of the Estate in the Summer and Fall of 1992 and was copied, at his request, on all pertinent legal, accounting, and negotiating documents including an analysis of those assets involved in this claim. Mr. Smith communicated closely with Dan Kelly, my former husband, who has a Masters in Accounting, in attempting to resolve and account for this complex debt. Mr. Smith also attended the Meeting in Atlanta for Liquidation so that probate documents could be filed with the court and he also drafted the Dec. 12, 1992 Demand for Payment and Notice of Default to Mr. Murray which was sent by Fax from his Hagerstown office to my office address per my retained records. Mr. Smith also represented the Estate in various negotiations regarding possible properties that could be exchanged for the debt, such as Father's home in Sea Island, Ga., which sadly did not come to fruition. All pertinent copies of matters pertaining to this debt were under his jurisdiction and he had full knowledge of these debts, which should assist him in the adjudication and settlement of same. In the interest of transparency, the court should be aware that Mr. Smith was paid by the Estate for his work at a rate of $50/hr.for total payments of approximately $3,000 in 1992 plus reimbursement of his expenses including travel, childcare, pet care, baggage, copies, mileage, parking, dinners, car rentals, gas, airline tickets and the like. I have the final bill for his services and expenses retained in my records as well as copies of all of his correspondence related to this matter.

Therefore, I have included a final accounting of these monies due to The Estate of Minnie Holmes Murray, Dec'd. and include the supporting documents herein. I hereby render a Creditors Claim against the Estate of William E. Murray as required by my position of Executrix as The Estate of Minnie Holmes Murray, Dec'd., and as specifically provided for in the original Settlement Agreement of April 22, 1980 for a total amount owed, inclusive of all interest due as of June 30, 2008, of **$6,260,845.70**, which debt will continue to bear default interest at 12% per annum as per the original documents until the entire debt is fully satisfied.

Very truly yours,

Witnessed and Notarized:

Elizabeth E. Murray, Executrix, on behalf of:
Estate of Minnie Holmes Murray, Dec'd. and its heirs,
Pamela Murray Smith, Elizabeth E. Murray, and Catherine Murray-Smith

CC: Pamela Holmes Murray, Heir to the Estate of Minnie Holmes Murray, Dec'd.
Catherine P. Murray-Smith, Heir to the Estate of Minnie Holmes Murray, Dec'd.
The Honorable Judge Curry, Probate Court of Charleston, SC

Elizabeth E. Murray, President
Elizabeth's Stylesetters
737 Park Avenue
New York, NY 10021

June 3, 2007

Mr. Hilton Smith, Co-Executor
Estate of William E. Murray, Dec'd.
East Bay Company
215 East Bay Street
Charleston, SC 29401

Mr. James Ma, Co-Executor
Estate of William E. Murray, Dec'd.
200 East 61st Street, #4G
New York NY 10021

FILED
08 JUN -3 PM 4:15
PROBATE COURT
CHARLESTON COUNTY

Dear Mr. Smith and Mr. Ma,

Per my father's letter of signed July 21, 2007 as witnessed by two unrelated persons and supported by data on a CD –RW disc with those back up invoices available for review and all other original invoices available for review at a time mutually convenient to the three of us in my attorneys office in either NYC or Charleston, SC, I submit to you a creditor claim in the Probate Court of SC based upon my fathers witnessed statements and my out of pocket expenses for same. I am happy to either have my personal possessions returned from POD storage and the Carlyle and Quogue with shipment made to me at the estate's expense as noted in my father's will or to have the net value returned to me in the form of valuation by invoices in my possession showing payment directly from my company's checking account. My records are meticulous.

1.) Quogue, value of missing items as specified in my father's letter, I would like this artwork and certain personal possessions returned as my preference in lieu of payment for same.	$225,000
2.) Per WEM valuation with interest to date per note specification and with supporting invoices available for your review for purchases and expenses for Quogue property with credit card interest to date 6/30/08	370,934
3.) this amount is subject to payment for items in Quogue not returned	
4.)Value of furniture and belongings removed from 1565 Brianna Lane	$12,500
Commission on purchase of same as noted	3,750
I would again prefer the return of my belongs shipped at your expense to me	16,250
5.) Return of 4 mahogony tray tables, one leather tray, three decoupage Kleenex boxes and reimbursement for Thule Shipping Rack	850
6.) Per letter of WEM, reimbursement of specified items, plus interest specified	125,000
Grand Total	**$538,034**

Very truly yours,

Elizabeth E. Murray
President, Elizabeth's Stylesetters

WILLIAM E. MURRAY
ONE VENDUE RANGE
CHARLESTON, SC 29401

June 21, 2007

Dear Elizabeth

08 JUN -3 PM 1:15

In summary of our lengthy discussions of June 19th and 20th, 2007, I have asked you to notate the following understandings we have reached to resolve financial issues that remain. It is my hope that we may go forward without rancor and hurt:

1.) My daughter, Elizabeth, may remove articles from a locked closet in Room 52 at The Inn at Quogue, and/or items that were stored there previously if they have been moved, and various other personal and miscellaneous artwork, including two pictures of significant value (Holmes and Kaufman), accessories, and furniture throughout the Inn property that she used to enhance the appearance of the Inn when she worked there 1999-2002. She will provide an accounting to me of these items after they are removed and will note any missing items that she had left there that are missing. I have asked Theresa Fontana, via a phone call in Elizabeth's presence, to cooperate along with any other staff to assist her in any way possible.
2.) Elizabeth is to receive the principal sum of $117K plus accrued credit card and cash line of credit interest from proceeds upon the sale of the Inn at Quogue and related entities. This principle amount represents design items purchased on behalf of the Inn which were charged on her charge cards and cash advance accounts, and use of her cash, less various repayments made, as indicated in her accounting. This has been evidenced by receipts rendered and examined by me, which has been done, and James Ma, who had reviewed the same in February of 2003 and is summarized in the Excel Accounting prepared by Pamela Murray, which is attached to this document. Such payments shall be for items purchased by her for or by used by the Inn, cash advances used to support payroll and emergency expenses related to her work there, her past due payroll for design work from the summer of 1999 at a rate of $5,000 per month, as well as one $5,000 repayment which was erroneously credited twice to her account on behalf of the restaurant which was also due in that amount for her commission for finding of a tenant for the Restaurant at the Inn who would pay for design work there at his own expense. I have made various payments from my personal account at a rate of $2,000 per month, which payments began in January, 2006 after her completion of design school and certification exams. I also noted these payments and liability in a recent notarized statement in June of this year. These monies shall be paid out of the monies due to me at the closing of The Inn at Quogue and its related companies' sale which should be closed in the near future. I will accept the accounting as rendered by Pamela Murray, subject to any gross misrepresentations, and subject to reasonable questions, and will then receive all receipts, as outlined in the books originally tendered to me in March, 2003 for payment, including interest due, for the same.
3.) Elizabeth, thereby, by virtue of payment of amounts due and interest paid thereon, and in recognition of those monies paid by me on behalf of her support and tuition and supplies for NYSID and for the tuition paid on behalf of her daughter,

Elspeth, waives any and all claims to the proceeds of The Inn at Quogue on account of her 10% ownership interest thereon upon full payment of #2 and receipt of items or their value in #1 above.

4.) I also recognize that I had committed to spend between $12,500 and $15,000 on furnishing the two bedroom house at 1565 Brianna Lane in Charleston, so that it could be used for a guest house when she was not in residence, and that Elizabeth thereby expended personal monies and brought personal items to that residence in reliance upon my offer to gift that property and the furnishings therein, subject to her agreement for permitted use of that residence as a guest house for East Bay Company when not being used by her, subject to East Bay covering all expenses, and carrying costs and maintenance costs thereon including water, taxes, utilities and customary community fees. I hereby agree to either gift to her this house, free and clear as I originally stated, or reimburse her for the value of same, her expenses and fees for her work over and above what was repaid from an operating account held by Pamela for this purpose, which I approved. I also agree to reimburse her for a $500 payment that was cashed by my daughter Brianna for work on the home which she failed to perform. I have now given houses to all my children in Charleston so that they visit me and with one another with greater ease. If Elizabeth sells this house after my death, which is permitted by me in this transfer of property, I direct her to use the proceeds to support her apartment in New York City as her divorce settlement leaves her at great exposure. I would suggest that she attempt to rent it out so that she has an income stream to assist in her support. I have expressed this wish to her.

5.) Elizabeth has also expended various monies on behalf of work, purchases, and repairs done at my residence at 50 East 77th Street, New York. Although the bulk of these purchases were paid for, I hereby direct her to finish up that work, with special attention made to those issues that will make both me and my companion, Helen Flynn, more comfortable and safe in our advancing ages as well as those additional items I have requested and various repairs and purchases made after those last payments were received. Upon the rendering of an accounting to be reviewed by me and James Ma and Helen Flynn. I direct that those monies be paid to her within 15 days of her submission of same.

6.) I understand that various papers were subpoenaed for Elizabeth's divorce and those needed for an appropriate settlement were withheld from her in my residence in New York City, to my great regret. I have directed Mercedes the maid by phone to release those papers to her but significant injury was caused by their withholding, which resulted in inaccurate numbers used for the basis of ongoing maintenance, past maintenance, and legal fees, as well as expenses and tax refunds due her that were awarded to her husband in lieu of evidence to the contrary in her divorce settlement. These inaccuracies resulted in costs to her in the following amounts which are damages to her financially and represent both monies inherited from her mother and my wedding gift to her, the proceeds of which were invested into her Katonah house, and monies due to her from the Inn, see #2, which were not properly represented as repayments vs. income or gifts. I apologize to Elizabeth on behalf of her sister Brianna and others who work for me who were misled as to my intentions and I wish to make Elizabeth whole regarding these injustices. Therefore, I agree to pay Elizabeth:

Past maintenance of $3,000/month, withheld due to misrepresentation of repayments on the Quogue Debt	$ 24,000
Doorman Christmas Tips	1,000

Legal Fees awarded by Judge Beeler from marital funds	20,000
Allocation of $70K in tax refunds,	70,000
$12K in educational fees for Elspeth	12,000
Wolfman Legal fees for order, subpoena and bench warrant for Brianna	3,000
Total Due to Elizabeth due to misrepresentations of family members	$125,000

This sum above shall be due to Elizabeth by the end of fiscal 2007 or upon my death with interest at 10% from 12/31/2007 onwards,

I hereby commit to reimburse her these expenses because I was unknowingly made part of this theft of property and misrepresentations by virtue of other's use of my apartment, records, and misrepresentations made on my behalf using my stationary and my signature powers. Elizabeth may select an option to have the lump sum paid as outlined above or repaid at a rate of $5K per month or payment of the same may bo substituted by the transfer of mutually acceptable property so that she will be made whole in her divorce proceedings, which would have been possible had these regrettable actions not been taken by Brianna and Hilton.

Elizabeth has confirmed to me that the final settlement of her divorce includes her possession of both tax shelters that I gave her for a wedding present and I direct her to retain these properties so that she may profit from their increase in value.

The above constitutes a full and total accounting of all financial representations and accountings and acceptable satisfaction thereof. I have also assured her that she and her sister Pamela have been restored, or will be shortly, to their full status under my will as equal recipients with their sisters in all ways and have directed my attorney, Edward Bennett, to send them a letter noting the same, which I have written and directed for distribution by him to them stating that "I wish all of my daughters to be treated equally under my will in all ways". I am satisfied as to Elizabeth's intent and interest in protecting me and have affirmed to my best understanding her love and devotion and loyalty to me.

Love,

Dad

Agreed to in full pages 1-3 as initialed _____
Elizabeth E. Murray

William Edwards Murray _____
Date of Signature:

Witnessed by _____ 1561 Brianna Ln Charleston, SC, 29412 LARRY C Bump July 21, 2007
Name and Address printed and date

_____ 1569 Brianna 7/21/07
Name and Address printed and date

On Saturday, July 21, 2007, my neighbors, Pamela Murray and Larry Bump, were taking their father for a walk in his wheelchair past my house and I went out to say hello to them and her father (I was working in my garage at that time so I saw them passing). They asked me to come over later to witness a signature on a document that Mr. Murray wanted to sign. Mr. Murray told me to come have dinner with them but I was already having dinner with my mother. It was late Saturday afternoon and the bank was closed.

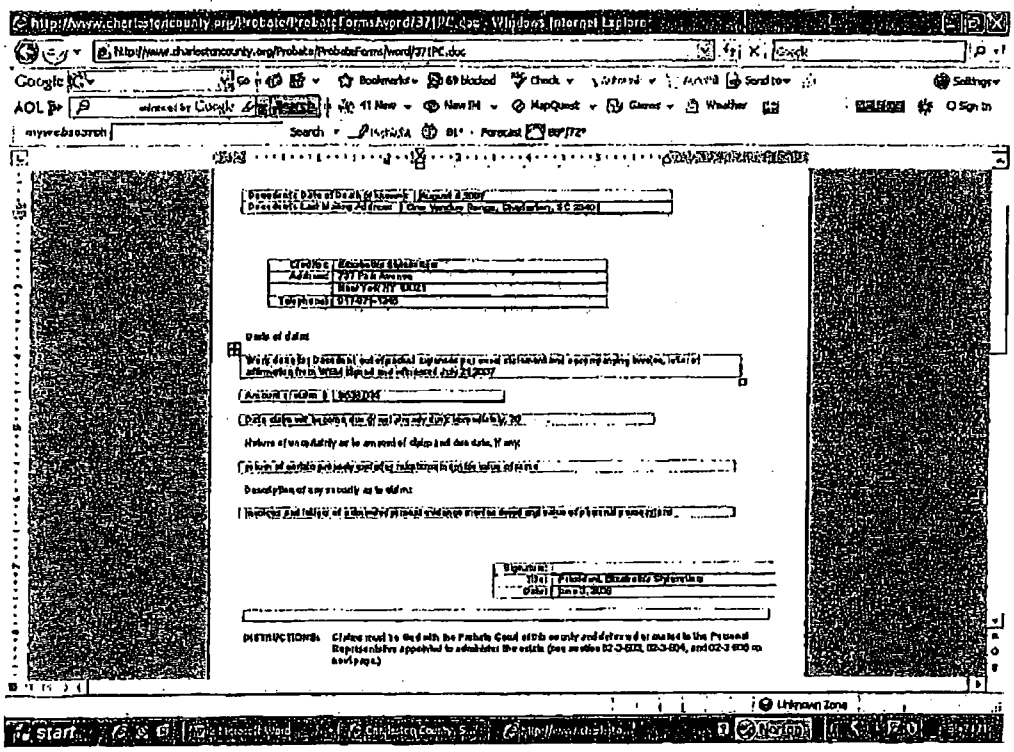
It was a two or three page document and from what I heard Pam reading it seemed to have something to do with repayment of some money and some stuff in an inn with an odd name, something about his own home in New York, some money relating to her divorce expenses, and confirmation of his gift of the house next door, which Mr. Murray told me "he was giving her". There was a figure mentioned that was over $100,000 but the house was not valued, just given. I knew that he had given his other daughters houses in this area so it seemed in line and reasonable and Mr. Murray was anxious to have it completed. I was aware that she had been furnishing it as furniture had arrived in the past showing her as the purchaser. Sometimes I had put deliveries into my garage when it was raining.

Pam read the document to him before he signed it. He seemed to know what it contained and to understand it and what he was signing and said he already knew what it said and seemed impatient at her reading it, although Pam insisted upon doing so. He seemed anxious to do this and said her wanted "all of his children to have houses near one another". When he first tried to sign it he could not connect the pen with the paper so I went and got a heavy duty marker for his to use because it had a larger circumference for him to grip. Although his writing was still quite shaky, this seemed to help. He completed signing it in their living room and then said he wanted to eat. He seemed clear so far as his understanding of what he was signing although he was not very conversational.

His attendant Sherry (?) was there to assist him that day, a tall very slim African American woman who was quite pretty and fashionable. No one else was there but me, Sherry, Pam, and Larry. I saw Mr. Murray's van leave later in the evening and that was the last time I ever saw him.

KRYSTAL PENDARVIS
COMM. EXP.
NOTARY
PUBLIC
APRIL 17, 2018
SOUTH CAROLINA

06/3/08



08 JUN -3 PM 4:15
PROBATE COURT
CHARLESTON COUNTY

40

SUMMARY OF CD-RW EXCEL SCHED

Description	Amount	Room 53	Condo	Spa/Gym
1999 Totals	61,323.79	4,420.84	0.00	1,112.43
1999 CC Interest	4,568.46			
2000 Totals	65,508.84	2,847.69	10,038.54	2,129.71
2000 CC Interest	12,020.73			
2001 Totals	4,792.68	457.07	154.21	0.00
2001 CC Interest	16,800.78			
2002 Totals	1,674.03	0.00	0.00	0.00
2002 CC Interest	21,164.59			
2003 Totals	$1,136.25	0.00	0.00	0.00
2003 CC Interest	26,292.52			
2004 CC Interest	32,752.61			
2005 CC Interest	40,901.52			
2006 CC Interest	47,114.33			
2007 CC Interest	34,882.54			
Yearly Grand Totals	**134,435.59**	**7,725.60**	**9,884.33**	**3,242.14**
Interest Grand Totals	**236,498.07**			
	370,933.66			

→ PG 2 spread

H/K	Small Cottage	Hotel General	Finance Charges	
1,358.75	43.01	54,277.25	111.51	61,323.79
			5,190.46	5,190.46
682.98	1,021.59	68,378.13	487.28	65,508.84
			13,938.05	13,938.05
0.00	1,349.31	2,622.44	209.65	4,792.68
			19,289.19	19,289.19
40.82	9.70	1,705.15	0.00	1,755.67
			24,146.82	24,146.82
0.00	0.00	1,136.25	0.00	1,136.25
			29,866.56	29,866.56
			37,035.92	37,035.92
			46,034.85	46,034.85
			54,310.48	54,310.48
			44,702.53	44,702.53
2,082.55	**2,423.61**	**128,119.22**	**808.44**	**134,517.23**
			274,514.86	**274,514.86**

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)
IN THE MATTER OF THE ESTATE)
WILLIAM EDWARDS MURRAY)
)

IN THE PROBATE COURT

PROOF OF DELIVERY

CASE NUMBER: 2007ES10-01116

08 AUG 22 PM 2:54
CHARLESTON COUNTY
PROBATE COURT
FILED

On the 22ND day of August, 2008 I mailed or delivered the following document, a copy of the Notice(s) of Disallowance of Claim.

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

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

X personal delivery
__certified mail
☒ ordinary first class mail
__ registered mail

to each of the following persons/entities at the addresses shown:

NAME	ADDRESS
Ms. Elizabeth E. Murray	737 Park Avenue New York, New York 19921
Via Hand Delivery Stephen M. Slotchiver, Esq. Slotchiver & Slotchiver, L.L.P.	44 State Street Charleston, South Carolina 29401

SWORN to before me this 22nd day of August, 2008

Brenda F. Reid

Notary Public for South Carolina
My Commission Expires: 12-12-2015

Signature: F. Patricia Scarborough

Name: F. Patricia Scarborough, Attorney
Address: 115 Church Street
Charleston, SC 29401

Telephone
(O): (843) 577-2300
(F): (843) 577-2055

E-mail: scarborough@eckb.com

EXHIBIT
labbies
2

FORM #120PC (2/2004)
62-1-401, 62-3-1003, general

EVANS, CARTER, KUNES & BENNETT, P. A.
ATTORNEYS AT LAW
115 CHURCH STREET
CHARLESTON, SOUTH CAROLINA 29401

T. HEYWARD CARTER, JR.*†
ROBERT M. KUNES†
EDWARD G. R. BENNETT**
ANDREW W. CHANDLER*
VIRGINIA MEEKS SHUMAN
M. JEAN LEE
PATRICIA SCARBOROUGH**
M. EVAN LACKE**

*CERTIFIED SPECIALIST IN TAXATION LAW
†CERTIFIED SPECIALIST IN ESTATE PLANNING AND PROBATE LAW
**LICENSED IN SC AND NY
*LICENSED IN SC AND GA
**LICENSED IN SC AND NC

MAILING ADDRESS:
P. O. BOX 369
CHARLESTON, SC 29402-0369
TELEPHONE (843) 577-2300
TELECOPIER (843) 577-2058

CHARLESTON COUNTY
2008 AUG 22 PM 2:54
COPY

August 22, 2008

Via Hand-Delivery
Stephen M. Slotchiver, Esq.
Slotchiver & Slotchiver, L.L.P.
44 State Street
Charleston, SC 29401

Re: Creditors Claims of Elizabeth E. Murray

Dear Steve:

Please find enclosed stamped copies of notices of disallowance of claim for the two claims filed by Elizabeth Murray, one individually, and one as Executrix of the Estate of Minnie H. Murray. As Elizabeth filed these claims herself, I have sent the notices directly to her, but wanted to send you copies as a courtesy.

As always, please feel free to contact myself or Edward Bennett with any questions you may have. Until then,

Best Regards,

Patty Scarborough

F. Patricia Scarborough

Enclosures

cc: Hilton C. Smith, Jr.
Hongjiang (James) Ma

STATE OF SOUTH CAROLINA)
)
COUNTY OF: CHARLESTON)
)
IN THE MATTER OF: Estate of William E. Murray)
)

IN THE PROBATE COURT

NOTICE OF DISALLOWANCE OF CLAIM

CASE NUMBER: 2007-ES10-1116

08 AUG 21 PM 3:48

TO:

Name: Elizabeth Murray
Address: 737 Park Avenue, New York, NY 10021

The undersigned, as the Personal Representative(s)/Conservator(s) appointed to administer this estate, disallows $ 538,034 of your claim for $538,034 presented on June 8, 2008.

Your claim was disallowed for the following reason(s):

The claim is not a valid debt of the Decedent.

Failure to protest this disallowance of your claim, (that is, failing to file your petition for its allowance (form #373PC) in the Probate Court and failing to commence a proceeding on the claim within thirty days after the mailing of this Notice of Disallowance of Claim), shall result in your claim or the disallowed portion of your claim being forever barred.

Executed this 6th day of Aug., 2008.

Signature:
Name: Hilton C. Smith, Jr., Co-Personal Representative of the Estate of William E. Murray
Address: 215 East Bay Street, Suite 504
Charleston, SC 29401
E-mail:
Telephone (O): (843) 577-9060
(H):

FORM #372PC (2/2004)
62-3-806, 62-5-428

GDF

STATE OF SOUTH CAROLINA)
)
COUNTY OF: CHARLESTON)
)
IN THE MATTER OF: Estate of William E. Murray)
)

IN THE PROBATE COURT

NOTICE OF DISALLOWANCE OF CLAIM

CASE NUMBER: 2007-ES10-1116

FILED
08 AUG 21 PM 3:48
CHARLESTON COUNTY
PROBATE COURT

TO:

Name: Elizabeth Murray
Address: 737 Park Avenue, New York, NY 10021

The undersigned, as the Personal Representative(s)/Conservator(s) appointed to administer this estate, disallows $ 538,034 of your claim for $538,034 presented on June 8, 2008.

Your claim was disallowed for the following reason(s):

The claim is not a valid debt of the Decedent.

Failure to protest this disallowance of your claim, (that is, failing to file your petition for its allowance (form #373PC) in the Probate Court and failing to commence a proceeding on the claim within thirty days after the mailing of this Notice of Disallowance of Claim), shall result in your claim or the disallowed portion of your claim being forever barred.

Executed this 6th day of Aug., 2008.

Signature: _____
Name: Hilton C. Smith, Jr., Co-Personal Representative of the Estate of William E. Murray
Address: 215 East Bay Street, Suite 504
Charleston, SC 29401
E-mail:
Telephone (O): (843) 577-9060
(H):

FORM #372PC (2/2004)
62-3-806, 62-5-428

EVANS, CARTER, KUNES & BENNETT, P. A.
ATTORNEYS AT LAW
115 CHURCH STREET
CHARLESTON, SOUTH CAROLINA 29401

T. HEYWARD CARTER, JR.*†
ROBERT M. KUNES‡
EDWARD G. R. BENNETT**
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**LICENSED IN SC AND NC

MAILING ADDRESS:
P. O. BOX 369
CHARLESTON, SC 29402-0369

TELEPHONE (843) 577-2300
TELECOPIER (843) 577-2055

COPY
08 AUG 22 PM 2:54
CHARLESTON COUNTY PROBATE COURT

August 22, 2008

Ms. Elizabeth E. Murray
737 Park Avenue
New York, NY 10021

Re: Creditors Claims

Dear Ms. Murray:

Please find enclosed notices of disallowance for the two claims filed by you with the Charleston County Probate Court, one individually and one as Executrix of the Estate of Minnie H. Murray. The claims have been denied in full by the Personal Representatives of the Estate of William E. Murray.

If you disagree with the determination of the Personal Representatives, you have **thirty days** from the date of the mailing of this notice to protest the determination in the Charleston County Probate Court. Failure to do so will result in the claims being barred.

As always, please feel free to contact myself or Edward Bennett with any questions you may have. Until then,

Best Regards,

F. Patricia Scarborough

Enclosures

cc: Hilton C. Smith, Jr.
Hongjiang (James) Ma

STATE OF SOUTH CAROLINA)
)
COUNTY OF: CHARLESTON)
)
IN THE MATTER OF: Estate of William E. Murray)
)

IN THE PROBATE COURT

NOTICE OF DISALLOWANCE OF CLAIM

CASE NUMBER: 2007-ES10-1116

FILED
08 AUG 21 PM 3:48
PROBATE COURT
CHARLESTON COUNTY

TO:

Name: The Estate of Minnie Holmes Murray
Address: c/o Elizabeth Murray, Executrix
737 Park Avenue, New York, NY 10021

The undersigned, as the Personal Representative(s)/Conservator(s) appointed to administer this estate, disallows $ 6,260,845.70 of your claim for $6,260,845.70 presented on June 8, 2008.

Your claim was disallowed for the following reason(s):

The underlying claim, which is based on an agreement entered into by the Decedent on April 22, 1980, is barred by the applicable statute of limitation.

Failure to protest this disallowance of your claim, (that is, failing to file your petition for its allowance (form #373PC) in the Probate Court and failing to commence a proceeding on the claim within thirty days after the mailing of this Notice of Disallowance of Claim), shall result in your claim or the disallowed portion of your claim being forever barred.

Executed this 6th day of Aug., 2008.

Signature: _____
Name: Hilton C. Smith, Jr., Co-Personal Representative of the Estate of William E. Murray
Address: 215 East Bay Street, Suite 504
Charleston, SC 29401
E-mail:
Telephone (O): (843) 577-9060
(H):

FORM #372PC (2/2004)
62-3-806, 62-5-428

STATE OF SOUTH CAROLINA)
)
COUNTY OF: CHARLESTON)
)
IN THE MATTER OF: Estate of William E. Murray)
)

IN THE PROBATE COURT

NOTICE OF DISALLOWANCE OF CLAIM

CASE NUMBER: 2007-ES10-1116

08 AUG 21 PM 3:48

TO:

Name: The Estate of Minnie Holmes Murray
Address: c/o Elizabeth Murray, Executrix
737 Park Avenue, New York, NY 10021

The undersigned, as the Personal Representative(s)/Conservator(s) appointed to administer this estate, disallows $ 6,260,845.70 of your claim for $6,260,845.70 presented on June 8, 2008.

Your claim was disallowed for the following reason(s):

The underlying claim, which is based on an agreement entered into by the Decedent on April 22, 1980, is barred by the applicable statute of limitation.

Failure to protest this disallowance of your claim, (that is, failing to file your petition for its allowance (form #373PC) in the Probate Court and failing to commence a proceeding on the claim within thirty days after the mailing of this Notice of Disallowance of Claim), shall result in your claim or the disallowed portion of your claim being forever barred.

Executed this 6th day of Aug., 2008.

Signature:
Name: Hilton C. Smith, Jr., Co-Personal Representative of the Estate of William E. Murray
Address: 215 East Bay Street, Suite 504
Charleston, SC 29401
E-mail:
Telephone (O): (843) 577-9060
(H):

FORM #372PC (2/2004)
62-3-806, 62-5-428

STATE OF SOUTH CAROLINA
COUNTY OF: CHAS William Murray
IN THE MATTER OF: (W) Dec'd

IN THE PROBATE COURT

PETITION FOR ALLOWANCE OF CLAIM

CASE NUMBER: 07ES10-1111

2008 SEP 23 PM 12:12
CHARLESTON COUNTY
FILED

Petitioner: ELIZABETH E. MURRAY, Executrix, Est. of MINNIE HOLMES MURRAY Dec'd

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

Creditor Name and Address	Amount of Claim
ELIZABETH E MURRAY, EXECUTRIX ESTATE OF MINNIE HOLMES MURRAY, DEC'D	$6,260,845.70 + int from 6/30/08 forward per note agreement

In support of this petition, petitioner states that each claim is valid, was presented within the period for the presentation of claims as provided by law, and has not been paid, and, as to those claims which were presented to the Personal Representative and not filed with the Court, that a copy of the statement of each such claim is attached to this petition and made a part hereof.

(Other:)

Executed this day of , 20

Signature: Executrix
Name: ~~ELIZABETH~~ ESTATE OF MINNIE HOLMES MURRAY, DEC'D
Address: 737 PARK AVE
Telephone(O): 212-628-8859
(H): 917-971-1245

Attorney: self-represented
Address:

Telephone:

EXHIBIT 3 tabbies

FORM #373PC (7/87)
82-3-605, 82-6-426

64

ORDER FOR HEARING

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

DATE: _____

TIME: _____

PLACE: _____

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

Executed this . day of , 20 .

_____

, Probate Court Judge

ORDER FOR ALLOWANCE OF CLAIM

On the basis of the within petition and upon hearing for allowance of claims, IT IS HEREBY ORDERED that the following claims against the estate be ☐ ALLOWED ☐ DISALLOWED in the amounts set forth below:

Creditor Name and Address	Amount of Claim
ELIZABETH E. MURRAY, Executrix ESTATE OF MINNIE HOLMES MURRAY, Dec'd	$6,260,845.77 + i (TOTAL) from 6/03/08 forward

Executed this day of , 20 .

_____

, Probate Court Judge

STATE OF SOUTH CAROLINA)
COUNTY OF: Chas)
IN THE MATTER OF:)
William Murray)

IN THE PROBATE COURT

PETITION FOR ALLOWANCE OF CLAIM

CASE NUMBER: 07ES1007116

2008 SEP 22 PM 12:1 FILED
CHARLESTON COUNTY PROBATE COURT

Petitioner: ELIZABETH MURRAY, as PRESIDENT, ELIZABETH'S STYLESETTERS

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

Creditor Name and Address	Amount of Claim
ELIZABETH'S STYLESETTERS	$538,034.00 + interest from 6/30/03 forward per note agreement

In support of this petition, petitioner states that each claim is valid, was presented within the period for the presentation of claims as provided by law, and has not been paid, and, as to those claims which were presented to the Personal Representative and not filed with the Court, that a copy of the statement of each such claim is attached to this petition and made a part hereof.

(Other:) see referenced original claim w/ all particulars and reference to available document per advise of probate clerk over telephone

Executed this day of , 20

Signature: Elizabeth Murray President
Name: ELIZABETH'S STYLESETTERS
Address: 432 PARK AVE
NEW YORK, NY 10021
Telephone(O): 212-628-8859
(H): 917-971-1095

Attorney: self-represented
Address:

Telephone:

FORM #373PC (7/87)
82-3-606, 62-5-429

63

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF CHARLESTON	)	C/A No. 2007-ES-10-1116
	)	
IN THE MATTER OF: WILLIAM E. MURRAY	)	**ELIZABETH MURRAY'S ANSWERS TO FIRST SET OF INTERROGATORIES**

TO: MOLLY CRAIG, ATTORNEY FOR THE ESTATE OF WILLIAM E. MURRAY

1. List and describe any and all sums of money you have received from William E. Murray in the last twenty years, including but not limited to money you or any of your immediate family members received from William E. Murray for high school or college education, weddings, cars, surgeries, living expenses or other expenses. Describe the approximate dates and amounts of the funds, whether these funds were gifts or loans and whether you have repaid these funds to William E. Murray or the Estate of William E. Murray.

ANSWER:

1. All sums of money from my reveived from my father in the last 20 years represented:

a) Gifts made for payment of my daughter's tuition (sent directly to Chapin from WEM)

b) Payments towards salary owed me for work that I did at the Inn at Quogue.

c.) Reimbursements for some of the expenditures I made on behalf of the purchases and expenses needed for the Inn at Quogue including payroll.

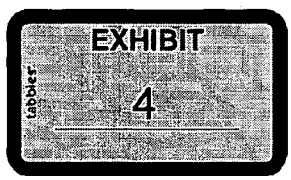
c) Education and living expenses paid in in lieu of the 10% interest agreed upon and due to me for my work at the Inn at Quogue at the nominal salary of $40K/yr..

d) September 2005 approximately $7,000 for a car that I bought that cost in excess of the proceeds of my insurance from a car that was totaled. Per agreement with my father, this car was to be used for transportation for my father and Helen and his health care aides on New York visits and used for transportation for the refurbishment of furniture related to the renovation of Carlyle apartment.

e) August 2005 approximately $13,000 for cosmetic surgery as an anticipatory divorce gift.

f) $2,000/month for the months of January, 2006 (upon completion of NCIDQ exam and exam results) through May of 2007 towards the debt as outlined by the note that he wrote me for the monies owed from my unpaid work and expenses and reimbursements due from the Inn at Quogue in April of 2000.

g) $1,000/month for the months of January 2006 (upon completion of NCIDQ exam and exam results) through May of 2007 representing a gift in exchange for



consulting done on apartments on 49th street, decorating and furnishing of and the subsequent closing down of my father's guest apt on 69th street, my sister Pam's home in Charleston, decorated at his request, his grandchild Ashley's apartment in Washington, D.C., and an extensive refurbishment of the Carlyle apartment, and some purchases for the Vendue apartment

i) Approximately $25,000 to assist me in payment of my divorce fees that were to be partially refunded to WEM if and only if the judge awarded me full reimbursement of my tax refunds originated through gifts of tax loss properties through him (which did not occur). Said partial payment was waived by WEM when the judge awarded Dan part of these tax refunds equaling a similar amount..

j) 2003-2007 reimbursement for trips to see WEM at his request and various expenses incurred to travel and stay there. Detailed accounting has been previously provided to James Ma and most reimbursements were made for same upon submission of those receipts.

k) 2005-2007 undetermined amounts of money for clothing, bedding, and other personal items purchased for my father at his request, such as handicapped toilet seats, extra bed linens and pads, grab bars for the bathroom, cleaning supplies that were antiseptic, personal grooming items, various clothing items, and other such items of a personal nature necessary due to his illness and physical needs.

l) 2005-2006 reimbursements for labor, paint, furniture, and refurbishment, A/C installation, ventilation, replacement of electronics and lighting repairs, renovation and repairs of his apartment at the Carlyle. Detailed accounting has been previously provided to James Ma. All monies were not received in full for purchased items due to completion after WEM's final trip to NYC in the Fall of 2006.

m) other items of similar nature that he requested or needed. All items listed above were gifts or reimbursements except for the conditional return of the tax refunds for the divorce attorney fees which he gifted to me in June of 2007 when I read to him the court papers regarding the final stipulations related to my divorce settlement stating that the court did not award me full repayment of the tax refunds. There were no loans except for a deduction from my paycheck from Quogue that represented the portion of my daughter's tuition that I paid to match his contribution in the year that I had the deductions from said paychecks.

2. Describe, in narrative detail, any and all individuals who drafted or were involved in drafting the following documents you filed with the Probate Court:

a. Letter dated June 21, 2007
b. Letter from Larry C. Bump
c. Undated letter signed by Jeffrey Young
d. Letter dated April 10, 2007
e. Letter with heading "Inn at Quogue"
f. Letter dated April 16, 2007
g. Letter dated June 3, 2007

ANSWER:

a) letter dated June 21, 2007- I wrote this document at his request after two evenings of extensive discussions with my father, that included his examination of many underlying documents. After the initial document was typed for content from my notes, he requested amendments, additions, and subtractions of original language to reflect his sole intent and desires and interpretations of the information provided to him. I believe that I made those changes on Pam Murray's computer, which has been replaced due to its damage in their move to the Atlanta region. She now uses another computer that she purchased upon her arrival and discovery of the damage.

b) letter from Larry C. Bump- Larry Bump wrote this letter at my request when I filed a creditor claim because he had witnessed my father's signature.

c) undated letter signed by Jeffrey Young –Jeffrey Young offered to write this document when I informed him that I was to file a creditor claim because he witnessed the signing of the note. Note was witnessed by him because it was signed at a time when the local banks were closed. Jeff was taking a while to get this done so I suggested that I write the letter per what he remembered and told me, he amended same to his memory, and then he signed it and had it notarized.

d) letter dated April 10th, 2007- This letter was written at my father's suggestion when I told him that Dan was insisting that half of the money that William E. Murray had given towards the deposit on the purchase of our house and its closing costs as well as the tax partnerships were a *gift* to him from my father. I had also told him that the divorce judge had declared that the money that I was receiving from my father was deemed income vs. debt repayment and that as a result I was receiving no temporary maintenance support.

My father was upset that the judge was crediting Dan with half of the tax savings resulting from the Restaurant Inn Quogue partnership and he was hoping to persuade the judge to change his mind. He was particularly angry that he was paying so much of Elspeth's tuition and that Dan was taking tax refunds that would have gone to pay back William B. Murray's advances on attorney's fees.

e) letter with heading "Inn at Quogue" (hand dated 4/07/00) - This document was originally written by Hilton C. Smith. The only amendment, which I insisted upon, was to reflect the substantial interest that would be incurred on my credit card debt, and added in the term for past due salaries, after which my father signed it in the presence of William Dalton (manager of the Inn), me, and Hilton C. Smith.

f) letter dated April 16th, 2007 - Mr. Brian Canady, Branch Manager as well as an officer at the bank, suggested that he read the 4/10 statement that my father was going to sign to ensure that my father, who was physically frail, fully understood what he was signing and agreeing to as his own will before he notarized the letter with WEM's signature. I believe that I left the room while he discussed the content of the letter and read it line by line to my father, with Pam as a witness, as he said he was going to do. Mr. Canady then wrote a letter to my attorney accompanying the letter dated 4.10.07- which Mr. Canady actually notarized on 4.12.07. On the following Monday, 4/16, after the notarization of the original letter. Mr. Cannady wrote the accompanying letter to the Judge so that there was no presumption of a forced signature or that my father had signed a document that he did not understand. I had nothing to do with the wording of this letter or suggested anything to say to Brian Canady.

g) letter dated June 3, 2007- This letter contains a typo and should be dated June 03, 2008, this was written by Elizabeth Murray as part of a creditor's claim.

3. Describe, in narrative detail, your understanding of William E. Murray's mental capacity/competency in June 2007.

ANSWER:
During this period, in June, 2007, I stayed with my father at his home. When I arrived for Father's Day weekend late on the early evening of Friday, June 15th, my father was not at home but was at the office with Hilton. I was later told by Joe that they had been in the office as well as "riding around" to see his development at Summerville. I was concerned in that he had just gotten out of the hospital (the prior day) and that he had not brought his medicine to be out the whole day. Svetlana was on official duty but Joe told me that he had been called in to take Mr. Murray "riding" because my father was fearful of Svetlana's driving skills. He also appeared to have been drinking when he arrived home (confirmed later by Joe) and went to bed almost immediately after my arrival and his return. Nyesha had arrived at 4:00, her scheduled time, but my father was still "gone" until nearly 6:00. He slept late the next morning and awoke just as I was leaving to visit my cousin's son at MUSC who had been in an automobile wreck and was in critical condition.

My understanding and observation of my father's mental capacity/competency was that he was remarkably acute and lucid, particularly in comparison to my last visit, although it was often difficult for him to express his thoughts as clearly or as quickly as he was able to think them. However, he was able to understand concepts and jokes and was able to express his desires and understand issues that were of importance to him.

On Sunday, my sister prepared a Father's Day Dinner, after which he rested in her guest bedroom for his nap. He then decided to go on home vs. visiting my other sister Catherine and her husband Hilton in Hollywood. Sunday evening was general chit chat and I picked up some stuff he needed at Walmarts and just watched CNN with him and 60 Minutes, which he always loved. We talked politics and I told him what was going on with my divorce, which he was very attuned to. Monday was just a general day there although we chatted intermittedly and I visited my cousin's son again in the hospital. He tried out the leg massager which I got him for Father's Day and he said it was too strong for him and that I should take it home for my RLS. My father expressed concern that Catherine had RLS as well and that it was similar to Parkinsons in some ways and he was worried about the issue of it being a hereditary disease. During this time together, we also had discussions about political affairs at hand (from the newscast the previous evening) and he made many astute comments about the Republican nominees for president, in particular, Romney and Guiliani, and discussed political scandals from the past which he thought would impede them from getting the nomination (the tunnel contractor scandal in Boston and Guiliani's affairs and reputed "connections"), which led me to believe that he both had memory and capacity for analysis that exceeded my expectations. He also commented that Romney was a Mormon and "too slick looking' for the average guy to vote for and that he would not get the nomination.

We also discussed my personal life and he made many cogent suggestions and was very involved in discussing my obtaining my new mortgage and the final divorce agreement and how I would live with the rather meager monies awarded me from the judge in NYC, which he found disturbing in their limitation. He was alternately humorous, depressed, tired, focused, and interested in world affairs, particularly the Lebanon invasion by Israel and how it would affect the Mideast situation and the upcoming nominations. This, to me, represented that he was able to put complex thoughts together. He knew about Hezbolla and compared them to the Hamas and said that the only way to control the situation was to get a better diplomat and that he thought that Bush was a disaster at dealing with this after our invasion of Iraq.
He then said that the only reason to vote for Bush was that he was going to cut the estate taxes but that he had decided that Bush was "an idiot". This was a marked change from his prior political beliefs and we talked about health care policies and the issues with the aging of the population. I remember in particular his saying that he felt so bad for people who were like him who were poor and had no help as he was able to afford.

Monday Evening: My father requested that Nyesha Cherry go get me alone, because he wanted to talk with me about some private stuff, and because he wanted to settle our "financial issues and the house issue". He requested that we talk three nights, Monday the 18th, Wednesday the 20th, and Thursday the 21st, alone), and he was well versed in what he wished to discuss with me and was able to make deductions and express opinions and decisions regarding what he read and what was read to him slowly and clearly. He was able to spot an error in a quick adding of figures about my upcoming mortgage payments vs income and he alone brought up the issue on these three nights to continue the discussion and remembered the content of the discussions from the previous night(s) although he sometimes wanted to re-read papers to refresh his memory.
He requested on Wednesday that I "memorialize" our conversation in writing so that he could review it on the next evening, on Thursday, which I did present to him on Thursday, June 21st. He approved it after a few amendments. He asked to review some papers that I brought at his request, by himself. He could read if the type was large and clear enough and if he was wearing his glasses and had a good light on the paper. He also asked questions about other papers that were read to him, about which he showed deductive thinking, and the ability to form conclusions regarding what he wanted to do about them, if enough time was rendered to him for him to think things through. There were several long silences of up to 5 minutes and then he would start speaking again, right at where we left off. He was particularly interested in the copy of the check that Brianna had cashed and the bench warrant for her arrest for withholding the papers that were subpoenaed for my divorce maintenance determination. He asked me twice about the amounts that Hilton had James pay to Brianna regarding the papers and we discussed the implications of Brianna having tapped my email and her position in the SC bar if that were exposed and I told him that the person who told me was her boyfriend at the time and that he had seen her do it but that he could check out the payments with James.The two amounts were for $25,000 and $15,000.

The first draft of this document was recorded on the computer hard drive in the guest room although Petitioner workeds on the amendments that William E. Murray requested

on Pam's computer. Petitioner told her father that Pam would keep the document for his review because otherwise it would "disappear". He said that that was ok. He also told me to make sure that I got the tax shelters in my divorce because "they are going to build student housing for MUSC (or C of CHS). at the Radcliff and you will make a lot of money on it".
I was careful to continue our talks for only as long as he appeared comfortable and he was able to come to definitive conclusions about what he needed to do to "make it right between us" (his wording). He was particularly interested in the bench warrant that had been issued to Brianna, my sister, resulting from her seizure of my papers from Quogue which were in his apartment at the Carlyle and had me read those papers to him several times and asked that I show him the original bench warrant for the subpoenaed papers. I also told him that I had been told by Brianna's boyfriend, John Finan, that she had been tapping my email for attorney client privileged communication regarding the USTrust litigation to share with Hilton. My father was very concerned that she could be disbarred in SC if I pursued it, which I told him I would not do out of respect to him. He kept saying that "email eavesdropping" (his words) was mail fraud and said "he didn't know how to do email but it was still mail fraud". He also had me read him my divorce stipulation. He also asked to see a copy of the cashed check for $500 which I had signed and given to Brianna to pay for the dirt delivery to make a garden in the back yard of 1365 which she had deposited into her own account instead of paying for the refilling of the run off in the back yard.

He asked me to explain sequences of events and issues about money that had passed between his office and Brianna and seemed very disturbed that her actions had impeded a fair settlement in my divorce so far as counting the money from him as income vs. repayment of the debt from Quogue, and that I could not prove otherwise without the papers. I also told him that she had not independently looked for a job during the time she was in NYC, which seemed to distress him greatly. He said that she never visited him anymore because she had a new boyfriend and that she wasn't looking for work and that he regretted that she did not have the ambition that he had hoped for her.

He also told me that he was tired of my husband calling him and Helen, that Dan was a "leach" and that while he cared about Elspeth that he was not going to continue to help with her tuition now that Dan was to receive a large cash amount upon the refinancing of my house. He also was angry that she had not come to visit him since the one trip when he first moved to Charleston and that she was "just like her father" towards me and said that he hoped that she would come around as it must be very painful for me. He asked me many financial questions about the cost of living and told me that I should be able to get along with his monthly payment of $3,000 in addition to my alimony and child support and paying off my credit cards. He stated that he would instruct James to resume those payments to be credited towards the debt and that it would pay most of my mortgage payment and taxes on the house in Katonah. I told him that it would be difficult for me to survive without it since my mortgage reflected my repayment of most of the Quogue debt so it was higher than just the payment to Dan on the house. He said that I would get that money when they sold Quogue and that it was under contract at that time. He asked many questions about the mortgage, taxes, maintenance costs, etc. He also

stated that I should not sell or retire my limited partnerships in the two properties, which he asked me to do originally, and that he wanted to make sure that I had gotten both in the divorce stipulation. He told me that there were some big plans for Vanderhorst where I would "make some money" by its development and he asked me to try to rent out the house in Charleston (1565 Brianna Lane) vs. selling it, when he died, so that I would always have "an income" and that I would have a reason to visit my sister Pam in Charleston on "a tax deductable basis". He also said that he knew that he could no longer expect me to protect Brianna, that she was a huge disappointment to him because she was not willing to work despite her education, but that I should try to remember that she was his daughter despite what she had done "to sell me out". He knew about the $25K and the $15K figures paid to her, the former of which he had borrowed from Helen originally before he paid it back. These were the same numbers that she had told her boyfriend, John Finan, that she had received from Hilton for "tapping my email" for information that he wanted regarding the USTrust settlement and seizing the documents from Quogue substantiating my debt.

He also said that he now understood what had happened with USTrust and that he knew that I loved him and had not tried to hurt him but to protect him against what Hilton had done "carelessly". He said that he felt so much clearer about things now that the medication had been reduced and he asked me to try to take him to a rehab center in S.C. or , alternately , in New York, so that he could get stronger. He told me to hire a private jet to take him to NY because he "had friends there who would protect him". I told him that I thought that Helen and Hilton would object to his leaving SC but that I would get information on Burke Rehab in White Plains that he mentioned (he knew of this particular facility although I didn't at the time) and I told him that I would stay in Katonah and visit him daily if he went. I also told him that I would take him to visit a rehab center that Alta's mother had been in, which Helen objected to, as well as to see Bishop Gadsden, which Helen was open to but that had no openings. He was careful to examine all of the documents that he had requested and he asked appropriate questions about them which indicated an ability to discern their content. He was vocal about his lack of rehab and he was angry at people who he felt were not working in what he felt was his best interest health wise. I suggested to him that he contact Bob Foster to recommend an attorney that would represent what he wanted instead of what others wanted. I told him that because of his inconsistent health, that he needed someone whose only loyalty was to him, and him alone, and that he must do that if he wanted his will and opinions honored. I told him that I was concerned that his health care proxies seemed to do things differently than what he expressed to me that he wanted to have done, such as rehab. But that I could not fight these battles for him until he took positive action. He also told me that he wanted me to go meet with Ed Bennett with him to review the new papers he had written "for his will" to protect me.

My father was opinionated about the food he ate and had an argument with Helen about ordering in crab vs. eating a beef stew that she had prepared on Thursday night. He also commented on a new piece of luggage that I used that he noticed as well as a piece of jewelry that I was wearing as well as discussing some health problems that I was having and asked some insightful questions. He also asked me about people he knew in NYC

and asked me to move down to Charleston to the house that he had "given" to me so that I could be near him. I told him that I could not leave Elspeth all summer but that she would be in school in the fall but that I had to work to support myself. He got me to agree to visit one week out of every month. He also started calling people in NYC using my cell phone and told them that he wanted to come to NYC and that they weren't letting him come to NYC. He insisted on personal time with me as witnessed by Nyesha Cherry and was able to withstand Helen Flynn's upset at this and to insist on it despite her anger. One of the evenings, perhaps Wednesday, Svetlana was there but she seemed to keep Helen at bay and we met in the den and Helen was in the bedroom that time.

On Wednesday night, at the conclusion of two of the three meetings, he asked me to type up a summary of most of what we discussed financially on the computer in his household as a summary of our discussion and his conclusions and actions he wanted to take on it. I presented it to him on Thursday evening and then amended it to his specifications. However, he wanted to review it "later" and I told him that I didn't trust leaving it at the house but would give it to Pam to read to him upon his request, which to my knowledge he did twice, when she was walking with him in the park behind Vendue Range.

On Thursday evening, after we discussed what I typed up in conclusion of our two previous discussions, I asked him to think about it and have it re-read to him by another person whom he trusted so that he could think through it. I told him that I would give it to Pam to read to him after I amended the items that he changed at a time when she made sure that he was feeling well and clear. Another issue to consider was his ability to both be thinking clearly and be able to hold a pen to make a signature, which did not always coincide. I did not want him to feel pressured in any way. He had included more to reimburse me than I had expected, including the monies that I had lost on account of Brianna and Hilton's deliberate interference in my divorce.

On Friday the 22nd, he remembered our previous night's discussion and told me to call Mercedes Esquadilla, his cleaning lady at the Carlyle, while I was with him, on my cell-phone, and instructed her by himself to remove the Quogue papers from the locked room and to bring them to my apartment (I ended up picking them up from her, I believe, when I returned home the next week). He also called Theresa Fontana at the Inn and instructed her to return my personal possessions when I requested them from a locked closet and gave her a list of what belonged to me at the Inn in other locations, which was also to be returned. He also told her to send me the plaid draperies that were in the attic at the Main House of the Inn to use in the bedroom in "Liz's house down here". She delivered them the following week (The boxes with most of my belonging in the closet, etc. were sent to me the following September. There some major missing items so far as artwork.

Later on that day, Friday, he asked me if I still had the financial statement that he had given to me a year previously and I said yes. He said he thought that someone was stealing money and shipping it out of the country but that he couldn't stop it but that he was scared at his inability to address the situation and he was very angry. He said that Hilton had told him that they were going to lock him up into jail like they did to _____ and they were might have to "make a run for it" abroad if it got there. I told him that that

was ridiculous, that these were civil vs. criminal issues, and that Hilton was wrong to scare him in that way. Helen wanted me to take her somewhere (I don't remember where, maybe the hairdresser?) and my father had already left for his attorney's appointment when I returned. On Friday evening, he was very depressed and he wanted to be alone and he would not talk to me or to Helen. He would not eat and didn't even want his health aide in the room with him, which we thought was risky and unusual.

Then, on Saturday morning, he had a big loud fight with Hilton in the apartment with raised voices and I could not leave my room until Hilton was gone. My father would not speak about any of it and then went to bed for the rest of the day. He appeared to have gotten sick by the next morning, Sunday the 24th, and he asked me to stay on longer since I was supposed to go back but I had to get to NYC to gather up the last bit of information and do the final stuff with my mortgage which was closing by the next week, so I delayed my departure to later in the day before the 8 hour drive

4. Identify each person who provided information or otherwise consulted or assisted you in connection with providing answers to these interrogatories and identify the specific Interrogatories for which each such person supplied information or was consulted or assisted.

ANSWER: None.

5. Please give the addresses of any residence where you have lived along with the dates you resided at each residence for the past ten years.

ANSWER:

1974-Present permanent residence-737 Park Avenue, New York, NY 10021
Alternate residence - 113 Upper Lake Shore Drive, Katonah NY 10536
1999-2002 - Alternate residence – Inn at the Quogue – while working there at my father's request.

6. Please state whether or not you have ever been a party to any other civil action and if so, please give me the names of all parties, the date of such suit, and the Court in which each such suit was brought.

ANSWER:

Family Court matter – divorce from Daniel Kelly
Two Small Claims matters against contractors failing to perform work on my property in Katonah.

7. Name any other person the Plaintiff know to have discoverable information or knowledge of facts that could lead to discoverable information.

ANSWER:

William Dalton,
Craig Murchevsky
Donna McBride
Helen Flynn
Alta Brockinton,
Gil Mestler
Lucky & Sonny, health aides to my father – last names unknown at this time.
Dana Flavin.
Dr. Faun.
Don Sharpe
Jeff Young.
Brianna Murray.
Hilton Smith
James Ma.
Joe Pridgen,
Svetlana Owens,
Nyeshia Cherry,
Kat, Enterling
Theresa Fontana,
Mercedes Esquadilla
Svetlana Owens

8. Specifically state each fact and identify each document upon which you rely to support your Petition for Allowance of Claims.

ANSWER:

Petitioner's claims are based on her conversations and encounters with William E. Murray and are sustained by numerous documents, including but not limited to:
Quogue- all in South Carolina in a secure location and inaccessible to me but summarized by listing in the CD presented to the court
Estate of Minnie Holmes Murray, Deceased. – These documents are in a secure location in SC and inaccessible to petitioner at this time. Petitioner has a list of documents which will be produced as exhibit A to these answers.

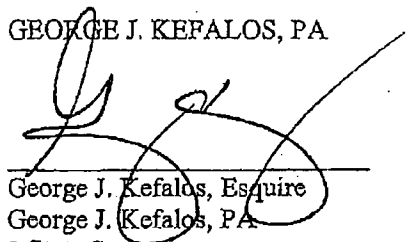
9. Set forth a list of all crimes of any nature, excluding traffic offenses, for which you were arrested or convicted, including dates, offenses, sentence and jurisdiction.

ANSWER: None.

10. Describe each and every statement you have made wherein you allege that your inheritance from William E. Murray will be reduced by the sum of money you have previously received from William E. Murray, including the dates of those statements and to whom they were made.

ANSWER: None.

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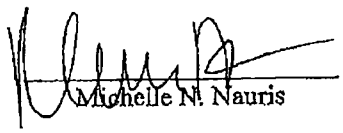
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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of Elizabeth Murray's Responses to Interrogatories were served upon all counsel of record by electronic mail at the addresses indicated below on this 2nd day of April, 2009:

Mary Agnes Hood Craig
The Hood Law Firm, LLC
P.O. Box 1508 (29402
172 Meeting St
Charleston, SC 29401
molly.craig@hoodlaw.com



Michelle N. Nauris

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	)	IN THE PROBATE COURT COMMITMENT DIVISION
PAMELA HOLMES MURRAY, Petitioner, Versus	)	C/A No. 2007-GC-10-97
WILLIAM E. MURRAY, an alleged incapacitated person, and ELIZABETH EDWARDS MURRAY, CATHERINE PERONNEAU MURRAY SMITH, ALEXANDRIA BRIANNA HOPE WINDER MURRAY, COURTNEY ANNA KOENIG, and HILTON C. SMITH, JR. Respondents).	)	AFFIDAVIT OF KENNETH J. BERGMANN, M.D., FAAN

PERSONALLY APPEARED BEFORE ME, Kenneth J. Bergmann, M.D., FAAN, who after being duly sworn, deposes and says as follows:

1. I am over 18 years of age.

2. I have personal knowledge of the matters stated herein.

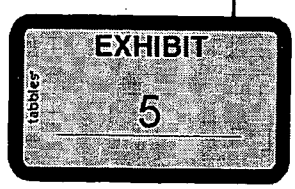
3. I am a citizen and resident of Charleston County, State of South Carolina.

4. I am competent to give this sworn statement.

5. I am an Associate Professor of Neurology at the Medical University of South Carolina.

6. I have been Mr. Murray's personal physician since March of 2001.

7. I first examined William E. Murray, (hereinafter "Mr. Murray") on March 23, 2001. I conducted a neurological examination of Mr. Murray at that time and noted that he had mild Parkinson's Disease.



8. I examined Mr. Murray again in July of 2004. At that time, he had good awareness and good judgment. He also showed good recall of events. He noted to me that he was experiencing some family discord. He stated that, while there was no current legal process underway, he felt that two of his daughters may question his competence as a "grab for inheritance."

9. In February of 2005, I examined Mr. Murray again. He was very alert with excellent judgment, good general knowledge and was fully oriented. We even discussed current events in science.

10. In March of 2007 I examined Mr. Murray and noted that he had become quite depressed. He acknowledged considerable anxiety and depression because of current legal situations within his family (referring to a matter in a New York Court where Pamela Murray and Elizabeth Murray making certain allegations against Mr. Murray).

11. In April of 2007 I examined Mr. Murray. Since my last examination, he had a pacemaker implanted in his chest.

12. I examined Mr. Murray on June 26, 2007. He had recently been hospitalized and was much weaker. He had a diminished ability to communicate. At home, he had been, and continues to, hold food in his mouth instead of swallowing, which common in end term Parkinson's patients. At times he appeared alert, but did not interact much.

13. My opinion on June 26, 2007 was that Mr. Murray holding food in his mouth ("pocketing" the food) was a very poor prognostic sign. It is a clear step down.

14. I noted on this date that it was unlikely that Mr. Murray would survive more than six months due to his poor oral motor control. I made the decision that it was appropriate to call in Hospice and I made the referral for Hospice Lutheran to become involved in Mr. Murray's care.

15. Also on June 26, 2007, I also formed my opinion that Mr. Murray has suffered a new neurovascular event. However, I was unable to do an MRI to confirm this due to Mr. Murray's recent placement of a pacemaker.

16. During my June 26, 2007 evaluation, it became quite clear that Mr. Murray is now physically incapacitated and I suggested that Helen Flynn and Hilton Smith, Jr. invoke Mr. Murray's Health Care Power of Attorney for Mr. Murray's benefit.

17. Mr. Murray's health is rapidly declining.

18. Mr. Murray recently had some problems with diarrhea. This, coupled with his reluctance to swallow fluids when given orally, has led to minor dehydration of Mr. Murray.

19. Helen Flynn and Hilton Smith, Jr. consulted me on July 23, 2007 regarding Mr. Murray's diminished fluid intake by mouth. I was reluctant to give Mr. Murray artificial hydration as I feel that it contravenes his wishes in his living will and that he expressed to me. Ms. Flynn and Mr. Smith, however, requested that I assist them in giving Mr. Murray I.V. fluids to see if it would help him recover and be more comfortable despite his diarrhea.

20. On July 23, 2007, I called Hospice Lutheran and gave them authorization to give Mr. Murray intravenous fluids for only seventy-two (72) hours to determine whether Mr. Murray's condition was only a temporary setback.

21. I have had numerous conversations with Mr. Murray over the years regarding his end of life desires.

22. Mr. Murray gave me explicit instructions not to have any conversations about his health with any of his daughters other than Catharine Smith.

23. Mr. Murray explicitly told me that he wanted Helen Flynn and Hilton Smith, Jr. to make his health care decisions when he was no longer able to.

24. Mr. Murray's decline in health is due to natural circumstances and not the neglect of his caretakers.

25. I have seen no indication that Mr. Murray is being abused, neglected or otherwise not taken good care of by his caretakers Helen Flynn and Hilton Smith, Jr.

26. I have had frequent communication with Ms. Flynn and Mr. Smith regarding Mr. Murray's care and feel that they act in Mr. Murray's best interests.

27. It is my opinion that Ms. Flynn and Mr. Smith are upholding their duties under Mr. Murray's Health Care Power of Attorney.

FURTHER THE AFFIANT SAYETH NOT.

Kenneth J. Bergmann, M.D., FAAN

SWORN TO AND SUBSCRIBED before me
this 2 day of August, 2007

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 12-27-2011

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STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF CHARLESTON	)	C/A No. 2007-ES-10-1116
	)	
IN THE MATTER OF: WILLIAM E. MURRAY	)	**AFFIDAVIT OF KENNETH J. BERGMANN, M.D.**

PERSONALLY APPEARED BEFORE ME, Kenneth J. Bergmann, M.D., FAAN, who after being duly sworn, deposes and says as follows:

1. I am over 18 years of age.

2. I have personal knowledge of the matters stated herein.

3. I am a citizen and resident of Charleston County, State of South Carolina.

4. I am competent to give this sworn statement.

5. I am a former Associate Professor of Neurology at the Medical University of South Carolina.

6. I was William E. Murray's physician from March of 2001 until his death in August of 2007.

7. I first examined William E. Murray, (hereinafter "Mr. Murray") on March 23, 2001. I conducted a neurological examination of Mr. Murray at that time and noted that he had mild Parkinsonism.

8. I examined Mr. Murray again in July of 2004. At that time, he had good awareness and good judgment. He also showed good recall of events. He noted to me that he was experiencing some family discord. He stated that, while there

was no current legal process underway, he felt that two of his daughters may question his competence as a "grab for inheritance."

9. In February of 2006, I examined Mr. Murray again. He was very alert with excellent judgment, good general knowledge and was fully oriented. We even discussed current events in science.

10. On May 23, 2007, I examined Mr. Murray and noted that his content was clearly diminishing. He was unable to say what month or year it was.

11. My final examination of Mr. Murray occurred on June 26, 2007. He had recently been hospitalized and was much weaker. He was unable to comprehend what was discussed during that examination. He was also unable to act or communicate.

12. Also on June 26, 2007, I formed my opinion that Mr. Murray has suffered a new neurovascular event (stroke). However, I was unable to do an MRI to confirm this due to Mr. Murray's recent placement of a pacemaker.

13. During my June 26, 2007 evaluation, it became clear that Mr. Murray's physical condition and competency had declined significantly. I suggested at that time that Helen Flynn and Hilton Smith, Jr. invoke Mr. Murray's Health Care Power of Attorney for Mr. Murray's benefit.

14. Also during my June 26, 2007 evaluation of Mr. Murray, I noted that "he [was] unable to follow commands or do the simplest things with his fingers. He [was] almost mute and has a rare single word as a verbal output. He [slept] during much of the visit, but even when alert it [was] quite clear he [did] not comprehend much."

15. Though I did not examine Mr. Murray during the two weeks that preceded his death, based upon my education, medical training, experience and my examinations of Mr. Murray, it is my opinion, to a reasonable degree of medical certainty, that Mr. Murray most probably did not possess the requisite mental capacity to enter into a contract for payment of a large sum on July 22, 2007. If he signed a contract on or around that date, I do not believe he most probably had the ability to understand the significance or effect of such a contract.

FURTHER THE AFFIANT SAYETH NOT.

Kenneth J. Bergmann, M.D., FAAN

SWORN TO AND SUBSCRIBED before me
this 9th day of December 2008

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES:
J:\docs\156.000\affidavit (Bergmann).doc

My Commission Expires July 22nd, 2014

MUSC
MEDICAL UNIVERSITY OF SOUTH CAROLINA

MOVEMENT DISORDERS PROGRAM - NEUROLOGY
Charleston Memorial Hospital
326 Calhoun Street, Suite 308
PO BOX 250108
Charleston, South Carolina 29401
TELE: (843) 792-3221
FAX: (843) 792-1751
http://www.musc.edu

NEUROLOGY CONSULTATION NOTE

MURRAY, WILLIAM E.
MRN: 1025215
DOB: 09/01/25
OFFICE VISIT: JULY 9, 2004

REFERRING PHYSICIAN:
1. Allen Johnson, M.D., Internal Medicine

CHIEF COMPLAINT: The patient is seen in an extended return office visit for the treatment of Parkinson's disease. He is also status post left thalamic lacunar infarction.

HISTORY OF PRESENT ILLNESS: Since the last time, Mr. Murray has done very well with his unstable orthostatic blood pressure under reasonable control. Helen has increased his ProAmatine to 10 mg at 9AM and 4PM and while this gives him sitting and supine hypertension, it does maintain his blood pressure when he is standing. He feels very good. He is asymptomatic and has been functioning quite well.

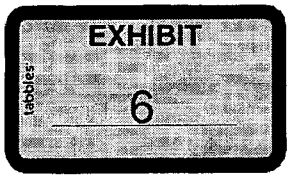
The patient does have some morning freezing and he has difficulty through the night but generally he cannot tell any wearing off of his levodopa. When he takes his medication, he indeed is reasonably able to function. Report from his business partner and son-in-law, Mr. Smith, through Helen, indicates that he has been doing quite well and has been going into the office.

The details of the patient's visit including history of present illness, review of systems, past medical history, allergies, medications, family and social circumstances and examination are detailed in the consultation form.

REVIEW OF SYSTEMS: The patient's review of systems indicates that his legs ache at night and he is still restless at night. He also has nocturia.

PAST MEDICAL HISTORY: The patient's past medical history is reviewed and is unremarkable. He has had nothing to suggest cardiac or cerebrovascular events.

CURRENT MEDICATIONS: He is currently taking Sinemet CR 50/200 one tablet at 9, 1 and 4, the ProAmatine as above, aspirin and Plavix daily, Detrol LA once a day, Lipitor, Zestril 20 mg at bedtime and MiraLax.



FAMILY HISTORY AND SOCIAL CIRCUMSTANCES: The patient's family and social history reveals that he is continuing to have some discord with his significant other. Nevertheless she does not feel his judgment is impaired. This appears to be an exacerbation of an ongoing difficulty in the relationship. The patient also reports that there is some discord with his daughters, two of whom may be seeking to make a "grab for inheritance" concerning his competency. To his knowledge there is no legal process ensuing. Once again, Helen confirms information that there is nothing to suggest that Mr. Murray is impaired at home.

PHYSICAL EXAMINATION: On examination, the patient's blood pressure is 173/70 sitting, 108/57 standing. His heart rate remains stable. He is asymptomatic standing. His general examination is remarkable for a lack of dependent edema today. He has no calf tenderness. He has a systolic ejection murmur. Otherwise, his general exam is unremarkable.

Neurologic examination reveals that he is neatly groomed. He is able to remember 3/3 items at 3 minutes. He does have some visual spatial difficulty in placing numbers on a clock but there is no apraxia or agnosia present. He has good awareness, good judgment and good recall of events.

Cranial nerve examination is unremarkable. Motor examination reveals moderate bradykinesia, some impairment of postural reflexes, but he is able to walk with only slightly diminished arm swing and he has reasonably good balance. He does have some imbalance when he pivots to turn. Sensory and reflex examination is unremarkable.

IMPRESSION:

1. Parkinson's disease.
2. Cerebral and brain stem vasculopathy.
3. Orthostatic hypotension.

DISCUSSION: The patient, his caregiver and I discussed his condition at length. I have recommended that they consider some counseling for their relationship but they are not interested in that at this time. It is clear from his examination today that Mr. Murray remains fully competent and able to exhibit good judgment. I have suggested because of the achiness and

restlessness at night that he consider adding Sinemet CR one-half tablet of 50/200 at bedtime and consider going up to a full tablet if he tolerates it. He has had nothing to suggest any drug induced side effects including hallucinations. I will review his progress in two months.

Kenneth J. Bergmann, M.D., FAAN
Associate Professor of Neurology

KB:jhw
DD: 07/12/04
DT: 07/13/04
(DS330071)

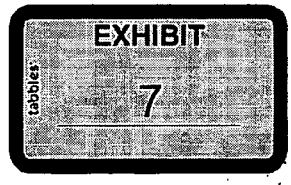
cc: Allen Johnson, M.D.
Internal Medicine

K. BERGMANN, MD 187

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)

SUPPLEMENTAL AFFIDAVIT OF ALEXANDRA BRIANNA HOPE WILDER MURRAY

PERSONALLY APPEARED BEFORE ME, Alexandra Brianna Hope Wilder Murray, who after being duly sworn, deposes and says as follows:



1. I have personal knowledge of the matters stated herein.

2. I am a citizen and resident of Charleston County, State of South Carolina.

3. I am over the age of eighteen and I am competent to make these statements.

4. I am the daughter of William E. Murray, along with Elizabeth and Pamela Murray (hereinafter, "Elizabeth and Pamela") and Catherine Murray.

5. In New York in 1996, Elizabeth Murray, showed me a copy of the Last Will and Testament (hereinafter, "Will") of our father, William E. Murray. Elizabeth was upset that I would be named in the Will as a beneficiary.

6. In 2004, Elizabeth and Pamela wanted my father to be declared incompetent because they felt that Hilton C. Smith, Jr, my brother-in-law and the husband of Catherine Smith, had too much "control" over my father.

7. In 2004 during a telephone conversation, Elizabeth and Pamela expressed to me their desire to obtain the updated version of my father's Will to determine the amount Hilton C. Smith, Jr. would receive.

8. From approximately 2004 until his death, I observed Pamela and Elizabeth, on numerous occasions, attempting to convince my father that Hilton C. Smith, Jr. is not a trustworthy person.

9. On or about Father's Day of 2004, Pamela wrote down a list of reasons why my father should not trust Hilton C. Smith, Jr. and gave that list to my father. A copy of the list is attached hereto as Exhibit 1.

10. The list said that Hilton C. Smith, Jr. and his sons would inherit all of my father's assets.

11. The list also contained reasons why our sister, Catherine Murray Smith, was not trustworthy and reasons why she allegedly did not care about our father.

12. On June 17, 2004, Pamela and Elizabeth Murray wrote a letter to my father in which they discussed their displeasure with the successors he was choosing and his perceived favoritism of Hilton Smith over his daughters. This letter is attached as Exhibit 2.

13. On or about 9/29/05, Elizabeth Murray met with Don Sharp, a former business partner of my father's. Following that meeting, Elizabeth Murray typed up notes summarizing the discussions that took place. Her notes from this meeting are attached as Exhibit 3.

14. At this meeting, Elizabeth Murray discussed with Mr. Sharp ways to "remove" people who were close to my father, including Hilton C. Smith, Jr. and Helen Flynn. See Exhibit 3.

15. In her notes from this meeting, Elizabeth Murray wrote that Mr. Sharp, "thinks our best route is to prepare to go on the offensive once wem [my father] is gone" and that he "thinks [their] best route is to get information for Catherine [Murray Smith] to turn on Hilton [Smith]." See Exhibit 3.

16. In February of 2006, Elizabeth Murray wrote a document for our father to sign that was purported to be a "declaration of what [his] living circumstances and health care preferences [were]" at that time. This document was written by Elizabeth Murray with additional comments added by Pamela Murray. This document is attached as Exhibit 4.

17. Through this "declaration" that Elizabeth Murray wrote, which was to be signed by my father, Elizabeth Murray attempted to alter my father's wishes for his Healthcare Power of Attorney, under which he had appointed Helen Flynn and Hilton C. Smith, Jr. as Co-Agents. See Exhibit 4.

18. On February 16, 2006, Pamela Murray sent my father a letter in which she attempted to convince him that his long-time companion, Helen Flynn, was psychologically unstable and should not be allowed to make medical decisions on his behalf. Pamela Murray knew that Ms. Flynn was one of the individuals Mr. Murray had chosen to make medical decisions for him when he was no longer able to. Despite this, Pamela Murray attempted to convince my father to change his mind. This letter is attached as Exhibit 5.

19. In August of 2006, during telephone conversations, Elizabeth and Pamela Murray became upset because they feared Hilton C. Smith, Jr. would get too much under the Will and they were of the opinion that only the daughters of William E. Murray should inherit.

20. I was present at my father's Charleston residence when Pamela Murray went through his personal papers and took a bill from Evans, Carter, Kunes, and Bennett, P.A. dated June 23, 2005 generated for estate planning services rendered. A copy of this bill is attached hereto as Exhibit 6.

21. This itemized bill clearly shows that Pamela Murray knew that my father had retained Edward Bennett, Esquire to prepare his estate planning documents. See Exhibit 6.

22. On August 8, 2006, Pamela, Elizabeth and I went to meet with Dennis Christensen, Esquire in Mt. Pleasant, South Carolina. The purpose of this meeting was to retain Mr. Christensen to represent my father, without my father's knowledge, and to discuss matters related to changing my father's estate planning documents. Specifically, we discussed contesting Hilton C. Smith, Jr.'s future appointment as personal representative of my father's estate.

23. In preparation for this meeting, Pamela wrote a note regarding issues to be discussed, including issues related to Helen Flynn, my father's companion of many years. Attached hereto as Exhibit 7.

24. In response to Pamela and Elizabeth Murray's concerns and questions for Mr. Christensen, Pamela Murray asked that I type a memorandum of issues in preparation for the meeting. I typed the requested memorandum and gave it to Mr. Christensen. Attached hereto as Exhibit 8.

25. I was present when numerous documents were given to Mr. Christensen by Pamela Murray. These documents included but were not limited to: Mr. Bennett's bill, my father's monthly income and expense statement, Samuel Freeman trust documents and other financial documents.

26. One of the issues discussed at the meeting with Mr. Christensen was whether the Estate of my father could be compelled to pay legal fees to protect the interests of heirs. See attached Exhibit 7 and 8.

27. Another issue Pamela Murray and Elizabeth Murray wanted to discuss at the meeting with Mr. Christensen was whether the clause regarding contesting the Will would be in effect with a valid lawsuit. See attached Exhibit 7 and 8.

28. Pamela and Elizabeth Murray knew that my father's Will contained a "no contest" clause and knew of my father's wishes that his Will not be contested. At the meeting with Mr. Christensen, Pamela and Elizabeth Murray discussed with the attorney the *In Terrorem* clause in my father's Will. See attached Exhibit 7 and 8.

29. Pamela and Elizabeth Murray also discussed with Mr. Christensen how Hilton C. Smith, Jr. could be removed as trustee and as my father's Personal Representative. See attached Exhibit 7 and 8.

30. In the Spring of 2007, Elizabeth Murray wrote a document for my father to sign regarding his owing her money for various reasons. In this document she sought to be reimbursed for several alleged expenditures that benefited my father. She also sought to obtain money from my father as a result of alleged damages she suffered in her divorce action. To my knowledge, this document was not signed. This document is attached as Exhibit 9.

31. It is clear to me that Pamela and Elizabeth Murray knew that my father had a Will prior to his death and knew that it contained a clause penalizing anyone who contested the Will or attempted to interfere with his wishes for the disposition of his Estate.

32. I believe that Pamela and Elizabeth Murray attempted to interfere with my father's estate planning wishes in an attempt to retaliate against or

otherwise harm Hilton C. Smith, Jr. and to obtain a larger distribution for themselves.

33. I believe that Pamela and Elizabeth Murray had always planned to interfere with my father's Will and Trusts so that they could obtain a larger share of the Estate.

Alexandra Brianna Hope Wilder Murray

SWORN TO AND SUBSCRIBED before me
this 11 day of April 2008.

Debora M Redmon
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: December 9, 2012
J:\docs\156.000\Affidavit (Briana Murray).doc

Hilton

Plans to have WEM declared mentally incompetent

Put WEM in a nursing home & "ship" Helen back to Harrisburg.

Everything Dad has is because of Hilton - he has saved Dad from bankruptcy, from bad business decisions

Dad frequently can't follow things (business dealings) and has to have everything explained to him.

Hilton tells people everywhere that he (Hilton) is in control of everything & Dad is just a "figurehead."

Hilton's sons have boasted to Briana & Pam's daughter's that they (Hilton III & Christopher) will be inheriting everything that is Dad's (WEM) through their father.

Regularly exagerates Dad's poor condition.

Continues to bring deals to WEM in which WEM must personally guarantee the loans.

Catherine

Finds it "humiliating to be seen with Dad in public"

Doesn't want him in her home.

Hates it when Hilton invites Dad & Helen to the house.

Wishes Dad would "just go ahead & die."

Dad owes "everything he has to Hilton who has kept him from losing everything to bankruptcy."

Only Hilton (& her as his wife) should get anything from Dad when he dies.

EXHIBIT 1

ALL-STATE LEGAL®

Catherine

Pam, Elizabeth & Brians are leeches

Regularly makes very critical & demeaning comments about her 3 sisters.

Per Briana - "Catherine & Hilton treat me like a servant."

She has for years been extremely critical & hateful towards Dad (& Helen) in her comments & attitudes to Pam about Dad & Helen.

Expressed to Pam on Father's Day that "I don't want him in my house." & when Pam said they were coming in after dinner replied "and they can just go back outside, I don't want him (or perhaps "they" - I can't remember which) in my house."

She's irritated Hilton spends so much time w/ Dad.

1/23-799

EST OF WEM 0438

Elizabeth E. Murray
737 Park Avenue
New York, NY 10021

Pamela H. Murray
395 Oak Glen Drive
Marietta, GA 30068

June 17, 2004

Dear Daddy,

We understand that you will make decisions as you see fit regarding your estate.

We are unable to sign an "agreement" if we don't understand it. We therefore can't agree at this point, especially given the significant changes with no understanding of the reasoning behind those decisions. Our reading of the document indicates that this is a permanent change that cannot be superceded by any decision in your will. The latest dated document will be the last word on your intent and if this agreement regarding the Charitable Trust is the most recent document, it will govern. If the document was subject to YOUR FINAL WILL AND TESTAMEMT and if we understood your motivations behind it, we would BOTH be more comfortable.

We are terribly disappointed, hurt, and bewildered at what seems to be a lack of consideration for the importance of this legacy to your children that you have spoken to us about for over twenty years. Instead of your children working together in a spirit of cooperation, you will be leaving a legacy of favoritism and bitterness. Hilton is not even being treated as an additional child- he is being treated as the one that matters most over and above all of your natural children.

You are, of course, free to make any decisions that you see fit without concurrence on our part. We are not able to be party to (complicit in??)a document that, on the face of it, does not appear to be spontaneously generated or with consideration to you for what(THE POWER??) you are giving away and taking away from your natural children.

We are, of course, looking forward to seeing you as well. However, we are deeply saddened, hurt, and dismayed at the tone of your letters which was so different from our conversation last weekend. We hope that we can reach some understanding of your motivations and thoughts that led to your decision and make sure that they are accurately BASED and with full consideration to all information available.

EST OF WEM 0439

Love,

Elizabeth Pam



Elizabeth Murray

9/29/05 discussion with don sharp

1.) Medical Proxy: Hilton and Helen, nobody in nyc, motives /abilities-

Very important to document conversations and incidents with Helen to disprove her ability to deal with her own health/mental stability as well as her actions that day at hospital. Pam and Brianna should make statements and notarize them re: reaction to his illness (did not see that he was sick), lack of reasonable reaction to telling about drugs, representation of herself as common law wife, and other incidents and conversations that would display a lack or reasonable care of wem. Also, any discussion of her own depression. Seek out nurse at hospital who heard this and get a statement from her, saying that you are worried about helen's ability re drugs, misrepresentation of self, etc. don is sure that she is going to go for common law wife.

2.) Two Charitable Trusts: Hilton to be chairman with power to dismiss/misuse of funds(dagmar, etc)/, phm and eem legal culpability as trustees re: misuse, personal benefits, etc./ did not sign agreement

Don said that signature on document was not wem's signature. End of subject. He also said that he would be willing to testify that daddy has good days with testamentary capacity and bad days, where he is easily midled/undue influence. He is very concerned- I showed him trust documents (he used to file sam freeman's tax returns so he knew him well). He says that Hilton is breeching many many terms of trust and we need to keep careful records. He also says that any enrichment so far as travel, etc. is not appropriate unless Hilton is an intregal part of east west, certainly not catherine's share. Or meals, etc. he said stuff about dagmar, st james, and agape, which he is investigating for me, looks very odd to him and out of place, especially amounts given.

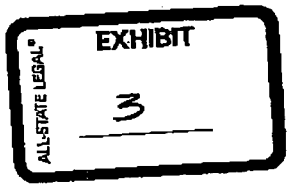
4.) Emptying of trusts- long term payouts, other families(?), business favors, Committing funds without or prior to approvals by phm and eem, no meetings, no appropriate allocation or approval, letters dated prior to approval-

Again, to commit such large amounts without prior discussion and signatures of all trustees, and any signatures after the fact with implicit threats, is absolutely against reasonable care/ fiduciary responsibility of trustees who made commitment. We should be involved in yearly meetings, etc. KEEP ALL DOCS.

5.) Channeling of money through trusts for private enrichment??? Agape ministries, Hagerstown dagmar, etc.

Covered in last paragraph.

EST OF WEM 0440



6.) **Constant changing of wills, hidden**

He said that daddy has acted oddly since he got parkinsons and became more dependent on Hilton. Has become secretive and changed what he intended to do for last 20 years, which also provided for Brianna. He tried to do an agreement between Helen and wem and he said that she was totally unreasonable/irrational and that forestalled wem's signing of last will he prepared for him two years ago or thereabouts. He has helen's number completely. He also figured out Hilton a long time ago. Says that we have an excellent case for undue influence between his statement and Helen keeping others away from WEM (he has made quite a few phone calls, none returned, Hilton does not want an outside lawyer not under his control to do his will).

7.) **Sale and Movement of assets to East Bay control**

Says that we can get a court order for a forensic accounting if we are beneficiaries of a trust after wem's death. Also, if Hilton is removed from other trusts for undue personal enrichment, that we can use that as basis. But we could get it done anyway. Would require a court order. They would audit T&E and travel and all cash and transfers of property.

8.) **Sale/transfer of assets at different prices from east bay, wem vs. hcs**

Slam dunk so far as personal enrichment against interests of company unless wem agreed in writing. He thinks that Hilton may have a signature stamp. He thinks that a lot of these signatures are bogus. Remember, he has been wem's partner and co-worker for 35 years/

9.) **WEM exclusion from East Bay, defacto- ramp, chair, office**

Again, he thinks that it is disgusting and I also mentioned the Hilton C. Smith Co's and he thinks that there is a lot going on there. He thinks that Catherine will fold if she thinks that her children and she will not get 100% of hilton's estate and she will be furious if she realizes that he has funneled money and assets to another family as well as time that he is supposedly "working". We need to get this information as well as two social security numbers and start documenting as soon as possible to be ready. The irs is a big threat also so far as the trust, that he benefited and did not report income in kind.

10.) Helen- where do we start- altzheimers? Delusion, $, Carlyle emptied, her children, common law, etc. declaration of intentions re: jewelry, collusion with hcs/cpms, control, hospital visit re withholding of drug information, drug administration, hospital bed delay, loss of weight and irregular meals, confusion over what wem drugs are for, failure to take her own medication, depression, physical rage, restraining wem from pool visits, withholding of calls from friends and family, her own depression/lack of dressing/medicine, etc.

As I said, he is concerned about wem's abilty to deal with this confrontation. He is also concerned that she is in league with Hilton and Catherine and that they are using her mental incapacity to influence her. So that they are really in control. Ergo, Catherine's many phone calls to her, Hilton visiting wem daily and getting signatures, etc. document that she and Hilton never visited wem in hospital, please.

11.) Estate: Hilton (and James?) executors, Tiny Foster (SC), state of residence, common law, debt to estate of MHM dec'd, forensic accounting of east bay, etc.

He thought that tiny would be a good third party medical proxy in that he is an attorney, not in his will, and is an old friend. He said that family was ok but that given the situation it could lead to problems. Thinks tiny is a good idea and or james.

12.) HCS discrediting of other children/nyc office/james 69th street, etc.

Classic method of controlling, undue influence, etc. textbook. He does not think that james can stand up to Hilton unless he has a lot of support. I told him about Hilton moving him to 106th street and he agreed that he wanted to move all assets to SC under his control so that wem was helpless.

13.) Quogue debt /hcs threat to me if pursued

Thinks I will have to sue the estate in court as Hilton does not want any of us to have any money to have any independence.

14.) Pam's house

Again, classic retribution. He told us to lay low and not show our hand.

15.) Overheard conversations/ etc.

Again, classic way to turn Catherine and his children against us. Thinks that wem is not able to handle confrontation with Hilton as he is too dependent. Thinks that wem's judgment is impaired by weakness and health and his dependence on Helen and Hilton emotionally. He thinks that our best route is to prepare to go on the offensive once wem is gone since Hilton will use anything in the meantime to discredit us. So ladies, it is vinegar pie time. Sweet as sugar. He will help us as much as possible but he also thinks that it would be deleterious to wem's health for him to have to handle such a confrontation now. Thinks our best route is to get information for Catherine to turn on Hilton and to document his enrichment from trusts and any information we can get on east bay. He wants to know if we can get someone in there to turn on Hilton. Like faith. He also finds record keeping in Hagerstown to be highly suspicious. He finds Hilton to be a "very bad guy, but they always trip themselves up by getting too greedy". Document anything re his financial records, way he lives, value of

house and taxes, travel, children, vacations, to be later compared by his declared income. I will work on my mata hari routine up here.

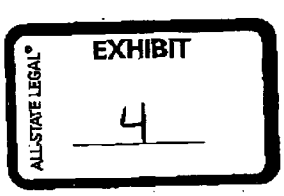
This document is highly confidential. Put it under another name like senior diego, the dog. I am serious. My lunch with don never happened by the way. He totally understands that it is confidential and he wishes to protect wem and his original intentions.

EST OF WEM 0443

William E. Murray

This document is meant to serve as a declaration of what my living circumstances and health care preferences are at this time. These decisions have been reached after much thought, a review with physicians and friends, and with no pressure from any of those individuals. I would like this document to serve both as a health care proxy and as a statement of how I wish to live the rest of my life, circumstances permitting, but this may be revoked at any time depending on those circumstances if I am of sound mind and relatively sound body.

1.) I wish to spend an equal amount of time in NYC at my residence at the Carlyle House with the balance spent in Charleston or other locations of my choice.
2.) As I have become older and infirm, I am increasingly subject to stress and upset. For that reason, I would like to spend at least half of my time alone, with my health care attendants. I do not wish to have another woman in my life other than Helen Flynn, merely time to be alone and reflect and see other friends, on a one to one basis, who may not be comfortable with Helen or she with them.
3.) Helen does cause me a great amount of anxiety and her constant presence leads to greater stress and subsequent ill effects upon my health. I have decided to focus a great amount of time on physical therapy, dexterity therapy, speech therapy, and a possible new course of medication that will require spending approximately 10 weeks in NYC for blood tests and monitoring. I wish to make an extreme effort to regain some strength and mental focus. It is my belief that I should do this alone without the distraction of emotional entanglements.
4.) I have seen a great change in Helen's health and enjoyment of life. I would be much more comfortable with her if she would take medication that has been prescribed and see a therapist to explore her depression and general distress that she has expressed. I strongly believe that she would be happier and that we would be happier in the time we spend together with hope for more time and happiness.
5.) To that effect, I would like to direct that my health care attendants report only to me or to those whom I designate. They are not house attendants and are there to serve my needs alone. I think that given Helen's general health, she should consider having her own part time attendant to assist her in her chores and shopping, appointments, etc. The situation as it stands is clearly not working and I am not willing to risk the comfort of my current arrangements, particularly in light of the stress of this focus on health improvement. I will also require that these attendants sign an agreement to a certain decorum of behavior, soberness, attendance, dress, and professionalism. They are, however, to report to me alone and are not to be distracted with household chores and other assistance.
6.) In light of my greater presence in NYC, I will designate certain people, as available and willing, to serve as my voice should I become disabled or infirm or hospitalized while in NYC. This will be a mix of medical and family members and is in no way meant as disrespect to Helen or other members of my family. I have considered these individuals at great length and trust that my [redacted] interests are their priority as well and that they fully understand my intentions. This will be covered in a formal health care proxy under separate documentation.



7.) All of these individuals are aware of my deep feelings for Helen and my concern that she be consulted in major decisions. Consulted or informed? What is his intent? Is he revoking Helen's health care proxy? If not, there will be problems and he needs to realize this. She will still assume she is in control and can call the shots. How about Hilton down here? Does that make sense with his travel, possible beginning distrust on WEM's part? I have spoken to him regarding having an advocate in both nyc and Charleston and he liked the idea. I mentioned you in nyc and me here in Charleston. An advocate to go to doctor apts with him, take notes, possibly implement what the doctor recommends in the way of therapy apts, etc. Helen had done (in a poor manner) all of this. I don't believe it should be in health attendants hands.

Ergo, my priorities are:

A.) [redacted] health care proxy with responsibility for medical decisions if I am unable to make them. I will be seeing some new doctors for their counsel and will embark on a regiment of intense physical therapy.

B.) I wish to make the Carlyle apartment comfortable and safe for my limited physical strength and agility. I have directed my daughter Elizabeth to make these changes with respect paid to the architectural specifications outlined by the firm of Scott Ageloff and Associates, AIA. I endorse their recommendations and wish for Elizabeth to carry out these specifications.

C.) I wish to have my medications monitored as well as changes in blood pressure, a record of food intake, and other physical symptoms that my attendants notice as well as sleep patterns, unsteadiness, etc. This will also be in accord with my physical therapy regimen. He needs to be specific about who will do this monitoring and recording. Otherwise, Helen will muscle herself in yet again. I am fine with doing his meds and being the point person down her for the guys to deal with. They are also fine with that.

D.) I would like Helen Flynn to acknowledge the above and assure her of my love and respect. I must do all that is in my power to increase my physical and mental agility and I am hoping that she will make a similar effort on behalf of her own health challenges so that we may be comfortable spending more time together that I am able to spend at this time due to the attendant stress and anxiety which it causes me.

_____

William E. Murray, Date Signed

Witnessed: _____

Witnessed: _____

EST OF WEM 0445

Witnessed: _____

Please note that a health care proxy will be provided for separately and that it will in full legal format. The agreement for the health care attendants will also be provided as an attached document when it is completed.

EST OF WEM 0446

This message has been scanned for known viruses.

From: MizLiz1011
To: pammurray1021@yahoo.com
Subject: Re: dad
Date: Thu, 16 Feb 2006 22:15:06 -0500

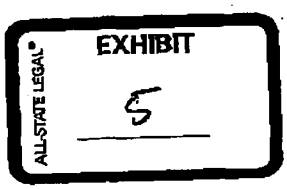
excellent letter, hope it sinks in one iota. i will see him tomorrow morning. very well composed but i don't know what is going on since i could not get together with him today as i was seeing him tomorrow. with dana, the pharmacologist

----Original Message----
From: Pam Murray <pammurray1021@yahoo.com>
To: Elizabeth Murray <MizLiz1011@aol.com>
Sent: Thu, 16 Feb 2006 18:10:09 -0800 (PST)
Subject: dad

FYI, sent to dad's office this afternoon.

Relax. Yahoo! Mail virus scanning helps detect nasty viruses!

EST OF WEM 0447



February 15, 2006

Dear Dad,

Just got off the phone with you and then Helen, who told me that her leaving you is now off – yet again. Not having spoken with you concerning this, I am bewildered. Everyone around you was **overjoyed** at Tuesday's news. Overjoyed because we all realize how detrimental Helen is in so many ways to your health, happiness and overall quality of life, which heretofore has not had much of a quality in it due to her presence and influence.

In the year I have been in Charleston, as well as all the many months I regularly visited you prior to moving, I have witnessed a decline in your health, your strength, your alertness, your ability to not be confused. What is remarkable, however, is that **all of these symptoms significantly reverse themselves when Helen is not present**, either due to your escape from her presence when you hide out at my home, or when she is out of town. I have seen this phenomenon too many times to regard it as a coincidence. Helen is clearly hazardous to your health.

About a month ago we had lunch at The Mustard Seed and we spoke of my concern over Helen's clear and distinct psychological decline. Dr. John told me last September that it is clear that Helen is decompensating – please see the following explanation from a medical dictionary:

> Decompensate (*v.*). A term used in psychiatry and related fields to describe the emotional and behavioral backlash that occurs when an individual *stops* consciously or unconsciously 'holding themselves together.' Usually occurs either after the person has passed the limit of their mental strength or has reached surroundings and/or company where the 'stiff upper lip' is no longer required.

It is also clear to so many of us concerned about you that Helen is highly unstable. This is due **in part** to her deep depression, for which she refuses to get treatment or take medication, further proof that she cannot makes appropriate decisions for her own health, much less yours. Her depression includes panic attacks, inability to sleep through the night, argumentativeness, forgetfulness, paranoia, and being generally unpleasant and rude to all around her. These psychological issues seriously impair her judgment and ability to make sound decisions as well as being unable to get along with others who are of assistance to you and/or love you.

Yet, despite all of this, you have chosen to allow her to be your Gatekeeper and the person who makes medical decisions on your behalf. Whether this is a conscious decision on your part, or not, it is a de facto decision. She has closed you off from your dear friends of many years who can now no longer reach you, either by telephone, or by letter. And, she regularly prevents Elizabeth, Brianna and me from talking directly to you by phone and seeing you in person. Dad, you have always been a social person who enjoys the company and stimulating conversation of others. This is now glaringly absent from you life.

Clearly, your decision to place her in this position was based at a time when Helen was in better mental health than she possesses now. It is time for you to revisit the wisdom of placing her in such a difficult position. She is very possessive of your time and attention, and enjoys power. Consequently, she is probably unaware of how compromised is her judgment. Severely depressed people are not able to perceive their mental decline. In addition, she would probably feel that she was letting you down to say that it is now too much for her, **if she is even able to realize this**. She needs someone to take care of her. When describing the situation to my doctor, he asked, "Who is taking care of her needs?" I responded, "No one."

Recently, you commented that you wanted to spend only a maximum of 50% of your time with Helen, and that if that posed problems and Helen left, that would not bother you. I just do not understand. If you need help packing her up and sending her on her way, help is available. She cannot say she has no place to go because she has plenty of money, six children, and an empty house at Meridian. These are simply excuses on her part because she wants you to tell her not to leave. In my medical reference, I also came across the definition of the Histrionic Personality Disorder which follows:

> Excessive emotionality and attention seeking characterize histrionic personality disorder (HPD). Individuals with HPD are **constantly seeking or demanding reassurance, approval, or praise from others**. Unlike people with dependent personality disorder, they actively pursue the attention of others through **dramatic, attention-seeking behavior**. They are most comfortable when they are the **center of attention**. Their emotionality seems to be inappropriately exaggerated, labile, and shallow, and they tend to have a global, impressionistic style of speech. They are seen by others as self-centered and lacking the ability to delay gratification. These patients are lively, dramatic, and, as the diagnosis implies, histrionic in style. Their **behavior is overly reactive and intense**. They are emotionally excitable

and crave stimulation, **often responding to minor stimuli with irrational, angry outbursts or tantrums. Their interpersonal relationships are impaired and they are perceived by others as shallow, lacking in genuineness, demanding, and very dependent.**
Their interpersonal relationships are usually stormy and ungratifying. Due to their dependence on the attention of other people, individuals with HPD are especially vulnerable to separation anxiety, and may seek treatment when they become intensely upset of the breakup of a relationship. Anxiety disorders such as panic disorder, with and without agoraphobia, are common presenting problems.

The above psychiatric problems, Decompensating and HPD, are just two that jumped out of me in their description. I did not go looking for problems or a diagnosis for Helen. These are in addition to what I outlined above regarding her depression. Helen has problems that need to be addressed for her happiness and well being, as well as yours. I feel you are allowing yourself to be in a severely compromised and dangerous situation. Helen is not stable.

Please consider these concerns of mine and give me a call.

Love,

Pam

EVANS, CARTER, KUNES & BENNETT, P.A.
115 Church Street
Post Office Box 369
Charleston, South Carolina 29402-0369
Federal I.D. #57-0979256

cc: James 2005

MR. WILLIAM E. MURRAY
C/O EAST BAY COMPANY, LTD.
215 EAST BAY STREET
SUITE 504
CHARLESTON, SC 29401

Page: 1
06/23/2005
Account No: 2003064-05
Statement No: 8

ESTATE PLANNING

Previous Balance $12,541.50

		Rate	Hours	
04/01/2005	EGB DRAFTING AFFIDAVIT AND OUTLINE FOR TRUST;	400.00	1.00	400.00
04/05/2005	EGB WORKING ON TRUST DRAFT;	400.00	0.50	200.00
04/13/2005	EGB FINALIZING CORRESPONDENCE AND TRUST;	400.00	2.00	800.00
04/20/2005	EGB TELEPHONE CONFERENCE WITH MR. SMITH RE: 2003 TRUST;	400.00	0.20	80.00
05/09/2005	EGB REVISING NON MARITAL AGREEMENT; REVISE TRUST; CORRESPONDENCE RE: TRUST;	400.00	2.00	800.00
5/10/2005	EGB REVISING DOCUMENTS FOR MR MURRAY;	400.00	1.00	400.00
5/30/2005	EGB REVISING AFFIDAVIT AND TRUSTEE APPOINTMENT INSTRUMENT;	400.00	1.00	400.00
	For Current Services Rendered		7.70	3,080.00

EXHIBIT 6

EST OF WEM 0451

MURRAY000671

EVANS, CARTER, KUNES & BENNETT, P.A.
115 Church Street
Post Office Box 369
Charleston, South Carolina 29402-0369
Federal I.D. #57-0979256

MR. WILLIAM E. MURRAY
C/O EAST BAY COMPANY, LTD.
215 EAST BAY STREET
SUITE 504
CHARLESTON, SC 29401

04/21/2005
Account No: 2003064-05
Statement No: 6

ESTATE PLANNING

	Previous Balance			$22,587.50
		Rate	Hours	
03/01/2005	EGB RESEARCHING;	400.00	0.75	300.00
03/03/2005	EGB REVIEWING TAX COMPUTATIONS; OFFICE CONFERENCE WITH MR. SMITH; WORKING ON OUTLINE OF PROPERTIES AND TRANSACTIONS;	400.00	3.75	1,500.00
03/04/2005	EGB RESEARCH RE: REMAINING ASSETS FROM C CORPORATIONS; CORRESPONDENCE RE: BASIS;	400.00	0.40	160.00
03/07/2005	THC REVIEWING ASSET INFORMATION; OFFICE CONFERENCE RE: PLANNING STEPS;	400.00	2.00	800.00
03/07/2005	RMK PLANNING CONFERENCE FOR MR. MURRAY WITH MR. BENNETT AND MR. CARTER;	350.00	2.25	787.50
03/07/2005	EGB CONFERENCE RE: ESTATE PLANNING; OUTLINING PLANNING ISSUES;	400.00	4.50	1,800.00

MR. WILLIAM E. MURRAY

04/21/2005

Account No: 2003064-05

Statement No: 6

ESTATE PLANNING

		Rate	Hours	
03/08/2005	GFP PREPARING ENTITY SUMMARIES; REVIEWING TAX RETURNS;	225.00	2.00	450.00
03/09/2005	EGB OFFICE CONFERENCE RE ENTITY OUTLINES;	400.00	0.20	80.00
03/09/2005	GFP PREPARING ENTITY SUMMARIES;	225.00	1.00	225.00
03/10/2005	GFP PREPARING ESTATE TAX ANALYSIS OF OWNERSHIP ENTITIES;	225.00	4.00	900.00
03/14/2005	EGB REVISING AGREEMENT WITH MS. FLYNN; TELEPHONE CONFERENCE WITH MR. SMITH;	400.00	2.00	800.00
03/17/2005	EGB REVISING AGREEMENT; CORRESPONDENCE TO MR. SMITH RE: AGREEMENT; CORRESPONDENCE TO MR. SMITH RE: OUT OF STATE TRANSFERS;	400.00	2.00	800.00
03/17/2005	GFP REVISING ENTITY SUMMARIES, CONSIDERING VALUATION ISSUES;	225.00	3.50	787.50
03/18/2005	THC OFFICE CONFERENCE;	400.00	0.20	80.00
03/18/2005	EGB REVIEWING TRUST; TELEPHONE CONFERENCE WITH MR. SMITH; OFFICE CONFERENCE RE: TRUST TELEPHONE CONFERENCE WITH MR. SMITH; TELEPHONE CONFERENCE WITH JUDGE CONDON; OFFICE CONFERENCE RE: RESEARCH;	400.00	0.50	200.00
03/22/2005	GFP RESEARCHING NOTICE REQUIREMENT TO TRUST BENEFICIARIES;	225.00	2.50	562.50
03/23/2005	GFP TELEPHONE CONFERENCE RE:	EST OF WEM 0463		

MR. WILLIAM E. MURRAY

Account No: 2003064-05
Statement No: 6

ESTATE PLANNING

		Rate	Hours	
	NOTICE ISSUE, FURTHER RESEARCHING SAME;	225.00	1.00	225.00
03/24/2005	EGB RESEARCHING RECENT LIMITED PARTNERSHIP CASE; OUTLINING BONGARD CASE VIS A VIS 2036 AND NEW LAW IN PARTNERSHIP AREA;	400.00	3.50	1,400.00
03/25/2005	EGB OUTLINING PARTNERSHIP CASES;	400.00	0.30	120.00
03/28/2005	EGB TELEPHONE CONFERENCE WITH MR. SMITH; TELEPHONE CONFERENCE WITH MR. MEDLIN; OFFICE CONFERENCE RE: RESEARCH;	400.00	0.40	160.00
03/28/2005	AWC REVIEWING PROBATE CODE RE: TRUST/ASSIGNMENT;	210.00	0.40	84.00
03/29/2005	EGB RESEARCH; OFFICE CONFERENCE RE: SECTION 2038; CORRESPONDENCE RE: TRUSTS;	400.00	0.30	120.00
03/31/2005	EGB TELEPHONE CONFERENCE WITH MR. MURRAY AND MR. SMITH; OFFICE CONFERENCE RE: TRUST;	400.00	0.50	200.00
	For Current Services Rendered		37.95	12,541.50

Recapitulation

Timekeeper	Hours	Rate	Total
T.HEYWARD CARTER,JR.	2.20	$400.00	$880.00
ROBERT M. KUNES	2.25	350.00	787.50
EDWARD G. R. BENNETT	19.10	400.00	7,640.00
ANDREW W. CHANDLER	0.40	210.00	84.00
GRAEME F. PHILP	14.00	225.00	3,150.00

Total Current Work 12,541.50

MR. WILLIAM E. MURRAY

Account No: 2003064-05
Statement No: 6

ESTATE PLANNING

		Payments	
04/18/2005	REGULAR PAYMENT #6966		-12,587.50
	Balance Due		$22,541.50

PAMELA M. STACK
Independent Beauty Consultant

Helen

MARY KAY®

1) Common law Wife Agreement

2) Dementia -

3) Possessions at Vendue
life estate in personal property.

4) Right to inspect house

Can est be compelled to pay legal fees to protect interests of heirs

Clause about contesting will -
valid lawsuit

Contents of house → right to catelogue.

~~bill~~ Who decides who will be the executor.

EXHIBIT
7
ALLSTATE LEGAL®

Issues – In General

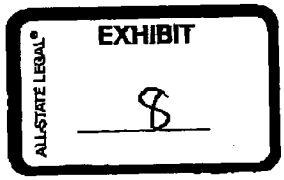
1. Who does he represent?
2. William Edwards Murray (WEM) competency – changeable?
3. To what extent do we have power as a unit of 3 vs. Catherine and Hilton?
4. Can WEM's estate be compelled to pay legal fees to protect the interests of the devisees in the will?
5. In Terrorem clause in WEM's will?

Issues – Hilton Charles Smith (HCS)

1. If HCS is removed as trustee, how do we proceed to have him removed as personal representative (PR)? Is it a preemptive situation?
2. If HCS is not allowed to serve as PR (by the court), then how is the replacement PR to be determined?
3. HCS's refusal to serve as PR if there is a co-PR.
4. How can we compel a forensic audit of East Bay Company, Ltd.?
5. Unjust enrichment? Compensation? Restitution?
6. How does HCS's potential lack of fiduciary capacity effect his ability to serve as trustee for the East Bay Irrevocable Trust?
7. HCS's violation of statute with regard to the East Bay Irrevocable Trust.
8. Conversion of assets, i.e., house to Catherine Smith (CPMS).
9. Deliberate legal evasion, i.e., HCS Family Trust.
10. Note regarding the Estate of Minnie Holmes Murray (MHM).
11. Superiority of will, ex. Buy out price of East Bay Company, Ltd.
12. Medical power of attorney
13. How do we act quickly?
14. Durable power of attorney.

Issues – Helen Rae Flynn (HRF)

1. Common law wife agreement enforceability.
2. Dementia
3. Life estate interest and its effect on personal property in the residence? Right to catalog?
4. Right to inspect the residence during HRF's life tenancy?



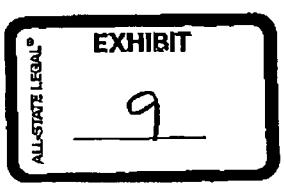
WILLIAM E. MURRAY
ONE VENDUE RANGE
CHARLESTON, SC 29401

1.) My daughter, Elizabeth, may remove articles from a locked closet in Room 52 at The Inn at Quogue, or items that were stored there previously, and various other personal and msl. artwork, accessories, and furniture that she used to enhance the appearance of the Inn when she worked there 1999-2002/ She will provide an accounting to me of thesse removed items and will ote any missing items that she had left there. I have asked Theresa Fontana and any other staff to assist her in any way.

2.) Elizabeth is to receive the prinicipal sum of on or about $117K plus interest as charged on her charge card and cash advance accounts less payments made thereon as evidenced by receipts rendered and examined by me and James Ma previously in March, 2003 per the excel accounting prepared by Pamela Murray. Such payment shall items purchased for or used by the Inn and cash advances and past due payroll from the summer of 1999 and one $5,000 payment that was erroneously credited twice to my account on behalf of restaurant expenditures. I have also made payments on this liability, as noted in my statement of 4/07/00, at the rate of $2,000 /month which began in January 2006 after her completion of design school. I also noted these payments and liability in a recent notorized statement. These monies will be paid out of the monies due to me at the closing of the Inn at Quogue sale which should be sold in the next 60 days. i will accept the accounting as rendered by Pamela Murray and will then receive all receipts as outlined in the books originally rendered for payment of same.

3.) Elizabeth thereby, by virtue of payment of amounts due and interest paid thereon, and in recognition of those monies paid by me on her behalf for her support and tuition and supplies for NYSID and for the tuition paid on behalf of her daughter, Elspeth,, waives any and all claim to the proceeds of The Inn at Quogue on account of any interest therein upon full payment of #2 and receipt of items or their value in #1.

4.) I also recognize that i had committed to spend approximately $12-15K on decorating the house at 1365 Brianna Lane in Charleston and that Elizabeth thereby expended personal monies and brought personal items to that residence in reliance upon my offer to gift that property and the furnishings therein subject to her permitted use as a guest house for East Bay Company when she was not using it, subject to



their covering of all expenses and carrying costs thereon. She spent considerable time planning this refurbishment and furnishing above and beyond a perfunctory job. I hereby agree to either gift her this house, free and clear, or i originally stated, or reimburse her for her expenses and fees for her work over and above what was repaid from an operating account held by Pamela. I also agree to procure repayment of a $500 payment that was cashed by my daughter Brianna for work that was not performed.

5.) Elizabeth has also expended various monies on behalf of work, purchases, and repairs done at my residence at 50 East 77th Street, New York, and although the bulk of these purchases were paid for, finish up work and additional items requested and repairs made have not been reimbursed as of yet. Upon the rendering of an accounting of same to be reviewed, I will pay those monies due to her within 15 days.

6.) I understand that various papers that were subpoenaed for Elizabeth's divorce settlement were withheld from her in my residence in New York City, to my regret.

I also understand that the withholding of those papers resulted in inaccurate numbers accepted for the basis of ongoing maintainance, past maintainence, and legal fees as well as expenses and tax refunds due her that were awarded to her husband in lieu of evidence to the contrary.

a.) past maintainance of$3K/month x 8 months through 6/07
$24,000

b.) doorman Christmas tips, 2006
1,000

c.) Legal fees awarded by Judge Beeler from marital funds
20,000

d.)allocation of $70K and $12 K in ongoing educational expenses for Elspeth
82,000

e.)Wolfman legal fees for order, subpeona, and bench warrant.
3,000

Total
$125,000

I hereby commit to reimburse her for the expenses she has had and will incur in her divorce settlement as a result of these actions as outlineed above and misrepresentations in which i have unknowingly been a part of by virtue of others' use of my records and misrepresentations made on my behalf. This amount may be paid off in full at the closing of the Inn at Quogue or will be reimbursed at the rate of $3K

per month or payment of same will be substituted by transfer of mutually acceptable property so that she may be made whole in her divorce proceedings.

This constitutes a full total of all financial representations and accountings and satisfaction thereof.

William E. Murray, _____

_____

DATE_____ Witnessed by:_____

STATE OF SOUTH CAROLINA

PROBATE COURT

COUNTY OF CHARLESTON

IN RE: THE ESTATE OF WILLIAM EDWARDS MURRAY,

Deceased,

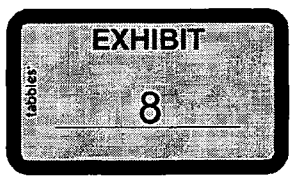
CASE NO. 2007-ES-10-0116

DEPOSITION OF: ELIZABETH E. MURRAY

DATE: December 9, 2014

TIME: 9:03 AM

LOCATION: Law Offices of
HOOD LAW FIRM, LLC
172 Meeting Street
Charleston, SC



TAKEN BY: Counsel For the Estate of
William E. Murray

REPORTED BY: Roxanne M. Easterwood;
Registered Professional Reporter

VIDEOGRAPHER: Nick Stello

A. WILLIAM ROBERTS, JR., & ASSOCIATES

Fast, Accurate & Friendly

Charleston, SC (843) 722-8414
Hilton Head, SC (843) 785-3263
Myrtle Beach, SC (843) 839-3376
Columbia, SC (803) 731-5224
Greenville, SC (864) 234-7030
Charlotte, NC (704) 573-39194

(A recess was taken.)

VIDEOGRAPHER: We are back on the record. The time is 11:31 a.m. This is the beginning of video number two. Please proceed.

BY MR. HOOD:

Q. So you were present when the police arrived?

A. Absolutely.

Q. And the EMS?

A. Yes. The police called the EMS, not I.

Q. What did you tell them?

A. I told them what my father had said to me.

Q. And you have told us --

A. And I had -- I had tape recorded it so that there would be no question about the voracity of my statement.

Q. And where is the tape recording?

A. The Slotchivers have it. And they had it, whatever, where it's put down on paper.

Q. Transcript?

A. Transcript, yes.

Q. And that's been produced to us?

A. I believe so, yes.

Q. Well, if it has we don't know it has.
A. You're welcome to it.
Q. Well, yes, we are. And it should have been produced so I can ask you about it today, and that's something we'll have to reconvene about.
So you recorded this conversation with the policeman, correct?
A. No. I recorded the statements that my father made to me requesting that I get him out of there, that he felt that he was in danger, that he wanted water, that he wanted to go to the hospital.
Q. And the recording are the words of your father?
A. Absolutely.
Q. And you have that recording?
A. I don't have the recording.
Q. Your lawyer has it?
A. My lawyer has it, yes.
Q. Okay. How long is the recording?
A. It goes -- it's while I'm talking to my father. There are various people talking to my father, and then it takes back up in the hospital when he's talking to us.
Q. And why did you cut the recording off?

A. I didn't cut the recording off. My father would fall asleep. I wasn't recording him sleeping.

Q. I see. And when the EMS came did you record that interchange as well?

A. I don't recall.

Q. And then they put him on a stretcher?

A. Yes.

Q. Put him in an ambulance and took him to the emergency room?

A. Yes. And he specifically directed that he not go to the University of South Carolina Medical Center, that he go to Roper. And he refused to have Helen ride in the ambulance with him, and he asked me to ride with him.

Q. And that's on your recording?

A. No. It's in the records of the EMS, I would imagine.

Q. Now, Helen was who?

A. Helen was the woman that my father was living with.

Q. And her last name?

A. Flynn.

Q. Helen?

A. Flynn.

Liz to Patti/Joe
10/22/06

if you could have them by wed that would be wonderful. i am much happier to have it in your own language but perhaps my "letter" will assist you in what the court would be looking for. they are basically looking to justify not putting the blame of what hilton got by daddy's signature. the only thing that is totally separate is theresa, and we know how she got that... can't plea him off of that one but the court will let there be restitution because of lack of judgment and undue influence, i believe. ah, the power of pussy.

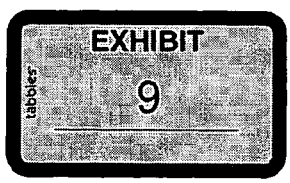
can you believe i just said that? thanks liz
Fax number 212-628-8978 let me know when it is coming.

-----Original Message-----
From: Patlb1969@aol.com
To: MizLiz1011@aol.com
Sent: Sun, 22 Oct 2006 9:51 PM
Subject: (no subject)

Hi Liz,

Joe and I read your email and attachments and we have decided to do our own separate letters. When do you need them?

Patti



My wife and I have been working for Mr. William Murray, my wife since January of 2006, 5 nights a week for 12 hour shifts and myself for since June of 2006, 4 day shifts at 12 hours each. I been working started working for him when he entered HealthSouth and I covered my wife's shifts when she had to go out of town and then starting working the alternate shifts as available. His former primary caretaker, a guy named Sonny, had been let go for not showing up, drunkenness, and other misdeeds, including large sums of money going missing. This is what I heard but my wife witnessed discussions of this and I have met this individual and believe it to be true because of his behavior since then.

Mr. Murray, when I started working for him in the hospital, after having interviewed with him previously, was in very bad shape. He was frightened that he was in a nursing home but was totally "out of it" for many hours a day, up to 16-18 hours a day sleeping or semi-conscious. His sleep patterns were erratic and he was very weak and confused. He also seemed to be hungry a lot and his daughters Brianna, Pam, and Elizabeth visited each day despite that Brianna was studying for the law boards and Pamela had a full time job. Elizabeth came down from NYC and extended her stay when he was advised to stay over the two weeks originally specified. They were generally there for about six hours a day each and brought him things that he needed, read to him, and massaged his feet and legs and tried to entertain him when he was conscious. He was really unable to talk most of the time and was not making sense. His other daughter Catherine, who lives in Charleston, visited once or twice and stayed briefly. His son-in-law came once to have him sign some papers and once again with his son on his way to Summerville, a nearby town that was just past North Charleston, where the hospital was located.

My wife is the most trusted night person that Mr. Murray has and has been successful in getting him to wear his C-Pack for breathing and to take his pills. He has selected me to play that role during the day and has several other attendants who fill in on the weekend. Both of us have very intimate contact with Mr. Murray, due to his physical and mental limitations, and we try to preserve his dignity yet keep him safe. I personally have been very concerned about

the influence on certain people on his decision making. I know that his companion, Helen, and his son-in-law, Hilton, while both appearing to want to best for him, have induced him to make decisions that I don't think he would make at more coherent times of the day or in other frames of mind when he is clearer in his head. I try not to listen to private conversations but I am very concerned about Mr. Murray being badgered at times of the day when he is lacking in what I would term mental capacity. I was a medic in the services and my wife is a CNA so we are trained to observe certain mental symptoms and problems.

Mr. Murray, while sharp for short periods, has longer periods of time when he is unable to understand money and amounts, and the effects of decisions he makes. He can be very bull-headed and focused on certain things but can be convinced of things that are not entirely rational and that are against his best interests. His companion and son-in-law seem to be very close and have been trying to limit access to and from his other children, whom I believe have his best interests, safety, and health in the forefront of their concern. They are regularly villified to him by the other two and his daughter Catherine, who rarely visits but makes phone calls to Helen. I believe that they are trying to interfere with his other daughter's close relationship with and caring for him, including taking him out of the house, cooking for him, shopping for him, and giving him affection and concern. They are also denied access to information about his health care and with each day Mr. Murray is increasingly convinced that they are the "enemy" and that they are trying to take his money away from him. The ones that actually seem to be living well off of his wealth are Helen, his companion, and Hilton and Catherine, his son-in-law and other daughter.

We are both extremely concerned for his well being, both medically and mentally. He is highly confused, often does not know where he is, what amounts certain money represent or what things cost, and signs papers at times of confusion when he is unable to read them due to the size of the print and spacing. He has cataracts and macular degeneration, is incontinent, and is becoming weaker daily so far as any ability to walk. His three daughters whom I

Subject: <no subject>
Date: Sunday, October 22, 2006 7:57 PM
From: mizliz1011@aol.com
To: <patlb1969@aol.com>

it is hard to write down but please start editing it and changing it to your satisfaction and comfort. i am also going to attach mine, which is more of a time line. pam will send you hers as well. we are presenting these to the court to convince them that WEM should not be charged for criminal conduct when he signed stuff that hilton benefited from that were charitable trusts.

we also hope to have him declared incompetent or of diminished capacity and to remove the power of attorney and health proxies that have been put into place. this will happen later but this might be used to assist in that process. you may ask that it not be used for that reason but it would be used to excuse him from other charges. the only one that he can't escape is something connected to Theresa that she had him sign for her schooling. if you want to mention her attempt to stay at the hospital for those two nights and undue influence that would be very helpful but any connection you see with hilton and her would be helpful as well. he is very vulnerable to her making him feel like a man again and has compromised him terribly. this is the one charge that we are having trouble with and you might refer to her in terms of what you saw in nyc with sonny and her visits down to charleston, etc. but only if you are comfortable with that.

please feel free to change any language and information that i presented incorrectly. this is a start for you to make it easier to complete and please do not feel compelled to agree with any of the statements.

thanks from the bottom of my heart. i am so worried for him and my ability to deal on his behalf is severely compromised unless i refuse to answer in court, for which i could be held in comtempt. i am hanging tough but it is getting very difficult unless i can get him declared not responsible for certain actions. xoxo liz

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Check out the new AOL <http://pr.atwola.com/promoclk/1615326657x4311227241x4298082137/aol?redir=http%3A%2F%2Fwww%2Eaol%2Ecom%2Fnewaol> . Most comprehensive set of free safety and security tools, free access to millions of high-quality videos from across the web, free AOL Mail and more.

**********MEMORANDUM**********

To: **William E. Murray**

From: **Joe and Patti Pridgen**

Subject: **Alleged Letter Written by Joe and Patti Pridgen Pertaining to William E. Murray's Physical and Mental Health**

Date: **March 2, 2007**

We, Joe and Patti Pridgen deny writing this letter and state that Mrs. Elizabeth Murray is responsible for this letter.

On several occasions Mrs. Elizabeth Murray tried to persuade either, or both of us to support and sign said letter.

Both of us refused to sign said letter. In addition, I informed Mr. Murray, Mr. Smith and Mrs. Flynn of the actions of Mrs. Elizabeth Murray.

Respectfully,

Joe Pridgen

Joe Pridgen and Patti Pridgen

No. No. 5116 P. 1
Feb. 27. 2010 5:25PM EAST BAY COMPANY
MURRAY000690
EST OF WEM 0676

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Comp. Rec'd

My wife and I have been working for Mr. William Murray, my wife since January of 2006, 5 nights a week for 12 hour shifts and myself for since June of 2006, 4 day shifts at 12 hours each. I been working started working for him when he entered HealthSouth and I covered my wife's shifts when she had to go out of town and then starting working the alternate shifts as available. His former primary caretaker, a guy named Sonny, had been let go for not showing up, drunkenness, and other misdeeds, including large sums of money going missing. This is what I heard but my wife witnessed discussions of this and I have met this individual and believe it to be true because of his behavior since then.

Mr. Murray, when I started working for him in the hospital, after having interviewed with him previously, was in very bad shape. He was frightened that he was in a nursing home but was totally "out of it" for many hours a day, up to 16-18 hours a day sleeping or semi-conscious. His sleep patterns were erratic and he was very weak and confused. He also seemed to be hungry a lot and his daughters Brianna, Pam, and Elizabeth visited each day despite that Brianna was studying for the law boards and Pamela had a full time job. Elizabeth came down from NYC and extended her stay when he was advised to stay over the two weeks originally specified. They were generally there for about six hours a day each and brought him things that he needed, read to him, and massaged his feet and legs and tried to entertain him when he was conscious. He was really unable to talk most of the time and was not making sense. His other daughter Catherine, who lives in Charleston, visited once or twice and stayed briefly. His son-in-law came once to have him sign some papers and once again with his son on his way to Summerville, a nearby town that was just past North Charleston, where the hospital was located.

My wife is the most trusted night person that Mr. Murray has and has been successful in getting him to wear his C-Pack for breathing and to take his pills. He has selected me to play that role during the day and has several other attendants who fill in on the weekend. Both of us have very intimate contact with Mr. Murray, due to his physical and mental limitations, and we try to preserve his dignity yet keep him safe. I personally have been very concerned about the influence on certain people on his decision making. I know that his companion, Helen, and his son-in-law, Hilton, while both appearing to want to best for him, have induced him to make decisions that I don't think he would make at more coherent times of the day or in other frames of mind when he is clearer in his head. I try not to listen to private conversations but I am very concerned about Mr. Murray being badgered at times of the day when he is lacking in what I would term mental capacity. I was a medic in the services and my wife is a CNA so we are trained to observe certain mental symptoms and problems.

Mr. Murray, while sharp for short periods, has longer periods of time when he is unable to understand money and amounts, and the effects of decisions he makes. He can be very bull-headed and focused on certain things but can be convinced of things that are not entirely rational and that are against his best

No. No. 5116p. P. 2
Feb. 27. 2010 5:26PM EAST BAY COMPANY
MURRAY000691
EST OF WEM 0677

interests. His companion and son-in-law seem to be very close and have been trying to limit access to and from his other children, whom I believe have his best interests, safety, and health in the forefront of their concern. They are regularly villified to him by the other two and his daughter Catherine, who rarely visits but makes phone calls to Helen. I believe that they are trying to interfere with his other daughter's close relationship with and caring for him, including taking him out of the house, cooking for him, shopping for him, and giving him affection and concern. They are also denied access to information about his health care and with each day Mr. Murray is increasingly convinced that they are the "enemy" and that they are trying to take his money away from him. The ones that actually seem to be living well off of his wealth are Helen, his companion, and Hilton and Catherine, his son-in-law and other daughter.

We are both extremely concerned for his well being, both medically and mentally. He is highly confused, often does not know where he is, what amounts certain money represent or what things cost, and signs papers at times of confusion when he is unable to read them due to the size of the print and spacing. He has cataracts and macular degeneration, is incontinent, and is becoming weaker daily so far as any ability to walk. His three daughters whom I mentioned, have tried to assist in setting up physical therapy, speech therapy, occupational therapy, and mental stimulation beyond TV but they are fought against in many ways and often call me in frustration and distress. The irrationality can even extend to small things, like taking water with his pills and activities that are not appropriate with his physical distress. Mornings and Late Afternoon are the times of his greatest mental weakness and he is often kept on long conference calls and then asked to sign papers. My wife and I both have high regard for him and have affection for him as we have seen him at his best in addition to his worst. We both fear for his safety in his present circumstances and feel that the three daughters with least access wish him nothing but increased health and independence with dignity. We also are both concerned that the Health Proxies are held by Helen Flynn and Hilton Smith, who seem to have other priorities in mind when attending to health issues.

We are making this statement out of concern for Mr. Murray and in hope of making his few remaining years less stressful and safer for him. We are both concerned about his precipitous decline, which we feel could be alleviated by better care. We also feel that he is easily and badly influenced to sign papers and make decisions at times of day and under circumstances that are not appropriate. We fear that the alienation of his other children will have a significant and bad effect on his health and well-being. I know that they are trying to protect him from making decisions against his best interests but he is being convinced that they wish him harm.

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF CHARLESTON	)	C/A No. 2007-ES-10-1116
	)	
IN THE MATTER OF: WILLIAM E. MURRAY	)	**AFFIDAVIT OF MAHRI GIVERS**

PERSONALLY APPEARED BEFORE ME, Mahri Givers, who after being duly sworn, deposes and says as follows:

1. I am a citizen and resident of Bernalillo County, New Mexico.

2. I am over the age of eighteen and I am competent to make these statements.

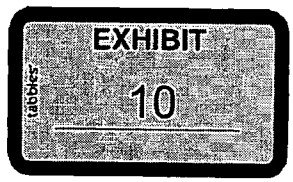
3. I have personal knowledge of the matters contained herein.

4. I was employed by William E. Murray between 1987 and 2000 as his legal secretary and executive assistant.

5. I was a notary qualified in New York County during the time of my employment with him.

6. I have been informed that William E. Murray's daughter, Elizabeth Murray, has filed petitions for the allowance of two of her creditor's claims with the Charleston County Probate Court and one of these claims has to do with a debt William E. Murray allegedly owed under a 1980 Settlement Agreement to the Estate of his deceased wife, Minnie Holmes Murray.

7. During the second half of 1989, Mr. Murray had a meeting in his office with his three daughters, Pamela, Elizabeth and Catherine Murray, along with his son-in-law, Hilton C. Smith, Jr. During the meeting, Mr. Murray informed them that he would



not honor the Settlement Agreement with their mother's estate and would not pay the alleged debt thereunder.

8. During my employment as Mr. Murray's legal secretary, Mr. Murray dictated to me and I typed and notarized several of his Last Wills and Testaments and Codicils. Mr. Murray drafted his own Last Wills and Testaments and Codicils. No attorneys he knew and worked with or any other attorneys drafted his Last Wills and Testaments and Codicils during my employment. Mr. Murray never included the debt he allegedly owed to the Estate of Minnie Holmes Murray in his Last Wills and Testaments and Codicils and he never had a provision for it in these documents. At no time did he indicate in all of these Last Wills and Testaments and Codicils that he intended for his Estate to pay any alleged debt related to the 1980 Settlement Agreement.

9. From 1987 to 2000, I never saw any of Elizabeth Murray's "Dear Daddy" letters written or dated during the course of my employment as Mr. Murray's legal secretary. I never received or saw any notices, requests, or demands for payment of the alleged debt that were sent to Mr. Murray's office by mail, hand-delivery, fax, or any other courier service. During my employment, Mr. Murray mentioned to me that he did not owe Elizabeth Murray any money related to the alleged debt of the Estate of Minnie Holmes Murray.

10. In 1998, also during my employment with William E. Murray, Elizabeth Murray redecorated Mr. Murray's office in New York. She had access to Mr. Murray's office along with her subcontractor. While Elizabeth Murray was redecorating Mr. Murray's office she broke the lock on his desk drawer and made a copy of Mr. Murray's Last Will and Testament. I know Elizabeth Murray removed Mr. Murray's Last Will and Testament and made a copy because the lock was broken when she left and it was not

broken prior to her arrival. The key to Mr. Murray's locked drawer was in his middle drawer. In addition, the Will was returned to Mr. Murray's previously locked drawer unstapled and incorrectly filed after Elizabeth Murray left Mr. Murray's office.

11. During the course of my 13 years of employment as William E. Murray's legal secretary and executive assistant, Mr. Murray was a practicing attorney, he was fully engaged in real estate investment activities as a businessman/investor, and he was in charge of several charitable trusts/foundations as Chairman. I witnessed and notarized Mr. Murray signing and initialing letters and documents regularly and on a daily basis. After taking a close and careful look at the "Dear Daddy" letter dated February 9, 2006 in the upper right hand corner, there is no doubt in my mind it is not his signature. Mr. Murray never signed his name with a marker, he never underlined or put a stroke under his signature, and he never signed any documents I witnessed with "agreed".

Affidavit of Mahri Givers
C/A No. 2007-ES-10-1116

FURTHER THE AFFIANT SAYETH NOT.

Mahri Givers

SWORN TO AND SUBSCRIBED before me this 10th day of March 2015.

NOTARY PUBLIC FOR NEW MEXICO
MY COMMISSION EXPIRES:

OFFICIAL SEAL
MARGARET L O'DANIEL
Notary Public
State of New Mexico
My Comm. Expires 2-19-16

Roper Hospital
316 Calhoun Street
Charleston, SC 29401
(843)724-2010 F 724-1953

Emergency Department Chart

Patient Name: MURRAY, WILLIAM E.	Account Number: 0720701281
Medical Rec. Number: 000551383	Birthdate: 09/01/1925
Visit Date: 07/26/2007 20:11	Primary MD: Patient has no PCP

Vital Signs/Data

Time	Temperature	Pulse	Respiration	Blood Pressure	Pulse Oximetry	Pain
19:43 20:04	99.8 F Rectal	59 /min	14 /min	186/69 mm hg. 187/71 mm hg. Supine	98%	
21:21		54 /min	14 /min	180/70 mm hg.	98% on 2 liter/min	
22:58		55 /min	14 /min	175/68 mm hg.		

Allergies

No known allergies (MSP3 07/26/2007 19:43)

Chief Complaint

Dehydration (MSP3 07/26/2007 19:43)
Complains of muscle weakness (MSP3 19:43)

Pre-Hospital Treatment

Patient transported by Charleston County EMS. (MSP3) 07/26/2007 19:43

EXHIBIT
tabbies
11

Emergency Department Chart

Patient Name: MURRAY, WILLIAM E.	Account Number: 0720701281
Medical Rec. Number: 000551383	Birthdate: 09/01/1925
Visit Date: 07/26/2007 20:11	Primary MD: Patient has no PCP

Triage

3 Urgent (MSP3 07/26/2007 19:43)
Last Tetanus unknown. (MSP3 22:10)
No language barrier. (MSP3 19:43)
Lethargic. (MSP3 19:45)
Oriented to person. (MSP3 19:45)
LOC: Pt conscious and able to understand but unable to speak in sentences at this time. Pt was able to speak first name.. (MSP3 19:45)
Poorly responsive. (MSP3 19:53)
Orientation: Pt tries to answer questions. Pt was able to tell me his first name. (MSP3 19:53)
Due to the increase in domestic violence, we ask all patients: Are you being hurt, hit, or frightened by anyone at home or in your life? (MSP3 07/27/2007 00:57)
Domestic violence survey not applicable to this elderly patient. (MSP3 00:57)
Chronic problem. (MSP3 07/26/2007 19:43)
History comes from patient. (MSP3 19:43)
Unable to give adequate history. (MSP3 19:53)
Brought in for evaluation by family 2 oldest daughters. (MSP3 19:53)
Onset of symptoms: . (MSP3 19:53)
Altered mental status lasted intermittently stable. (MSP3 19:53)
HIV status unknown. (MSP3 19:53)
Noted right and left sided weakness. (MSP3 19:53)
Noted orthostatic dizziness. (MSP3 19:53)
Complains of urinary symptoms including very dark urine. Pt is wearing a condom cath. . (MSP3 19:53)
Recent decreased PO intake. (MSP3 19:53)
Other pertinent history includes BP is fluctuating. Pt has not taken meds in 4 days. . (MSP3 19:53)
Patient has no history of tobacco use. (MSP3 22:10)
Patient denies use of alcohol. (MSP3 22:10)
Patient denies illicit drug use. (MSP3 22:10)
Patient is single. (MSP3 22:10)
Patient's support mechanism includes family. (MSP3 22:10)
Patient's support mechanism includes legal guardian. (MSP3 22:10)
Patient lives with Significant other who is also POA. (MSP3 22:10)
Patient has a living will. (MSP3 22:10)
Patient has a durable power of attorney for health care. (MSP3 22:10)
Patient is triaged directly to Main ER. (MSP3 19:43)

Height/Weight

Hgt: 72 inch (MSP3 07/26/2007 19:43)
Wgt: 72.7 kg (MSP3 19:43)

Current Medications

Patient is on medications. (MSP3 07/26/2007 19:43)

Nursing Assessment

GENERAL
Uncomfortable. (MSP3) 07/26/2007 19:53

MENTAL STATUS
Thin build. Appearance: Pt has advanced stage parkinsons. . Behavior: Pt unable to answer questions at this time. . Lethargic. Lethargic. Poorly responsive. Oriented to person. Cannot bear weight to walk. Pt under hospice care for one month. (MSP3) 07/26/2007 19:53

Roper Hospital
316 Calhoun Street
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(843)724-2010 F 724-1953

Emergency Department Chart

Patient Name: MURRAY, WILLIAM E.	Account Number: 0720701281
Medical Rec. Number: 000551383	Birthdate: 09/01/1925
Visit Date: 07/26/2007 20:11	Primary MD: Patient has no PCP

Nursing Assessment

NEUROLOGIC
Nonverbal. Tongue midline. (MSP3) 07/26/2007 19:53

SKIN
Normal skin color. Skin is warm. Normal skin moisture. Skin breakdown noted over sacrum stage 3. Normal skin color. skin turgor-slight tenting Skin is warm. Normal skin moisture. Skin breakdown noted over sacrum stage 3. A small area of ecchymosis is noted over the right maxillary area. Exam of the sacrum and coccyx reveals stage 3 decubitus ulcer that reveals some stages of healing although the lifelong partner states "it looks worse today". Pt appears to be well taken care. Pt daughters states that "the patient wishes to change his POA and his wishes concerning his health issues". The patient was unable to express to me his concerns when asked. EMS states "patient stated take me to the hospital". (MSP3) 07/26/2007 19:53

HEENT
slight blood blister on lower lip. Moist mucous membranes. Normal tongue. Hearing unable to assess hearing due to patients lack of response.. (MSP3) 07/26/2007 19:57

PULMONARY
No acute respiratory distress. Shallow respirations noted. Slow respirations: 12-13. Lungs clear and bilateral breath sounds equal. (MSP3) 07/26/2007 19:53

CARDIAC
Bradycardic. Hypertensive. Bradycardic. Hypertensive. (MSP3) 07/26/2007 19:53

ABDOMINAL
Normal non-distended abdomen. (MSP3) 07/26/2007 19:57

GU
Foley catheter present. condom cath with dark, odorless urine with 375cc upon admission to er. (MSP3) 07/26/2007 19:57

Nursing Continuation Notes - Refer to Order

Transferred from ambulance stretcher to bed # 15. Pt presents with eyes closed and mouth open. Pt a mouth breather. Pt tries to answer questions but unable to speak loud enough or clear enough. (MSP3 07/26/2007 19:43)
Pupils equal. (MSP3 19:45)
Nonverbal. (MSP3 19:45)
Weakness noted right and left upper extremity. (MSP3 19:45)
Weakness noted right and left lower extremity. (MSP3 19:45)
No seizure activity. (MSP3 19:45)
Currently observing patient (MSP3 19:45)
Receiving NS 0.9% @ 125ml/hr (MSP3 19:45)
No complications noted (MSP3 19:45)
RN intervention: Propped on side due to stage 3 ulcer. Cleaned patient after loose stool bowel movement. . (MSP3 19:45)
2 liters/min O2 (MSP3 19:53)
Pt POA has legal paperwork for patient stating patient wishes. This paperwork given to Dr. Rodelsperger. (MSP3 20:15)
Debbie Graff Nursing Supervsior notified of plan of care here in the ER recommended byDr. Rodelsperger. Dr. Rodelsperger has spoken to all parties involved to include the family physician Dr. Kenneth Bergemann 704-516-8795. (AW3 21:42)
STAFF HAS PROVIDED PT'S FAMILY/INTERIM HOSPICE STAFF WITH INTERVENTIONS TO DECREASE CONFLICT BETWEEN PARTIES AND HELP KEEP CARE FOCUSED ON PT NEEDS/DESIRES. PRIVATE TIME PROVIDED ALL PARTIES INVOLVED FOR ACCESS TO PT. FAMILY ROOM UTILIZED FOR DISCUSSION INVOLVING PT CONFIDENTIALITY/TREATMENT. ALL PARTIES ENCOURAGED TO EXPRESS VIEWS/INFORMATION. EMOTIONAL SUPPORT GIVEN AS NEEDED. COPY OF HEALTH CARE POWER OF ATTORNEY PROVIDED BY MR H SMITH (SON-IN-LOW) OBTAINED AND PLACED ON CHART. ALL CONCERNED PARTIES KEPT UP TO DATE ON TREATMENT AND PT STABILITY. ALL QUESTIONS ANSWERED AS APPROPRIATE WITHIN PT CONFIDENTIALITY. (DMC3 22:00)
IV discontinued and local dressing applied. (MSP3 23:30)

Roper Hospital
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(843)724-2010 F 724-1953

Emergency Department Chart

Patient Name: MURRAY, WILLIAM E.	Account Number: 0720701281
Medical Rec. Number: 000551383	Birthdate: 09/01/1926
Visit Date: 07/26/2007 20:11	Primary MD: Patient has no PCP

Intake and Output

Intake
PO fluids (Total = 240 ml) (MSP3 07/26/2007 19:53)
SODIUM CHLORIDE INJ [0.9% NACL 1000ML] 1000 ML IV 125 ml/hr (Total = ml) (ER 20:34)
NOTES: No problems at IV site - running well. (ER 20:34) IV discontinued and local dressing applied. (ER 20:34)

Output
Urine (Total = 375 ml) (MSP3 07/26/2007 19:53)
Urine (Total = 250 ml) (MSP3 19:53)
NOTES: Pt out-put upon discharge. (MSP3 19:53)

Clinician History of Present Illness

Pt family brings him by ems due to weakness stating "pt has not eaten for 5 days". Pt is DNR and under hospice care for a month. Pt family states "he is being neglected due to other family members are going to be financially better off due to his early demise". Daughters state "he is going home to a dangerous situation". Pt has a family disagreement going on. Pt has end-stage parkinsons. "Pt last took meds 4-5 days ago" per older daughters who are not primary care takers and not power of attorney per paperwork. Pt POA is on the way. Pt also has bad bed sore stage 3 and chronic orthostatic hypertention. Pt has history of severe apnea and is on cpap at home. (MSP3) 07/26/2007 19:43 Exam started at 20:30 The presenting problem is chronic. Part of the history is supplied by the patient's daughter. Have reviewed and agree with RN note. Complete history not available. The patient is too sick to give a full history. Patient has become poorly responsive

The patient was brought to room for Hospital emergency department tonight by EMS. EMS had been summoned by two patient's daughters who accompanied him to the emergency department. The patient has advanced Parkinson's disease and is unable to give any history. His two daughters state that the patient is being abused and mistreated by his son-in-law and his long-time live-in companion. They state that these two individuals or withholding fluids and nutrition from their father. They state that there is a lawsuit in progress that involves a great deal of money. The two daughters do not have power of attorney over the patient. The patient is unable to give any history.

I discussed the patient's medical history with Dr. Kenneth Bergmann , who is his long-time neurologist. He confirms that the patient has advanced and terminal Parkinson's disease. The patient has been referred to hospice over a one month ago. He states that the patient does have a power-of-attorney for health care with his son-in-law. He last saw the patient 4 days ago at which time it and family's insistence the patient was given a 3 day course of intravenous fluids. He felt that this was somewhat outside the bounds of normal hospice care but wished to assist the family in the patient's last days.

I discussed the patient with Mr. Hilton Smith, his son-in-law and the holder of his medical power of attorney. I also discussed the patient with no Helen Flynn, his long-time live-in companion, and also a holder of his healthcare power of attorney. They were assessed to the patient's current physical findings. The patient is not able to participate in his medical decision-making. They wish to return home with the patient to continue his care at home. They have 24 hour nursing care available. (ER) 07/26/2007 20:30

Past Medical and Surgical History

Parkinson's Disease; CVA; HTN-hypertension; TIA; Sleep disorder sleep apnea.; (MSP3) 07/26/2007 19:43 Appears to be demented and a poor historian. (ER) 07/26/2007 20:36

Review of Systems

Except as noted, unable to obtain a reliable review of systems due to the patient's current condition and acuity. (ER) 07/26/2007 20:30

Social History

Due to the patient's condition there is no reliable social history available at this point. (ER) 07/26/2007 20:30

Emergency Department Chart

Patient Name: MURRAY, WILLIAM E.	Account Number: 0720701281
Medical Rec. Number: 000551383	Birthdate: 09/01/1925
Visit Date: 07/26/2007 20:11	Primary MD: Patient has no PCP

Family History

At this time the patient is unable to give a reliable family history. (ER) 07/26/2007 20:30

Physical Exam

GENERAL:
Vital signs reviewed. Lethargic. The patient appears to be comfortable. This patient is quite elderly and frail. Patient appears to be generally debilitated. Has poor skin turgor. (ER) 07/26/2007 20:36

ENT:
Pharynx normal. The mucous membranes are dry. No evidence of venous jugular distension. The neck is supple, with no evidence of meningismus. No cervical adenopathy is noted. (ER) 07/26/2007 20:36

EYE EXAM:
Pupils are reactive to light. (ER) 07/26/2007 20:36

PULMONARY:
Currently in no acute respiratory distress. Normal, non labored respirations. The breath sounds are normal, with good equal air movement. The chest wall is not tender to palpation. (ER) 07/26/2007 20:36

CIRCULATORY:
Regular rate and rhythm. No murmur. No rub. No gallop. (ER) 07/26/2007 20:36

ABDOMEN:
The abdomen is soft and nontender to palpation. No organomegaly. Bowel sounds are normal. (ER) 07/26/2007 20:36

NEUROLOGIC:
Alert, oriented to person, place, and time. Cranial nerves II through XII are intact. No motor deficit. No sensory deficit. (ER) 07/26/2007 20:36

MUSCULOSKELETAL:
No extremity tenderness. (ER) 07/26/2007 20:36

SKIN:
Appears pale. (ER) 07/26/2007 20:36

Progress Notes

Update note: After extensive discussion with all the involved parties in this gentleman's family and with his physician, I feel that his wishes are not to have abnormal administration of intravenous fluids. This is well documented in his power of attorney. I will honor his request. He appears to have clinical dehydration and very advanced Parkinson's disease. He will be discharged for continued home care. He appears to be well cared for. He is clean and he has no signs of abuse. (ER) 07/26/2007 21:45

Primary Diagnosis

Parkinson's Disease (ER 07/26/2007 21:43)
Clinical dehydration with decreased skin turgor (ER 21:43)

Drug Orders

SODIUM CHLORIDE INJ [0.9% NACL 1000ML] 1000 ML IV CONTIN
Entered (ER 07/26/2007 20:34) In Progress (MSP3 20:35) Completed (MSP3 20:36) MD Sign (ER 20:34) Comments: ...
Notes: No problems at IV site - running well. IV discontinued and local dressing applied. (MSP3 20:35)

Ruper Hospital
316 Calhoun Street
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(843)724-2010 F 724-1963

Emergency Department Chart

Patient Name: MURRAY, WILLIAM E.	Account Number: 0720701281
Medical Rec. Number: 000551383	Birthdate: 09/01/1925
Visit Date: 07/26/2007 20:11	Primary MD: Patient has no PCP

Non-Drug Orders

PATIENT SPECIFIC DATA
Entered (ER 07/26/2007 20:14) In Progress (MSP3 20:29) Completed (MSP3 20:29) MD Sign (ER 20:14)
PATIENT SPECIFIC DATA
Entered (ER 07/26/2007 20:14) In Progress (MSP3 20:18) Completed (MSP3 20:18) MD Sign (ER 20:14)
BASIC METABOLIC PANEL
Entered (ER 07/26/2007 20:14) MD Sign (ER 20:14)
CBC (COMPLETE BLOOD COUNT)
Entered (ER 07/26/2007 20:14) MD Sign (ER 20:14)
PLACE INT (ED POC)
Entered (ER 07/26/2007 20:14) In Progress (MSP3 20:16) Completed (MSP3 20:16) MD Sign (ER 20:14) Notes: IV SITE # 1: Using sterile technique, IV access initiated with # 20 gauge catheter in the volar aspect of the left forearm. Tolerated IV insertion without complications. IV started before arrival. (MSP3 20:16)
URINE DIP (ED POC)
Entered (ER 07/26/2007 20:14) In Progress (MSP3 20:18) Completed (MSP3 20:18) MD Sign (ER 20:14) Notes: Control #. Urine dip negative for glucose. POC Urine Ketones: 1+ Urine dip negative for hemoglobin. POC Urine Protein: 1+ Urine dip negative for nitrates. Urine dip negative for WBC. (MSP3 20:18)
CARDIAC MONITORING (ED POC)
Entered (ER 07/26/2007 20:14) In Progress (MSP3 20:00) Completed (MSP3 20:00) MD Sign (ER 20:14)
EKG (ED POC)
Entered (ER 07/26/2007 20:14) In Progress (MSP3 20:07) Completed (MSP3 20:07) MD Sign (ER 20:14) Notes: First EKG in department obtained. Symptomatic during EKG with: weaknessweakness. Dr. Rodelsperger notified. Sinus bradycardia noted on EKG. No problems encountered. (MSP3 20:07)
NIBP (ED POC)
Entered (ER 07/26/2007 20:14) In Progress (MSP3 20:00) Completed (MSP3 20:00) MD Sign (ER 20:14)
CONTINUOUS O2 SAT MONITORING (ED POC)
Entered (ER 07/26/2007 20:14) In Progress (MSP3 20:00) Completed (MSP3 20:00) MD Sign (ER 20:14) Notes: See Pulse Ox. on chart Pulse OX: 97% on 2 liter/min at 20:00 (MSP3 20:00)
PATIENT SPECIFIC DATA
Entered (ER 07/26/2007 20:34) In Progress (MSP3 20:35) Completed (MSP3 20:35) MD Sign (ER 20:34)
PATIENT SPECIFIC DATA
Entered (ER 07/26/2007 20:34) In Progress (MSP3 20:35) Completed (MSP3 20:35) MD Sign (ER 20:34)

Roper Hospital
316 Calhoun Street
Charleston, SC 29401
(843)724-2010 F 724-1963

Emergency Department Chart

Patient Name: MURRAY, WILLIAM E.	Account Number: 0720701281
Medical Rec. Number: 000551383	Birthdate: 09/01/1925
Visit Date: 07/26/2007 20:11	Primary MD: Patient has no PCP

Results

P BASIC: 07/26/07 20:20:00 (: P BASIC) (ER 07/26/2007 21:03)
- NA: 142 MEQ/L (NL = 135-145) (ER 21:03)
- K: 3.6 MEQ/L (NL = 3.5-5.3) (ER 21:03)
- CL: 105 MEQ/L (NL = 98-108) (ER 21:03)
- GLU: 88 MG/DL (NL = 76-110) (ER 21:03)
- CO2: 30 MEQ/L (NL = 22-32) (ER 21:03)
- BUN: 64 MG/DL (NL = 7-22) "H" (ER 21:03)
- CREA: 1.3

ESTIMATED GFR =56 ml/min/1.73sq.m
AVG. GFR based on this patient's Age Group- 75 ml/min/1.73sq.m
Source- National Kidney Disease Education Program (NKDEP) This value is for staging information only and not specifically for the calculation of pharmaceutical dosage. As with the Cockroft-Gault equation, this is an estimated value.

MG/DL (NL = 0.5-1.3) (ER 21:03)
- GAP: 7 MEQ/L (NL = 2-17) (ER 21:03)
- OSMO C: 301 MOS/KG (NL = 280-300) "H" (ER 21:03)
- B/C RATIO: 49.2 (NL = 6.0-17.0) "H" (ER 21:03)
- CA: 8.8 MG/DL (NL = 8.5-10.4) (ER 21:03)

HEME: 07/26/07 20:20:00 (: HEME) (ER 21:03)
- WBC: 8.8 K/CUMM (NL = 4.8-10.8) (ER 21:03)
- RBC: 3.82 M/CUMM (NL = 4.70-6.10) "L" (ER 21:03)
- HGB: 11.3 G/DL (NL = 14.0-18.0) "L" (ER 21:03)
- HCT: 33.4 % (NL = 42.0-52.0) "L" (ER 21:03)
- MCV: 87.5 FL (NL = 80.0-94.0) (ER 21:03)
- MCH: 29.5 PG (NL = 27.0-31.0) (ER 21:03)
- MCHC: 33.7 % (NL = 32.0-36.0) (ER 21:03)
- RDW: 14.0 % (NL = 11.5-14.5) (ER 21:03)
- PLATELET: 155 K/CUMM (NL = 140-440) (ER 21:03)
- MPV: 10.7 FL (NL = 6.1-11.1) (ER 21:03)

Disposition

Patient discharged from department. Condition at discharge - improved. Condition at discharge - stable. I have reviewed the chart of WILLIAM E MURRAY and it is ready for final disposition - EDWARD RODELSPERGER-MD MD. (ER) 07/26/2007 21:43 INT removed tip intact. Pt home by Family medical transport. Report given to Interim healthcare hospice nurse. Pt stable upon discharge. Patient discharged from department. Discharged home. Patient left with Lifelong partner and POA. Instructed Pt hopsice nurse of discharge instructions. Encouraged nurse to return to ER for any acute changes. INT removed tip intact. Pt home by Family medical transport. Report given to Interim healthcare hospice nurse. Pt stable upon discharge. A disposition has been done for WILLIAM E MURRAY. The dispositioning nurse is MELISSA S PARIS RN (electronic signature). INT removed tip intact. Pt home by Family medical transport. Report given to Interim healthcare hospice nurse. Pt stable upon discharge. Patient removed from Tracking Board by MELISSA S PARIS RN. (MSP3) 07/27/2007 00:58

Additional Instructions

May give oral fluids as tolerated. Follow-up with Dr. Bergman in his clinic as needed. Return to the emergency department for any acute changes as needed. (ER) 07/26/2007 21:43

Emergency Department Chart

Patient Name: MURRAY, WILLIAM E.	Account Number: 0720701281
Medical Rec. Number: 000651383	Birthdate: 09/01/1925
Visit Date: 07/26/2007 20:11	Primary MD: Patient has no PCP

Diagnosis Codes

276.51	Clinical dehydration with decreased skin turgor	Primary Diagnosis: Y
332.0	Parkinson's Disease	Primary Diagnosis: Y
276.51	Clinical dehydration with decreased skin turgor	
294.8	Chronic dementia	
332.0	Parkinson's Disease	
401.1	Elevated systolic BP this visit	
401.9	Hx of Hypertension	
427.89	Moderate bradycardia	
434.01	Hx of CVA	
435.9	Hx of TIA	
719.7	Difficulty walking	
780.09	Confusion - Altered level of consciousness	
780.50	Sleep disorder NOS	
782.8	Changes in skin texture	
787.5	Abnormal bowel sounds	
797	Old age debility	
799.3	Debility	
799.3	Generalized debility	

CPT Codes

80048
85025
90765
93005
94760

Staff Legend
AW3 ARLENE WATROBSKI RN
DMC3DIANE CONNOLLY RN
ER EDWARD RODELSPERGER-MD MD
MSP3 MELISSA PARIS RN

Agency I.D. SCO 100100 | **Incident Report** | Charleston Police Department | OCA 0714705 | ARR | NCIC INQ. ENTD.

Event

Incident Type	Completed	Forced Entry	Premise Type	Units Entered	Type Victim
1. SICK/INJURED PARTY	☒ Yes ☐ No	☐ Yes ☒ No	RESIDENCE	0	☒ Individual ☐ Business ☐ Financial Inst. ☐ Government ☐ Religious Org. ☐ Soc./Public ☐ Other ☐ Unknown ☐ Police Officer
2.	☐ Yes ☐ No	☐ Yes ☐ No			
3.	☐ Yes ☐ No	☐ Yes ☐ No			

Incident Location (Subdivision, Apartment and Number, Street and Number): 1 VENDUE RANGE UNIT L CHARLESTON, SC | Zip Code: 29401 | Weapon Type:

Incident Date	24 Hr. Clock	To	Date	24 Hr. Clock	Dispatch Date/Time 24 Hr. Clock: Disp. Date	Disp. Time	Time Arrived	Depart Time	Location No.
7-26-07	1810		7-26-07	1930	7-26-07	1805	1810	1930	

Victim No. 1

Complainant's Name (Last, First, Middle)	Relationship To Subject #1	#2	#3	Resident	Race	Sex	Age	Eth.	Daytime Phone Area Code (770)	Evening Phone Area Code (843)
MURRAY, PAMELA H.				[redacted]	W	F	[redacted]	N	[redacted]	[redacted]

Address: [redacted] | City: CHARLESTON | State: SC | Zip Code: 29412

Victim's Name (Last, First, Middle)	Relationship To Subject #1	#2	#3	Resident	Race	Sex	Age	Eth.	Daytime Phone Area Code (843)	Evening Phone Area Code ( )
MURRAY, WILLIAM				J	W	M	[redacted]	N	[redacted]	

Height	Weight	Hair	Eyes	Facial, Hair, Scars, Tattoos, Glasses, Clothing, Physical, Peculiarities, Etc.
509	120	GRY	BRN	

Address: [redacted] | City: CHARLESTON | State: SC | Zip Code: 29401 | Location No.

Visible Injury (Vict. 1): ☐ Yes ☒ No Explain- | Complaint of Any Non-Injuries: ☐ Yes ☒ No

Victim (No. 1) Using: Alcohol ☐ Yes ☒ No ☐ Unk. Drugs: ☐ Yes ☒ No ☐ Unk.

☐ Two-Man Vehicle ☐ One-Man Veh. ☐ Detective/Spl. Asmt. ☐ Other | ☐ Alone ☐ Assisted | ☐ I-This Jurisdiction ☐ S-State ☐ O-Out of State ☐ U-Unknown

Suspect No. 1

☐ Suspect ☐ Runaway ☐ Wanted ☐ Warrant ☐ Arrest ☐ Jail ☐ Summons

Name	Race	Sex	Age	Eth.	Date of Birth	Height	Weight	Hair	Eyes
NONE									

Facial Hair, Scars, Tattoos, Glasses, Clothing, Physical Peculiarities, Etc.

Address | City | State | Zip Code | Location No.

Subject (No. 1) Using Alcohol: ☐ Yes ☐ No ☐ Unk. Drugs: ☐ Yes ☐ No ☐ Unk. Type

Arrested Near Offense Scene: ☐ Yes ☒ No Total # Arrested:

Date/Time of Offense | Date/Time of Arrest

Narrative

On 7-26-07 at approx. 1810 hrs. R/O responded to 1 Vendue Range Unit L Charleston, SC 29401 in reference to a sick/injured party. R/O spoke to the comp #1, Pamela Murray (w/f 10-21-51), and comp #2 Elizabeth Murray (w/f 10-11-53), who stated that they were concerned about the victim's, William Murray (w/m 9-1-25), welfare. Victim is also both comp's father. Comps. also stated that the victim has advanced Parkinson's Disease. When R/O spoke to the victim he stated that he wanted to go to the hospital so Cpl. Ianuzzi, who was also on scene, notified EMS to respond to the scene. EMS arrived on scene and asked the victim if he wanted to go to the hospital and he stated that he did. EMS then asked the victim which hospital he wanted to go to and he stated that he wanted to go to Roper Hospital. Victim was then transported to Roper Hospital. Victim is also currently under Hospice care. The comps. stated that they and the victim's power of attorney are having some type of legal issues in regards to the victim's welfare.

Jurisdiction of Theft Law Enforcement Agency | Jurisdiction of Recovery Law Enforcement Agency

Property Est.

Type (Group)							Total Value
Stolen							
Damaged							
Burned							
Recovered							
Seized							

Administrative

Subject Identified ☐ Yes ☐ No | Subject Located ☐ Yes ☐ No | ☐ Active ☐ Adm. Closed ☐ Unfounded | ☐ Arrested Under 18 ☐ Arrested 18 and Over | ☐ Ex-Clear Under 18 ☐ Ex-Clear 18 and Over

Reason For Exceptional Clearance: 1. ☐ Offender Death 2. ☐ No Prosecution 3. ☐ Extradition Denied 4. ☐ Victim Declines Cooperation 5. ☐ Juvenile-No Custody

Reporting Officer(s)	Date	Unit Number	Approving Officer	Date	Unit Number
J. WINTERS J. Winters	7-26-07	1415		7/27/07	0473
			Follow-up Investigation ☐ Yes ☐ No Officer:		

EEM004413

EXHIBIT 12 000778

Agency I.D.	Supplemental Incident Report	OCA	0714705	NCIC INQ.	NCIC ENTD.
SCO 100100	Charleston Police Department	ARR			

☒ Original Report ☐ Supplemental Report ☐ Additional Victims ☐ Additional Stolen Property
☐ Modifies Original ☐ Case Status Change ☐ Additional Offenders ☐ Additional Stolen Property

Victim/Subject I.D. Overflow

☒ Complainant ☐ Victim # ☐ Subject # ☐ Runaway ☐ Wanted ☐ Warrant ☐ Arrest ☐ Jail ☐ Summons ☐ ____

Name (Last, First, Middle)	Victim Relationship To Subject #1	#2	#3	Resident	Race	Sex	Age	D.O.B.	Eth.
MURRAY, ELIZABETH E.				O	W	F		[redacted]	N

Height	Weight	Hair	Eyes	Facial Hair, Scars, Tattoos, Glasses, Clothing, Physical Peculiarities, Etc.
507	150	BLN	BLU	

Address	City	State	Zip Code	Location No.	Daytime Phone Area Code (917)	Evening Phone Area Code ( )
[redacted]	NEW YORK CITY	NY	10021		[redacted]	

☐ Victim No. Visible Injury ☐ No ☐ Yes Explain | Complaint of Non-Visible Injuries ☐ No ☐ Yes | Victim Using Alcohol ☐ No ☐ Yes ☐ Unk Drugs ☐ Unk. ☐ No ☐ Yes Type | ☐ One-Man Vehicle ☐ Two-Man Vehicle ☐ Detective/Splesmt ☐ Other | ☐ Alone ☐ Assisted

☐ Subject No. Using Alcohol ☐ No ☐ Yes Using Drugs ☐ No ☐ Yes → Type ☐ Unk

Victim/Subject I.D. Overflow

☐ Complainant ☐ Victim # ☐ Subject # ☐ Runaway ☐ Wanted ☐ Warrant ☐ Arrest ☐ Jail ☐ Summons ☐ ____

Name (Last, First, Middle)	Victim Relationship To Subject #1	#2	#3	Resident	Race	Sex	Age	D.O.B.	Eth.

Height	Weight	Hair	Eyes	Facial Hair, Scars, Tattoos, Glasses, Clothing, Physical Peculiarities, Etc.

Address	City	State	Zip Code	Location No.	Daytime Phone Area Code ( )	Evening Phone Area Code ( )

☐ Victim No. Visible Injury ☐ No ☐ Yes Explain | Complaint of Non-Visible Injuries ☐ No ☐ Yes | Victim Using Alcohol ☐ No ☐ Yes ☐ Unk Drugs ☐ Unk. ☐ No ☐ Yes Type | ☐ One-Man Vehicle ☐ Two-Man Vehicle ☐ Detective/Splesmt ☐ Other | ☐ Alone ☐ Assisted

☐ Subject No. Using Alcohol ☐ No ☐ Yes Using Drugs ☐ No ☐ Yes → Type ☐ Unk.

Narrative

Jurisdiction of Theft Law Enforcement Agency	Jurisdiction of Recovery Law Enforcement Agency

Vehicle/Gun/Etc. 1

Status: ☐ Stolen ☐ Recovered ☐ Found ☐ Towed ☐ Suspect ☐ Victim

Type: ☐ Vehicle ☐ Gun ☐ Boat ☐ License Plate ☐ Securities/Bonds Stocks ☐ Article

VIN and/or License No.	Boat Hull No. and/or Reg. No.			
Serial and/or Owner Applied No.			State	
Year of Registration	Year of Expiration	Year	Make	Type
Model	Style	Color	Brand Name	Caliber
NIC No.	Denomination	Issuer	Securities Date	
Miscellaneous				

Property Est.

Type (Group)							Total Value
Stolen							
Damaged							
Burned							
Recovered							
Seized							

Administrative

Subject Identified ☐ Yes ☐ No | Subject Located ☐ Yes ☐ No | ☐ Active ☐ Adm. Closed ☐ Unfounded | ☐ Arrested Under 18 ☐ Arrested 18 and Over | ☐ Ex-Clear Under 18 ☐ Ex-Clear 18 and Over

Reason For Exceptional Clearance: 1. ☐ Offender Death 2. ☐ No Prosecution 3. ☐ Extradition Denied 4. ☐ Victim Declines Cooperation 5. ☐ Juvenile-No Custody

Reporting Officer(s)	Date	Unit Number	Approving Officer	Date	Unit Number
J. WINTERS J. Winters	7-26-07	1415	[signature]	7/27/07	0113
			Follow-up Investigation ☐ Yes ☐ No Officer:		

EEM004414

Agency I.D. SCO 100100 | Incident Report | Charleston Police Department | OCA 0715290 | ARR | NCIC INQ. ENTD.

Event

Incident Type	Completed	Forced Entry	Premise Type	Units Entered	Type Victim
1. PROBABLE NATURAL DEATH	☒ Yes ☐ No	☐ Yes ☒ No	APARTMENT	0	☒ Individual ☐ Business ☐ Financial Inst. ☐ Government ☐ Religious Org. ☐ Soc./Public ☐ Other ☐ Unknown ☐ Police Officer
2.	☐ Yes ☐ No	☐ Yes ☐ No			
3.	☐ Yes ☐ No	☐ Yes ☐ No			

Incident Location (Subdivision, Apartment and Number, Street and Number): 1 VENDUE RANGE APT-L | CHARLESTON, SC | Zip Code: 29401 | Weapon Type: NONE

Incident Date	24 Hr. Clock	To	Date	24 Hr. Clock	Dispatch Date/Time 24 Hr. Clock: Disp. Date	Disp. Time	Time Arrived	Depart Time	Location No.
08/04/07	0830		08/04/07	0830	08/04/07	1045	1050	1340	42

Victim No. 1

Complainant's Name (Last, First, Middle)	Relationship To Subject #1	#2	#3	Resident	Race	Sex	Age	Eth	Daytime Phone	Evening Phone
MURRAY, PAM, HOLMES				S	W	F	[redacted]	N	[redacted]	[redacted]

Address	City	State	Zip Code	Location No.
1561 BRIANNA LN.	CHAS	SC	29412	47

Victim's Name (Last, First, Middle)	Relationship To Subject #1	#2	#3	Resident	Race	Sex	Age	Eth	Daytime Phone	Evening Phone
MURRAY, WILLIAM, E				J	W	M	[redacted]	N	[redacted]	SAME

Height	Weight	Hair	Eyes	Facial Hair, Scars, Tattoos, Glasses, Clothing, Physical Peculiarities, Etc.
600	150	GRY	BLU	

Address	City	State	Zip Code	Location No.
[redacted]	CHAS	SC	29401	

Visible Injury (Vict. 1): ☐ Yes ☒ No Explain- | Complaint of Any Non-Injuries: ☐ Yes ☒ No

Victim (No. 1) Using: Alcohol ☐ Yes ☐ No ☒ Unk. Drugs: ☒ Yes ☐ No ☐ Unk.

☐ Two-Man Vehicle ☐ One-Man Veh. ☐ Detective/Spl. Asmt. ☐ Other | ☐ Alone ☐ Assisted | ☐ J-This Jurisdiction ☐ S-State ☐ O-Out of State ☒ U-Unknown

Suspect No. 1

☐ Suspect ☐ Runaway ☐ Wanted ☐ Warrant ☐ Arrest ☐ Jail ☐ Summons

Name	Race	Sex	Age	Eth	Date of Birth	Height	Weight	Hair	Eyes

Facial Hair, Scars, Tattoos, Glasses, Clothing, Physical Peculiarities, Etc.

Address	City	State	Zip Code	Location No.

Subject (No. 1) Using Alcohol: ☐ Yes ☐ No ☐ Unk. Drugs: ☐ Yes ☐ No ☐ Unk. Type | Arrested Near Offense Scene: ☐ Yes ☐ No Total # Arrested: | Date/Time of Offense | Date/Time of Arrest

Narrative

On the above date and time R/o responded to 1 Vendue Range Apt. L and spoke the complainant/ Mrs. Pam Murray, W/F, DOB(10-29-51). Who advised that her elderly father had passed away at approximately 0830 hrs. She added that he had been suffering from congestive heart failure and Parkinson's Disease. R/o asked her if she had notified the coroner and she stated that Hospice had notified them. Sgt. Emanuele further confirmed that the coroner's office was notified at which time coroner O'Neal advised that she was aware of the victim's condition and advised that she would not respond but would have her transport unit in route to transport the deceased victim to M.U.S.C. While speaking further with the complainant she advised that she was concerned that hospice had given the victim too much medication and that they were doing so at the direction of the victim's doctor and other family members.

PAGE (2)

Jurisdiction of Theft Law Enforcement Agency	Jurisdiction of Recovery Law Enforcement Agency

Property Est.

Type (Group)							Total Value
Stolen							
Damaged							
Burned							
Recovered							
Seized							

Administrative

Subject Identified ☐ Yes ☐ No	Subject Located ☐ Yes ☐ No	☐ Active ☐ Adm. Closed ☐ Unfounded	☐ Arrested Under 18 ☐ Arrested 18 and Over	☐ Ex-Clear Under 18 ☐ Ex-Clear 18 and Over

Reason For Exceptional Clearance: 1. ☐ Offender Death 2. ☐ No Prosecution 3. ☐ Extradition Denied 4. ☐ Victim Declines Cooperation 5. ☐ Juvenile-No Custody

Reporting Officer(s)	Date	Unit Number	Approving Officer	Date	Unit Number
PVT. R. YORK R. York	08/04/07	1448		4-4-07	148
			Follow-up Investigation ☐ Yes ☐ No Officer:		

☒ ORIGINAL ☐ DETECTIVES ☐ SLED ☐ MISC.

EEM004415

Agency I.D. SCO 00100 | **Supplemental Incident Report** | **Charleston Police Department** | OCA 0715290 | ARR | NCIC INQ. ENTD.

☒ Original Report ☐ Supplemental Report ☒ Additional Victims ☐ Additional Stolen Property
☐ Modifies Original ☐ Case Status Change ☐ Additional Offenders ☐ Additional Stolen Property

Victim/Subject I.D. Overflow

☐ Complainant ☐ Victim # 2 ☐ Subject # ☐ Runaway ☐ Wanted ☐ Warrant ☐ Arrest ☐ Jail ☐ Summons ☒ WITNESS (1)

Name (Last, First, Middle)	Victim Relationship To Subject #1	#2	#3	Resident	Race	Sex	Age	D.O.B.	Eth.
FLYNN, HELEN				J	W	F	79	07/01/27	N

Height	Weight	Hair	Eyes	Facial Hair, Scars, Tattoos, Glasses, Clothing, Physical Peculiarities, Etc.
506	140	GRY	BLU	

Address	City	State	Zip Code	Location No.	Daytime Phone Area Code (843)	Evening Phone Area Code ( )
[redacted]	CHAS	SC	29401		[redacted]	SAME

☐ Victim No. Visible Injury ☐ No ☐ Yes Explain | Complaint of Non-Visible Injuries ☐ No ☐ Yes | Victim Using Alcohol ☐ No ☐ Yes ☐ Unk Drugs ☐ Unk. ☐ No ☐ Yes Type | ☐ One-Man Vehicle ☐ Two-Man Vehicle ☐ Detective/Splasmt ☐ Other | ☐ Alone ☐ Assisted

☐ Subject No. Using Alcohol ☐ No ☐ Yes Using Drugs ☐ No ☐ Yes → Type ☐ Unk.

Victim/Subject I.D. Overflow

☐ Complainant ☐ Victim # ☐ Subject # ☐ Runaway ☐ Wanted ☐ Warrant ☐ Arrest ☐ Jail ☐ Summons ☒ WITNESS(2)

Name (Last, First, Middle)	Victim Relationship To Subject #1	#2	#3	Resident	Race	Sex	Age	D.O.B.	Eth.
MURRAY, ELIZABETH				O	W	F	55	[redacted]	N

Height	Weight	Hair	Eyes	Facial Hair, Scars, Tattoos, Glasses, Clothing, Physical Peculiarities, Etc.
505	140	BRO	BRO	

Address	City	State	Zip Code	Location No.	Daytime Phone Area Code (917)	Evening Phone Area Code (212)
[redacted]	NEW YORK	NY	10021		[redacted]	[redacted]

☐ Victim No. Visible Injury ☐ No ☐ Yes Explain | Complaint of Non-Visible Injuries ☐ No ☐ Yes | Victim Using Alcohol ☐ No ☐ Yes ☐ Unk Drugs ☐ Unk. ☐ No ☐ Yes Type | ☐ One-Man Vehicle ☐ Two-Man Vehicle ☐ Detective/Splasmt ☐ Other | ☐ Alone ☐ Assisted

☐ Subject No. Using Alcohol ☐ No ☐ Yes Using Drugs ☐ No ☐ Yes → Type ☐ Unk.

Narrative

R/o asked the complainant if there were any other observation that made her feel that way at which time she advised that the police department had responded on 07/26/07 (OCA# 07147705) which was in reference to a family dispute over care of the complainant's father/victim. The complainant stated that her sister Catherine Smith had attempted to take a restraining order out to keep her from caring for the victim. R/o spoke further with Walter Kaufmann, the victim's gardian who advised that he was appointed by the family court to take care of the victim due to a on going dispute over a 60 million dollar estate. R/o had Sgt. Emanuele respond at which time R/o and Sgt. Emanuele observed that the body of the deceased was lying on his bed in the back bedroom apartment with IV's in both his right and left arm.

PAGE (3)

Jurisdiction of Theft Law Enforcement Agency	Jurisdiction of Recovery Law Enforcement Agency

Vehicle/Gun/Etc.

Status	Type
☐ Stolen	☐ Vehicle
☐ Recovered	☐ Gun
☐ Pound	☐ Boat
☐ Towed	☐ License Plate
☐ Suspect	☐ Securities/Bonds Stocks
☐ Victim	☐ Article

VIN and/or License No.	Boat Hull No. and/or Reg. No.	
Serial and/or Owner Applied No.		State
Year of Registration	Year of Expiration	Year / Make / Type
Model / Style / Color / Brand Name / Caliber		
NIC No. / Denomination / Issuer / Securities Date		
Miscellaneous		

Property Est.

Type (Group)							Total Value
Stolen							
Damaged							
Burned							
Recovered							
Seized							

Administrative

Subject Identified ☐ Yes ☐ No | Subject Located ☐ Yes ☐ No | ☐ Active ☐ Adm. Closed ☐ Unfounded | ☐ Arrested Under 18 ☐ Arrested 18 and Over | ☐ Ex-Clear Under 18 ☐ Ex-Clear 18 and Over

Reason For Exceptional Clearance: 1. ☐ Offender Death 2. ☐ No Prosecution 3. ☐ Extradition Denied 4. ☐ Victim Declines Cooperation 5. ☐ Juvenile-No Custody

Reporting Officer(s)	Date	Unit Number	Approving Officer	Date	Unit Number
PVT. R. YORK R. York	08/04/07	1448	[signature]	9 Aug 07	1016
			Follow-up Investigation ☐ Yes ☐ No Officer:		

☒ ORIGINAL ☐ DETECTIVES ☐ SLED ☐ MISC.

EEM004416

Agency I.D.	Supplemental Incident Report	OCA	0715290	NCIC INQ.	NCIC ENTD.
SCO 100100	Charleston Police Department	ARR			

☒ Original Report ☐ Supplemental Report ☐ Additional Victims ☐ Additional Stolen Property
☐ Modifies Original ☐ Case Status Change ☐ Additional Offenders ☐ Additional Stolen Property

Narrative

R/o and Sgt. Emanuele observed that the victim died of probable natural causes. Note: Detective S. Murray also responded and spoke with additional parties that were present when the victim died, see her report for further information. Crime scene was also advised and Officer Unterbrink responded and processed the incident location and gathered all medications from the victim's bed room. Further Mrs. Tarra Brown, a Lutheran Hospice care nurse stated that she was not aware that anything looked out of the ordinary with the Morphine or the other narcotics that had been prescribed to the victim. Note: R/o observed that the victim was taking Aggrenox, Carbidopa, Celexa, Vesicar, Hydrochlorothiazide, Temazepam, Metoprolol, Aspirin, and Midorine. The victim was also taking Ativan, hyscyamine, Morphine sulpfate, Haloperidol, Acctaminaphin, and Lorazapam. The deceased victim was transported to M.U.S.C. by the coroner's office for further investigation. Sgt. Emanuele also notified Major Whetsell.

Administrative

Subject Identified ☐ Yes ☐ No	Subject Located ☐ Yes ☐ No	☐ Active ☐ Adm. Closed ☐ Unfounded	☐ Arrested Under 18 ☐ Arrested 18 and Over	☐ Ex-Clear Under 18 ☐ Ex-Clear 18 and Over

Reason For Exceptional Clearance: 1. ☐ Offender Death 2. ☐ No Prosecution 3. ☐ Extradition Denied 4. ☐ Victim Declines Cooperation 5. ☐ Juvenile-No Custody

Reporting Officer(s)	Date	Unit Number	Approving Officer	Date	Unit Number
PVT. R. YORK R. Ryan York	08/04/07	1448		4 Aug 07	1688
			Follow-up Investigation ☐ Yes ☐ No Officer:		

☒ ORIGINAL ☐ DETECTIVES ☐ SLED ☐ MISC.

EEM004417

Agency I.D. SCO100100 | **Supplemental Incident Report** | **Charleston Police Department** | OCA 0715290 | ARR | NCIC INQ. ENTD.

☐ Original Report ☐ Supplemental Report ☐ Additional Victims ☐ Additional Stolen Property
☐ Modifies Original ☐ Case Status Change ☐ Additional Offenders ☐ Additional Stolen Property

Victim/Subject I.D. Overflow

☐ Complainant ☐ Victim # ☐ Subject # ☐ Runaway ☐ Wanted ☐ Warrant ☐ Arrest ☐ Jail ☐ Summons ☒ WITNESS 3

Name (Last, First, Middle)	Victim Relationship To Subject #1	#2	#3	Resident	Race	Sex	Age	D.O.B.	Eth.
KAUFMANN, WALTER				U	W	M	40	07/23/65	N

Height	Weight	Hair	Eyes	Facial Hair, Scars, Tattoos, Glasses, Clothing, Physical Peculiarities, Etc.
600	180	BRO	BLU	

Address	City	State	Zip Code	Location No.	Daytime Phone	Evening Phone
[redacted]	MT. PLEASANT	SC	29464		[redacted]	[redacted]

☐ Victim No. Visible Injury ☐ No ☐ Yes Explain | Complaint of Non-Visible Injuries ☐ No ☐ Yes | Victim Using Alcohol ☐ No ☐ Yes ☐ Unk Drugs ☐ Unk. ☐ No ☐ Yes Type | ☐ One-Man Vehicle ☐ Two-Man Vehicle ☐ Detective/Splasmt ☐ Other | ☐ Alone ☐ Assisted

☐ Subject No. Using Alcohol ☐ No ☐ Yes Using Drugs ☐ No ☐ Yes → Type ☐ Unk.

Victim/Subject I.D. Overflow

☐ Complainant ☐ Victim # ☐ Subject # ☐ Runaway ☐ Wanted ☐ Warrant ☐ Arrest ☐ Jail ☐ Summons ☒ WITNESS 4

Name (Last, First, Middle)	Victim Relationship To Subject #1	#2	#3	Resident	Race	Sex	Age	D.O.B.	Eth.
BROWN, TARRA				S	W	F	43	[redacted]	N

Height	Weight	Hair	Eyes	Facial Hair, Scars, Tattoos, Glasses, Clothing, Physical Peculiarities, Etc.
504	145	BLK	BRO	

Address	City	State	Zip Code	Location No.	Daytime Phone Area Code (843)	Evening Phone Area Code ( )
[redacted]	MT. PLEASANT	SC	29464		[redacted]	[redacted]

☐ Victim No. Visible Injury ☐ No ☐ Yes Explain | Complaint of Non-Visible Injuries ☐ No ☐ Yes | Victim Using Alcohol ☐ No ☐ Yes ☐ Unk Drugs ☐ Unk. ☐ No ☐ Yes Type | ☐ One-Man Vehicle ☐ Two-Man Vehicle ☐ Detective/Splasmt ☐ Other | ☐ Alone ☐ Assisted

☐ Subject No. Using Alcohol ☐ No ☐ Yes Using Drugs ☐ No ☐ Yes → Type ☐ Unk.

Victim/Subject I.D. Overflow

☐ Complainant ☐ Victim # ☐ Subject # ☐ Runaway ☐ Wanted ☐ Warrant ☐ Arrest ☐ Jail ☐ Summons ☐ ____

Name (Last, First, Middle)	Victim Relationship To Subject #1	#2	#3	Resident	Race	Sex	Age	D.O.B.	Eth.

Height	Weight	Hair	Eyes	Facial Hair, Scars, Tattoos, Glasses, Clothing, Physical Peculiarities, Etc.

Address	City	State	Zip Code	Location No.	Daytime Phone Area Code ( )	Evening Phone Area Code ( )

☐ Victim No. Visible Injury ☐ No ☐ Yes Explain | Complaint of Non-Visible Injuries ☐ No ☐ Yes | Victim Using Alcohol ☐ No ☐ Yes ☐ Unk Drugs ☐ Unk. ☐ No ☐ Yes Type | ☐ One-Man Vehicle ☐ Two-Man Vehicle ☐ Detective/Splasmt ☐ Other | ☐ Alone ☐ Assisted

☐ Subject No. Using Alcohol ☐ No ☐ Yes Using Drugs ☐ No ☐ Yes → Type ☐ Unk.

Victim/Subject I.D. Overflow

☐ Complainant ☐ Victim # ☐ Subject # ☐ Runaway ☐ Wanted ☐ Warrant ☐ Arrest ☐ Jail ☐ Summons ☐ ____

Name (Last, First, Middle)	Victim Relationship To Subject #1	#2	#3	Resident	Race	Sex	Age	D.O.B.	Eth.

Height	Weight	Hair	Eyes	Facial Hair, Scars, Tattoos, Glasses, Clothing, Physical Peculiarities, Etc.

Address	City	State	Zip Code	Location No.	Daytime Phone Area Code ( )	Evening Phone Area Code ( )

☐ Victim No. Visible Injury ☐ No ☐ Yes Explain | Complaint of Non-Visible Injuries ☐ No ☐ Yes | Victim Using Alcohol ☐ No ☐ Yes ☐ Unk Drugs ☐ Unk. ☐ No ☐ Yes Type | ☐ One-Man Vehicle ☐ Two-Man Vehicle ☐ Detective/Splasmt ☐ Other | ☐ Alone ☐ Assisted

☐ Subject No. Using Alcohol ☐ No ☐ Yes Using Drugs ☐ No ☐ Yes → Type ☐ Unk.

Narrative

Administrative

Subject Identified ☐ Yes ☐ No | Subject Located ☐ Yes ☐ No | ☐ Active ☐ Adm. Closed ☐ Unfounded | ☐ Arrested Under 18 ☐ Arrested 18 and Over | ☐ Ex-Clear Under 18 ☐ Ex-Clear 18 and Over

Reason For Exceptional Clearance: 1. ☐ Offender Death 2. ☐ No Prosecution 3. ☐ Extradition Denied 4. ☐ Victim Declines Cooperation 5. ☐ Juvenile-No Custody

Reporting Officer(s)	Date	Unit Number	Approving Officer	Date	Unit Number
PVT. R. YORK	08/04/07	1448		4 Aug 07	1052
			Follow-up Investigation ☐ Yes ☐ No Officer:		

☒ ORIGINAL ☐ DETECTIVES ☐ SLED ☐ MISC.

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Slotchiver Office

From: "Dana Flavin-Koenig" <dana_fk@hotmail.com>
To: <slotchivers@aol.com>; <walterkaufmann@bellsouth.net>; <dana_fk@hotmail.com>
Sent: Sunday, August 05, 2007 10:25 PM
Subject: William E. Murray/ Putative homicide

Dear Stephen and Walter,

Although I am not quick to jump to any judgment on any allegations without proof, it is my belief that Mr. William E. Murray may have received an overdose of morphine or other pharmacological agents without permission nor jurisdiction for their application which lead to his earlier than expected demise. This opinion is reached from my extensive experience as the former "Science Assistant to the Associate Bureau Director for Toxicology for FDA" 1979-1981, Washington D.C., a Pharmacogist, Chicago Medical School 1972-1974, and as a physician, Internal Medicine, 1991-1999, Leopold Franzens University, Innsbruck Austria, specialty Biochemical Pharmacology.

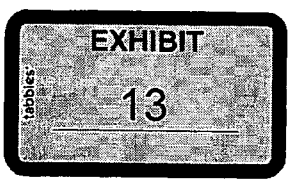
I am not normally prone to suspicions, however, under the unusual circumstance of persons requesting repeatedly to have Mr. Murray be given "morphine" by Hilton Smith, "comfort medicine" by Helen Flynn and others, and the rapid change in his medical condition from alertness to total somnolence after receiving a homemade soup from his 4th daughter, according to Ms. Cherry, I can only surmise that the situation warrants a complete toxicological investigation with a complete autopsy including samples from brain, liver and kidney to insure that Mr. Murray was not a victim of homicide. To withhold a thorough investigation for the purpose of clearing any suspicions of illegal actions would be to go against Mr. Murray's rights and it would be withholding valuable evidence that could alleviate suspicion.

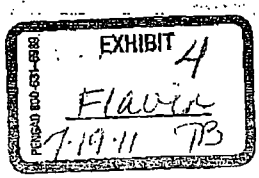
I suspect homicide and although I hope this is not the case, as a physician and toxicologist, I must insist that the case be properly and thoroughly investigated to insure justice and to prevent the destruction of essential legal evidence that would clarify the situation and vindicate any suspicions. Is it not illegal to destroy potential evidence in a suspected homicide case when a suspicion with basis has been declared? I trust the justice system will prevail and that the police and legal intervention will clarify the situation to determine guilt or innocence.

I thank you for your extremely fair and wise intervention in this case. May Justice Prevail.

Sincerely yours,

Dr. Dana F. Flavin, M.D.
former Science Assistant to the
"Associate Bureau Director for Toxicology, FDA.
=





8/6/2007

WILLIAM EDWARDS MURRAY

AUTOPSY REPORT

An autopsy is performed on the body of William Edwards Murray, at the morgue facility of the Fulton County Medical Examiner's Office. The autopsy is performed at the request of the Charleston County, South Carolina, Probate Court, subsequent to an order issued to allow the performance of the autopsy. The autopsy is performed on the 23rd day of August, 2007, commencing at 1215 hours.

EXTERNAL EXAMINATION:

As the body is initially received, the body is clad solely within a blue striped pajama top, which is buttoned twice over the front. The pelvic and genital region is covered with an adult-style diaper. The body is identified by a toe tag on the left great toe, bearing the name "William Murray." Additionally, plastic sheeting that accompanies the body has the written name, "William (Bill) Murray Charleston City."

The body is that of a well-developed, but thin elderly Caucasian male, who weighs 139 pounds, is 70 inches in height, and appears compatible with the stated age of 81 years. The body is cool to touch. Rigor is passing in all extremities, jaw and eyelids. Diffuse, fixed violet to purple livor is distributed primarily

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over the posterior, dependent surfaces of the body, except in areas exposed to pressure.

The majority of the vertex of the scalp is bald, with a corona of gray-black hair around the periphery that measures to a maximum of 6 cm in length. The head is normocephalic. The scalp exhibits scattered freckles and seborrheic keratoses. The eyebrows are gray. The globes of the eyes are sunken within the orbits, and the globes are collapsed. The corneas are opacified, and the exact coloration of the irides cannot be ascertained. The sclerae and conjunctivae are carefully examined and are unremarkable, with no evidence of petechial hemorrhages. The nose and ears are not unusual. The lips and gums are pale. The teeth are natural, and have undergone very extensive dental restoration, with ceramic and metallic caps covering the majority of the teeth. The neck is supple, without masses, thin, and the larynx is prominently within the midline.

The thorax generally appears well-developed and symmetrical, although the intercostal muscles appear atrophied, with extensive prominence of the ribs, and flaring of the costal margins. The abdomen is scaphoid and flat, and is ubiquitously covered by green discoloration as the consequence of decomposition. The penis is circumcised, and appears slightly edematous. A Foley catheter is inserted in the penile meatus. The testes are descended within the edematous scrotum. The anus and perineum are unremarkable. The back is generally not unusual; however, localized at the upper sacral region, is a decubitus ulceration located at the midline which measures 3.5 X 3 cm. This ulceration extends in to the subcutaneous tissues, is relatively dry, and is packed with gauze. No purulent exudate is identified, and the surrounding subcutaneous tissues within

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vertical dimensions of 11.5 cm and horizontal dimensions of 6 cm are edematous and discolored, but do not exhibit evidence of necrosis or obvious tissue breakdown.

The upper extremities appear generally well-developed and symmetrical, but proximal and distal myatrophy is apparent, with distinct atrophy of the interphalangeal musculature. All of the digits are intact.

The lower extremities exhibit both proximal and distal myatrophy. All of the digits are intact, and the nails appear well trimmed and clean.

Identifying marks and scars include the following: Within a subcutaneous pocket on the left upper anterior thorax is an implantable pacemaker device, within 5 X 4.5 cm. This device lies immediately beneath the skin. A small scar on the skin is associated with this pacemaker, but no other identifying marks or scars are readily apparent.

EVIDENCE OF INJURY:

Head and Neck:

Overlying the right zygoma is a triangulate soft tissue hemorrhage which measures 1.5 X 1.5 cm at its greatest dimensions.

Thorax and Abdomen:

None.

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Upper Extremities:

On the mid upper left hand, distal to the wrist, is a 1.9 cm in diameter very superficial purple discoloration.

Lower Extremities:

None.

INTERNAL EXAMINATION:

Body Cavities:

The pleural and peritoneal cavities are smooth and glistening, with no evidence of abnormal accumulations of fluid oradhesions. The right retroperitoneum, in the perirenal area, is distended by a very large hematoma, to be described in more detail subsequently. All of the body organs are in the normal, anatomical positions.

Central Nervous System:

The scalp is reflected, and reveals no evidence of injury. The cranial vault is intact. The brain weighs 1080 grams. The leptomeninges are thin and delicate. The structures at the base of the brain, including cranial nerves and blood vessels, are intact and unremarkable. The vessels exhibit some tortuosity and atherosclerosis, but no evidence of significant occlusion. The cerebral hemispheres are symmetrical. Sections through the cerebral hemispheres reveal no evidence of either recent or

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remote internal pathology. There is no evidence of subarachnoid, subdural, epidural or intraparenchymal hemorrhage. The ventricles are normally formed. The brainstem and cerebellum are normally formed and unremarkable.

Cardiovascular System:

The heart is enlarged, weighing 510 grams. Pacemaker wires course in to the right ventricle through the superior vena cava. The coronary arteries are normally developed and follow the usual courses, and are all involved by very severe, extremely calcified atherosclerosis, although the lumena are generally open. The most severe region of coronary artery narrowing is in the left anterior descending artery, which is narrowed from 40% to 60%. No evidence of coronary thrombosis is identified. Sections through the myocardium appear generally grossly unremarkable, with no evidence of either recent or remote infarction or increased fibrosis or prior chronic ischemia. The chambers and valves are normally developed and appear to have the usual size-position relationships. The aorta and vena cavae arise in the usual locations and follow the usual courses, and are widely patent and normally formed. However, the aorta, superior mesenteric artery, renal arteries, and other major arterial branches are all involved by extremely severe, advanced calcific atherosclerosis, but the lumen are dilated and appear open, without thrombosis.

Respiratory System:

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The right and left lungs weigh 920 and 600 grams, respectively. The pleural surfaces are smooth but dulled, with no adnesions. The upper airway is free of foreign debris and other material; the larynx and hyoid are intact and unremarkable. Sections through the pulmonary parenchyma reveal diffuse mild congestion, but no focal lesions are noted. The parenchyma of the right lung is increased in consistency and firm. The pulmonary arteries and veins arise and return to the heart in the usual fashions, and are widely patent and normally formed, with no evidence of thrombo-embolism.

Liver and Biliary System:

The liver weighs 1320 grams, and has a smooth, intact capsule covering red-brown, soft parenchyma, with no focal lesions noted. The gallbladder is empty.

Alimentary Tract:

The esophagus is lined by the normal, gray-tan mucosa. The gastric mucosa is arranged in the usual rugal folds, and the lumen is empty. The small bowel is unremarkable, and careful inspection reveals no evidence of cancer or other abnormality. The pancreas has the usual gray-white, lobulated architecture, but the parenchyma is firm and fibrotic, and the ducts are clear. The appendix is present. The cecum is located in the pelvis. The right colon and ascending colon is redundant and distended, and portions of the right colon appear dark, dusky, and distended, with an appearance indicative of ischemia. There is no evidence of hemorrhage within either the small or large bowel.

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Genitourinary System:

The right and left kidneys weigh 150 and 170 grams, respectively. The renal capsules are smooth and thin, semitransparent, and strip with ease from the smooth, delicately lobulated cortical surfaces. The right perirenal soft tissues are distended by a massive hematoma (hemorrhage), which completely surrounds the kidney, and measures 25 cm in diameter. This hematoma engulfs the kidney, and occupies the right retroperitoneal space down to the pelvic brim posteriorly. The volume of hemorrhage is estimated at between 1.5 to 2 liters. The renal cortices are of the usual thickness, and the medullary pyramids are congested. The collecting systems are normally formed. The urinary bladder is empty. The testes are unremarkable.

Reticuloendothelial System:

The spleen weighs 285 grams, and has a smooth, intact capsule covering red-purple, soft congested parenchyma, with no focal lesions noted. The regional lymph nodes appear unremarkable.

Endocrine System:

The pituitary, thyroid and adrenal glands are unremarkable.

MICROSCOPIC EXAMINATION:

Multiple brain sections are examined, and reveal diffuse cortical neuronal loss with corresponding gliotic proliferations. No

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acute infarcts or meningitis are identified. The cerebellar section exhibits extensive atrophy. Mesencephalic sections exhibit loss of pigmented neurons with accompanying gliosis.

Colon sections reveal severe chronic ischemis colitis, with mucosal atrophy and inflammation. One section is infarcted acutely, with mural hemorrhage.

Liver sections and the spleen section are unremarkable.

Kidney sections reveal extensive autolysis, with focal cortical scarring and corresponding glomerular sclerosis. Arteriosclerotic changes of the small vessels is pronounced.

Heart sections reveal interstitial fibrosis (scarring). The right ventricle section is unremarkable. No acute infarction is identified.

The thyroid section exhibits severe chronic thyroilditis.

Multiple lung sections are examined. Many reveal a severe acute bronchopneumonia, with alveoli filled with acute inflammatory cells. No other disease is evident.

The pancreatic section exhibits fibrosis.

PATHOLOGIC DIAGNOSIS:

I. Acute bronchopneumonia, right lung.

II. Spontaneous retroperitoneal and perinephric hematoma, acute, right kidney region, extremely large.

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III. Generalized atherosclerosis, all major arterial vessels, extremely severe.

IV. Chronic ischemic colitis, with acute (periterminal) acute ischemia and focal right colonic infarction.

V. Pancreatic fibrosis.

VI. Renal arteriolonephrosclerosis, focal.

VII. Chronic thyroiditis.

VIII. Parkinson's disease.

IX. Myocardial interstitial fibrosis, diffuse.

OPINION:

This 81 year old white male, William Murray, had extremely severe hardening of the major arteries in the body, and also had Parkinson's disease. Terminally, he developed an acute ischemic condition of the colon, with focal death (infarction) of the right colon, and subsequently developed a massive spontaneous hemorrhage around the right kidney as a complication of the colon infarction. These conditions also led to his deterioration and the development of an acute pneumonia within the right lung, which is the most proximate

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cause of his death. The autopsy revealed no evidence of injury or neglect, and toxicologic studies were not contributory. The manner of death is natural.

CAUSE OF DEATH:

Acute bronchopneumonia, due to generalized atherosclerosis with acute infarction of colon, and spontaneous massive right retroperitoneal hemorrhage.

Contributing conditions: Parkinson's disease, myocardial fibrosis.

Kris Sperry, M. D.

APR-30-2008 11:26 From: To:8435770261 P.12/12

AGREEMENT

COME NOW Pamela Holmes Murray Smith, Elizabeth Edwards Murray and Catherine Peronneau Murray-Smith, each both individually and as the heir of her mother, Minnie Holmes Murray, (all hereinafter collectively referred to as "Daughters") and Elizabeth Edwards Murray as Administratix DBN of the Estate of Minnie Holmes Murray (referred to hereafter as "The Estate"), and William Edwards Murray (hereinafter referred to as "Father"), and enter into this Agreement this 22 day of April, 1980.

WITNESSETH:

WHEREAS, Daughters, The Estate, and Father wish to reduce to writing their various understandings and agreements concerning certain financial matters; and

WHEREAS, Daughters, The Estate, and Father wish to conclude the administration of the Estate of the late Minnie Holmes Murray, mother of Daughters and former wife of Father; and thereby to establish the trust under the Will of Mother;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Daughters and Father agree as follows:

1.

Father hereby acknowledges that he is indebted to the Estate of Minnie Holmes Murray. The parties hereby agree that the principal amount of the indebtedness was One Hundred Forty-Two Thousand Six Hundred Eighty-Five Dollars ($142,685.00) as of March 9, 1967. The parties further agree that interest has accrued and is due on said indebtedness from March 9, 1967, through October 11, 1976, in the amount of Ninety-Seven Thousand Three Hundred Fifteen Dollars ($97,315.00). Thus, Daughters and Father agree that the total amount of his indebtedness to the Estate as of October 12, 1976, was Two Hundred Forty Thousand Dollars ($240,000.00), and

EXHIBIT 15 tabbies

Father agrees to pay that amount plus interest to the Estate in the manner provided below.

The parties agree that no interest on the indebtedness is due or payable for the period from October 12, 1976, through October 12, 1979. The parties further agree, however, that commencing on October 13, 1979, the indebtedness of Two Hundred Forty Thousand Dollars ($240,000.00) shall bear interest at the rate of eight percent (8%) per annum, payable annually. Father shall pay interest only for a period of three (3) years (that is, payments of interest only shall be due on October 13, 1980, 1981, and 1982), after which time Father shall pay principal and accrued interest, amortized over a period of ten (10) years. Thus, the Father's payments shall be as follows:

Payment Schedule

	Principal	Interest	Total
October 13, 1977	-0-	-0-	-0-
October 13, 1978	-0-	-0-	-0-
October 13, 1979	-0-	-0-	-0-
October 13, 1980	-0-	$19,200.00	$19,200.00
October 13, 1981	-0-	$19,200.00	$19,200.00
October 13, 1982	-0-	$19,200.00	$19,200.00
October 13, 1983	$24,000.00	$19,200.00	$43,200.00
October 13, 1984	$24,000.00	$17,280.00	$41,280.00
October 13, 1985	$24,000.00	$15,360.00	$39,360.00
October 13, 1986	$24,000.00	$13,440.00	$37,440.00
October 13, 1987	$24,000.00	$11,520.00	$35,520.00
October 13, 1988	$24,000.00	$ 9,600.00	$33,600.00
October 13, 1989	$24,000.00	$ 7,680.00	$31,680.00
October 13, 1990	$24,000.00	$ 5,760.00	$29,760.00
October 13, 1991	$24,000.00	$ 3,840.00	$27,840.00
October 13, 1992	$24,000.00	$ 1,920.00	$25,920.00

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Failure to make any payment when due shall automatically, without notice, result in an increase in the interest rate on the unpaid installment from eight percent (8%) to twelve percent (12%) for the period in which it is unpaid. If Father fails to make any payment of principal or interest when due (hereinafter referred to as a "default") and if Father fails to cure such a default by making said payment within (12) months after the date written notice of said default is given to Father by Daughters, all remaining payments shall, at the option of Daughters, immediately mature and become due and payable in full. There shall be no prepayment penalty. All payments to Daughters under this Agreement shall be sent in care of William G. McDaniel, Suite 200, Candler Building, Atlanta, Georgia 30303.

2.

Father has previously transferred to the Estate of Minnie Holmes Murray, as owner, Policy No. 2,643,459 of the New England Mutual Life Insurance Company, in the stated amount of Three Hundred Eighty-Five Thousand Dollars ($385,000.00), which insurance policy is reassignable to him. Such obligation to reassign said policy is hereby terminated and The Estate's ownership therein is reaffirmed. Simultaneously with the execution of this Agreement, Elizabeth Edwards Murray, as Administratrix shall deliver said policy of insurance to William G. McDaniel, attorney for The Estate, for safekeeping.

Father represents and warrants that the aforesaid policy of insurance is in full force and effect; that there are no loans or liens outstanding and unpaid against the said policy except for premiums thereon; that all premiums due and payable on said policy have been paid; that Father shall have no right to borrow against the said policy except on behalf of and with the express written consent of Daughters which consent is hereby granted for the payment of premiums. Father agrees to maintain additional term insurance to cover premium payment loans. Father shall have no further right

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to pledge or encumber said policy. Father agrees to maintain said policy and make all required premium payments exclusive of premium payment loans through October 13, 1980. Father covenants and agrees to make all necessary arrangements with said insurance company to provide Daughters with all notices of premium or interest payments and other information relative to the insurance so that at all times hereafter Daughters shall have complete information concerning the said policy.

3.

Father shall cooperate in any reasonable way with Daughters to collect any monies due them or the Estate of Minnie Holmes Murray as a result of Leon D. Murray, Jr.'s administration of the Estate of Minnie Holmes Murray.

4.

Any notices to be given under the Agreement by any party to any other shall be in writing and must be effected by certified mail, return receipt requested, or by delivery by hand. Except as otherwise specifically provided, notice sent by mail shall be deemed given and received when deposited in the United States mails with adequate postage thereon. Notice to Daughters shall be sufficient if made on or addressed to William G. McDaniel, Attorney-at-Law, Suite 200, Candler Building, Atlanta, Georgia 30303. Notice to William E. Murray shall be sufficient if made on or addressed to William E. Murray, President, East Bay Company, Post Office Box 1298, Charleston, South Carolina 29402. Any party may designate a new address for purposes of notice by giving notice to the other parties pursuant to this provision.

5.

As provided in this Paragraph 5, Father shall have the right to transfer property (exclusive of the Marion Building, Augusta, Georgia) to Daughters in order to extinguish or reduce his principal indebtedness referred to in Paragraph 1 above. Should Father so elect, he shall give written notice to Daughters. The notice must

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specifically describe the property, the amount of debt to be extinguished by the transfer, and the proposed method of transfer. Daughters shall be deemed to accept Father's proposal unless they object, in writing, within sixty (60) days after their actual receipt of the notice of proposed transfer. If Father's proposal is accepted or deemed accepted, Father's indebtedness shall be reduced by the amount stated in Father's proposal, as of the date of transfer of the property.

If Daughters object to the proposal, they shall so notify the Father, and the matter may be referred to arbitration by Father or by Daughters. If the matter is referred to arbitration and there is a dispute as to the amount of debt to be extinguished by the transfer, in order for Father to prevail on that issue, he must establish that the property to be transferred has a fair market value of one hundred fifty percent (150%) of the proposed amount of debt to be extinguished by the transfer. Further, the arbitration must establish that the property transferred may not have indebtedness against it in excess of seventy percent (70%) of its total value.

6.

It is agreed that all questions as to rights and obligations arising under the terms of this contract which may properly be submitted to arbitration are subject to arbitration, and such arbitration shall be governed by the commercial arbitration rules of the American Arbitration Association.

If a dispute that is properly submissible to arbitration should arise under this contract, any party may make demand for arbitration by sending written notice to the others within sixty (60) days.

The parties hereto may agree on one arbitrator, but in the event that they cannot so agree, there shall be three arbitrators, one named in writing by Father and Daughters within thirty (30) days after demand for arbitration is made, and a third

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to be chosen by the two so named. Should Father or Daughters refuse or neglect to join in the appointment of the arbitrators, they shall be appointed in accordance with the provisions of the commercial arbitration rules of the American Arbitration Association.

All arbitration hearings conducted hereunder, and all judicial proceedings to enforce any of the provisions hereof, shall take place in New York, New York or in such other jurisdiction as shall be mutually agreeable to the parties. The hearing before the arbitrators of the matter to be arbitrated shall be at the time and place within said county as is selected by the arbitrators. Notice shall be given and the hearing conducted in accordance with the provisions of the commercial arbitration rules. The arbitrator(s) shall hear and determine the matter. If there is only one arbitrator, his decision shall be binding and conclusive on the parties. If there are three arbitrators, the decision of any two shall be binding and conclusive. Upon determining the matter, the arbitrator(s) shall execute and acknowledge the award in writing and deliver a copy thereof to each of the parties by registered or certified mail. Any such award shall be final and binding without right of appeal. A judgment confirming the award of the arbitrator(s) may be rendered by any court having jurisdiction.

If the arbitrators selected hereunder shall fail to reach an agreement within three months, they shall be discharged, and three new arbitrators shall be appointed and shall proceed in the same manner, and the process shall be repeated until a decision is finally reached by two of the three arbitrators selected.

The costs and expenses of arbitration, including the fees of the arbitrators, shall be borne by the losing party or parties or in such proportions as the arbitrators shall determine. The successful party or parties shall recover as expenses all reasonable attorney's fees incurred by him or them in connection with the arbitration proceeding or any appeals therefrom.

EEM006832

7.

This Agreement constitutes the full and final reconciliation of any and all financial claims of Daughters and the Estate of Minnie Holmes Murray against Father based on rights currently existing, whether known or unknown. This instrument and the documents contemplated hereunder constitute the sole and only agreement of the parties hereto and correctly set forth the rights, duties, and obligations of each to the other as of their date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. Any modification of this Agreement must be in writing and signed by each party hereto.

8.

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

9.

This Agreement shall inure to the benefit of and bind the parties, their estates, heirs, successor, assigns, and representatives.

10.

No failure on the part of any party to exercise, and no delay in exercising, any right, remedy, or power under this Agreement shall operate as a waiver, and no single or partial exercise of any right, remedy, or power by any party precludes any other or further exercise thereof or the exercise of any other right, remedy, or power. No express waiver or assent by any party to any breach of or default under this Agreement shall constitute a waiver of or an assent to any subsequent breach of or default under this Agreement.

EEM006933

11.

The validity of this Agreement, and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and construed pursuant to, and in accordance with, the laws of Georgia.

So agreed, this 22 day of April, 1980

FATHER:

_____ (SEAL)
Witness

William Edwards Murray (SEAL)
William Edwards Murray

DAUGHTERS, both individually and as heirs of their mother Minnie Holmes Murray:

Joseph S. Ott (SEAL)
Witness

Pamela Holmes Murray Smith (SEAL)
Pamela Holmes Murray Smith

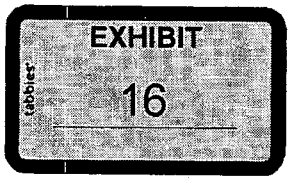
Joseph S. Ott (SEAL)
Witness

Elizabeth Edwards Murray (SEAL)
Elizabeth Edwards Murray
(and as Administratrix DBN of the Estate of Minnie Holmes Murray)

Joseph S. Ott (SEAL)
Witness

Catherine Peronneau Murray-Smith (SEAL)
Catherine Peronneau Murray-Smith

EEM006934



December 12, 1998

Dear Daddy,

You will be happy to note that, under duress, I have finally mastered using the computer for my typewritten documents. No more typos, overwritten corrections, auto-spell, equal margins- it can't get much better. Yea team.

Unfortunately, the reason for this letter is to once again declare that your debt to the Estate of M.H. Murray, Dec'd is still in default on both principal and interest of the $240.000 note as well as in default on the premium payments on the New England Life Insurance Policy for $385,000. Ongoing interest on this debt is at a rate of 12%, as stated in the settlement agreement of 4/22/80 and confirmed by your signature on that document and ongoing communication and confirmation of same both verbally and in delivered documents in December of every two years.

I understand that things might be shaping up a little financially and I hope that we can start to clear this up in small increments of some sort or by an exchange of property as outlined in the Settlement Agreement. You have confirmed to me that you have acknowledged this debt in your financial statement to Signet Bank in Maryland. I would greatly appreciate your sending me a copy of that document so that I can add it to the files. As you know, your obligation remains active with this notice to you per Paragraph 4 of the Settlement Agreement on Page 4. I have received no written notice from you regarding a desire to exchange property but I would like to discuss this. I know that you have that office building in White Plains but although we discussed it I have received no financials on the property so as to assess its suitability for such an exchange. As noted in the Agreement, all such decisions regarding exchanges or any other issues relating to this debt shall take place in New York (page 6). I say this only because you are spending more time in SC but you have affirmed that you are a New York City resident by virtue of tax returns, voting, drivers license, residence at the Carlyle, and your business office here, as well as your standing in the New York Bar.

Per the Agreement, this agreement shall inure to the benefit of and bind the parties, their estates, heirs, successor, assigns, and representatives. You have told me that Hilton is one of your executors and I am in communication with him regarding this issue. Please note that the Agreement says that no failure on the part of any party to exercise, or delay in exercising, any right, remedy, or power under this agreement shall operate as a waiver and no single or partial exercise of any right, remedy or power, etc. shall constitute a waiver of or an assent to any subsequent breech of or default under this agreement. Unless you inform me otherwise, I shall assume that this constitutes a waiver of your right to use non-payment as a waiver of your obligations.

Please note, we would all prefer that you live to a ripe old age and that we resolve this without having to wait for your demise. However, we could all use a little pocket change and we have waited long and hard with smiles on our faces to receive a check on account of this obligation.

Hell of a Merry Christmas Greeting, huh? I will give this to you at our annual lunch at Isle of Capri and order the angels hair pasta with clams and a glass of white wine... so what else is new.

Love,

Elizabeth E. Murray, Administratrix, Estate of Minnie Holmes Murray, Dec'd.

→ Isle of Capri for late lunch - highlighted

EEM003951

December 12, 2000

Dear Daddy,

This letter will read in a very similar fashion to the one two years ago due to the marvels of the computer age. A few changes but all is the same for the most part...

Again, the reason for this letter is to once again declare that your debt to the Estate of M.H. Murray, Dec'd is still in default on both principal and interest of the $240.000 note as well as in default on the premium payments on the New England Life Insurance Policy for $385,000. Ongoing interest on this debt is at a rate of 12%, as stated in the settlement agreement of 4/22/80 and confirmed by your signature on that document and ongoing communication and confirmation of same both verbally and in delivered documents in December of every two years.

I of all people realize that you are under financial stress in Quogue, as am I due to the monies expended and I hope that we both make it through the long winter. I still hope that we can start to clear this up in small increments of some sort or by an exchange of property as outlined in the Settlement Agreement. I hope that you have cleaned up that mess in Maryland and that you may have some funds freed up by some time soon.

As you know, your obligation remains active with this notice to you per Paragraph 4 of the Settlement Agreement on Page 4. I have received no written notice from you regarding a desire to exchange property I would still like to discuss this. Perhaps the property on the Isle of Palms which you have for sale? As noted in the Agreement, all such decisions regarding exchanges or any other issues relating to this debt shall take place in New York (page 6). I say this only because you are spending yet more time in SC but you have affirmed that you are a New York City resident by virtue of tax returns, voting, drivers license, residence at the Carlyle, and your business office here, as well as your standing in the New York Bar. Understand that you are building an apt there?

Per the Agreement, this agreement shall inure to the benefit of and bind the parties, their estates, heirs, successor, assigns, and representatives. You have told me that Hilton is still one of your executors and I am in communication with him regarding this issue. Please note that the Agreement says that no failure on the part of any party to exercise, or delay in exercising, any right, remedy, or power under this agreement shall operate as a waiver and no single or partial exercise of any right, remedy or power, etc. shall constitute a waiver of or an assent to any subsequent breech of or default under this agreement. Unless you inform me otherwise, I shall assume that this constitutes a waiver of your right to use non-payment as a waiver of your obligations. It would have to be by certified mail to me at 737 since I am out in Quogue so much

We all want to resolve this without having to wait for your demise. However, we could all use a little moola, especially since I, at least, am getting minimal pay in Quogue.

Merry Christmas and all that jazz. You know I don't send cards, waste of time and money! I will give this to you at our annual lunch at Isle of Capri and order the angel's hair pasta with clams and a glass of white wine... Sauvignon Blanc these days now that I am a restaurant wine expert, sort of...

Love,

Elizabeth E. Murray, Administratrix, Estate of Minnie Holmes Murray, Dec'd.

- went to office to deliver - ordered Chinese food in. we called Walker

EEM003343

December 12, 2002

Dear Daddy,

So here we are with yet another December letter. Let old habits die hard.

Again, the reason for this letter is to once again declare that your debt to the Estate of M.H. Murray, Dec'd is still in default on both principal and interest of the $240.000 note as well as in default on the premium payments on the New England Life Insurance Policy for $385,000. Ongoing interest on this debt is at a rate of 12%, as stated in the settlement agreement of 4/22/80 and confirmed by your signature on that document and ongoing communication and confirmation of same both verbally and in delivered documents in December of every two years.

I know that you are under financial stress in Quogue, as am I due to the monies expended. I hope that we both make it through the long winter. Lets try to set up some payments in small increments. Another option would be to transfer the condo in Quogue since it is income producing and let the Estate manage it and rent it back to the Inn

As you know, your obligation remains active with this notice to you per Paragraph 4 of the Settlement Agreement on Page 4. I have received no written notice from you regarding a desire to exchange property I would still like to discuss this? As noted in the Agreement, all such decisions regarding exchanges or any other issues relating to this debt shall take place in New York (page 6). I say this only because you are spending much more time in SC but you have affirmed that you are a New York City resident by virtue of tax returns, voting, drivers license, residence at the Carlyle, and your business office here, as well as your standing in the New York Bar. I know that your new apartment there is almost ready. Are you going to sell the Carlyle or perhaps one of the condo apartments on 69th Street?

Per the Agreement, this agreement shall inure to the benefit of and bind the parties, their estates, heirs, successor, assigns, and representatives. You have told me that Hilton is still your executor and he confirmed that and we spoke about this debt while on the steps of the restaurant in Katonah- always working but multi tasking. Please note that the Agreement says that no failure on the part of any party to exercise, or delay in exercising, any right, remedy, or power under this agreement shall operate as a waiver and no single or partial exercise of any right, remedy or power, etc. shall constitute a waiver of or an assent to any subsequent breech of or default under this agreement. Unless you inform me otherwise, I shall assume that this constitutes a waiver of your right to use non-payment as a waiver of your obligations. Please send any such waiver by certified mail to me at 737 since I am out in Quogue so much

Please Daddy, lets get this behind us without you being gone. We won't enjoy it as much without you around. We want you to get healthier, not poorer. .

Merry Christmas I will give this to you at our annual lunch at Isle of Capri and order the angel's hair pasta with clams and a glass of white wine... I can't say that eating out at restaurants has quite the same charm it once did but its nice not to be eating at the Inn! I hope you might be able to come up to Katonah as the only time I see you is at the Inn- not so much fun. Xoxo

Love,

Elizabeth E. Murray, Administratrix, Estate of Minnie Holmes Murray, Dec'd.

Delivered to Wallace by hand at Carlyle
in sealed envelope - no Wed at Capri
not feeling well

EEM003342

December 20, 2004

Dear Daddy,

Another December letter. It comes around like a fox glove plant- every other year.

Again, the reason for this letter is to once again declare that your debt to the Estate of M.H. Murray, Dec'd is still in default on both principal and interest of the $240.000 note as well as in default on the premium payments on the New England Life Insurance Policy for $385,000. Ongoing interest on this debt is at a rate of 12%, as stated in the settlement agreement of 4/22/80 and confirmed by your signature on that document and ongoing communication and confirmation of same both verbally and in delivered documents in December of every two years.

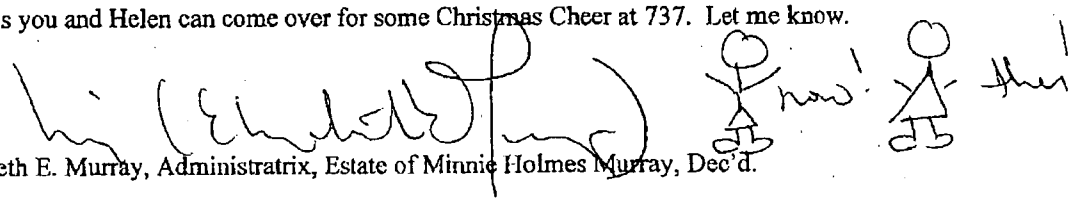
Lets hope that the sale of Quogue goes through for both of us. I am happy that the restaurant seems to be in new hands, and I hope to get back those personal monies expended. Have you thought that you might transfer the condo property now that you are out of the restaurant end of things out there... Lets talk about this.

As you know, your obligation remains active with this notice to you per Paragraph 4 of the Settlement Agreement on Page 4. I have received no written notice from you regarding a desire to exchange property I would still like to discuss this? As noted in the Agreement, all such decisions regarding exchanges or any other issues relating to this debt shall take place in New York (page 6). I say this only because you are spending much more time in SC but you have re-affirmed that you are a New York City resident by virtue of tax returns, voting, drivers license, residence at the Carlyle, and your business office here. I know that your new apartment there is almost ready

Per the Agreement, this agreement shall inure to the benefit of and bind the parties, their estates, heirs, successor, assigns, and representatives. You have told me that Hilton is still your executor and he confirmed that he acknowledges this debt. Please note that the Agreement says that no failure on the part of any party to exercise, or delay in exercising, any right, remedy, or power under this agreement shall operate as a waiver and no single or partial exercise of any right, remedy or power, etc. shall constitute a waiver of or an assent to any subsequent breech of or default under this agreement. Unless you inform me otherwise, I shall assume that this constitutes a waiver of your right to use non-payment as a waiver of your obligations. Please send any such waiver by certified mail to me at 737 since I am crazy with school work and final exams. I am not even looking at regular mail.

Merry Christmas. I will give this to you at our annual lunch at Isle of Capri and order the buffalo mozzarella and a glass of white wine. This is all ok on my Atkins Diet and I have lost about 15 lbs. I know that Katonah is too uncomfortable for you with the stairs but perhaps you and Helen can come over for some Christmas Cheer at 737. Let me know.

Love,



Elizabeth E. Murray, Administratrix, Estate of Minnie Holmes Murray, Dec'd.

Definitely had to bring this at lunch at Isle of Capri - read it to him twice

EEM003341

December 15, 2006

Dear Daddy,

December has rolled around again, ergo this letter. I am trying to get this out before you leave to go out of town so I will mostly repeat the old mantra.

Yet again, the reason for this letter is to once again declare that your debt to the Estate of M.H. Murray, Dec'd is still in default on both principal and interest of the $240.000 note as well as in default on the premium payments on the New England Life Insurance Policy for $385,000. Ongoing interest on this debt is at a rate of 12%, as stated in the settlement agreement of 4/22/80 and confirmed by your signature on that document and ongoing communication and confirmation of same both verbally and in delivered documents in December of every two years.

Let's hope that the sale of Quogue FINALLY goes through.

As you know, your obligation remains active with this notice to you per Paragraph 4 of the Settlement Agreement on Page 4. I have received no written notice from you regarding a desire to exchange property I would still like to discuss this? As noted in the Agreement, all such decisions regarding exchanges or any other issues relating to this debt shall take place in New York (page 6). I say this only because you are spending much more time in SC but you have re-affirmed that you are a New York City resident by virtue of tax returns, voting, driver's license, residence at the Carlyle, and your business office, etc.

Per the Agreement, this agreement shall inure to the benefit of and bind the parties, their estates, heirs, successor, assigns, and representatives. You have told me that Hilton is still your executor and he confirmed that he acknowledges this debt. Please note that the Agreement says that no failure on the part of any party to exercise, or delay in exercising, any right, remedy, or power under this agreement shall operate as a waiver and no single or partial exercise of any right, remedy or power, etc. shall constitute a waiver of or an assent to any subsequent breech of or default under this agreement. Unless you inform me otherwise, I shall assume that this constitutes a waiver of your right to use non-payment as a waiver of your obligations. Please send any such waiver by certified mail to me at 737 Park, New York NY 10021.

The NCIDQ studying is going well for the last part. I will keep you informed but I have a couple of jobs working in the meantime.

Merry Christmas. I will give this to your concierge at the Savoy and will also send a copy to Pam to read to you if she can get in to see you. Please remember that I love you and miss you and I hope we can resolve the many misunderstandings face to face. Pam is bringing you a big red poinsettia which I hope you will enjoy.

Love,

Merry Christmas - I love you -

Elizabeth E. Murray, Administrator, Estate of Minnie Holmes Murray, Dec'd.

Delivered to concierge in envelope for William E Murray - PRIVATE 12/18/08 - Sent by fax to Pam to read to him same day

EEM003340

STATE OF SOUTH CAROLINA

PROBATE COURT

COUNTY OF CHARLESTON

IN RE: THE ESTATE OF WILLIAM EDWARDS MURRAY,

Deceased,

CASE NO. 2007-ES-10-0116

VIDEO

DEPOSITION OF: HILTON SMITH

DATE: December 16, 2014

TIME: 9:06 AM

LOCATION: Law Offices of
HOOD LAW FIRM, LLC
172 Meeting Street
Charleston, SC



TAKEN BY: Counsel For the Elizabeth Murray and Pamela Murray

REPORTED BY: Roxanne M. Easterwood, Registered Professional Reporter

VIDEOGRAPHER: Nick Stello

A. WILLIAM ROBERTS, JR., & ASSOCIATES

Fast, Accurate & Friendly

answer that question, or am I violating any privilege?

Q. Well, you've already started talking about what your lawyer told you.

A. Well, I don't want to violate a privilege, so.

Q. I'm -- it's my position that you have already waived that privilege, okay. So I would ask you to tell me what Edward said about this document of renewal.

MR. HOOD: I'd advise him not to answer that question.

BY MR. KEFALOS:

Q. Okay. Well, what's your position on the document of renewal?

A. My position was surprise that a document of such significance could have been forgotten and not included in the original claim. That was one reaction I had.

A second reaction I had is that this is completely -- my father-in-law did not ever tell me he intended to honor this claim. He told me that he had provided for his daughters, he was going to provide for them through this last will and testament, which as his executor I was aware

STATE OF SOUTH CAROLINA

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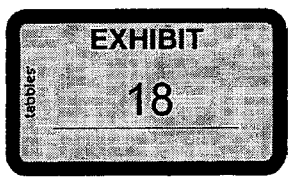
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A. WILLIAM ROBERTS, JR., & ASSOCIATES

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Charleston, SC (843) 722-8414
Hilton Head, SC (843) 785-3263
Myrtle Beach, SC (843) 839-3376
Columbia, SC (803) 731-5224
Greenville, SC (864) 234-7030
Charlotte, NC (704) 573-39194

his daughters.

A. Well let's start over. Let's start over so I'm not unclear.

Q. Are you aware of any time after the -- his financial statement where Mr. Murray acknowledged or reaffirmed the debt?

A. After the what financial statement?

Q. After the financial statement with Signet Bank?

A. And the Small Business Administration?

Q. Yes.

A. I'm not sure. I don't think so.

Q. And after that financial statement was there any time that you are aware of that Mr. Murray specifically repudiated the debt?

A. To me many times. I can't remember exactly when.

Q. Before or after this financial statement?

A. After the financial. This is mid '90s through the time of his death. Bill told me he was going to take care of his children the way he has provided through his will and trust and that he was not going to make anymore payments.

I did see a demand letter or it went

A. This is 1984 when they engaged me.
Q. Yes. Okay.
A. After that did he admit it again?
Q. No. At -- in your efforts to talk to him in 1984 did he say, okay, I know I made this debt, but I'm not going to pay it? Is that what his position was?
A. And just from my standpoint, we're talking 30 years ago. My recollection is what I have shared with you: Bill Murray felt that he had repaid his daughters through his generosity on an ongoing basis as of 1984 and thereafter, that he had made significant gifts and supported his daughters in a variety of ways so that he didn't feel he should be in a position to make anymore payments on the 1980 agreement.
Q. Okay.
A. That's what I remember.
Q. That's his position in 1984?
A. That's what I remember, general discussions.
Q. All right. Let's look at this document, which we'll mark as Exhibit 4.
(Smith EXH. 4, Check 0555, marked for identification.)

A. Yeah.

Q. What was the circumstance for that?

A. We were in -- we were meeting and talking and I -- we were talking about what did Bill want to do, and he told me I'm taking care of my daughters; I do not intend to honor any claim from the Marnie estate -- or the Minnie Farmer Holmes estate; I'm taking care of my daughters through what I've done for them and what I will do through my last will and testament.

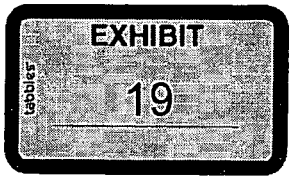
Q. When was that conversation? You said it was towards the end of his life?

A. Towards the end of his life. I can't tell you exactly. I saw my father-in-law almost every day for years at the end of -- towards the end of his life. I'd work out in the morning. I'd go over and see him for a couple of hours after I worked out, take a shower in his bathroom. We'd sit and talk.

Q. Did you --

A. So we talked about a number of things.

Q. Did you consider yourself still acting on the girls' behalf when you were talking to your father-in-law about the debt to Minnie Murray's estate during the end of his life?



Feb 9th, 2006

Dear Daddy,

Although we have spoken regularly regarding your debt to Mommy's Estate, I have been concerned since you told me that you signed a new Will last Spring. You have not yet confirmed to me that you re-documented your liability to her Estate. When I spoke to Hilton in August of 2002, he confirmed his intent as Executor of your Estate to include it as a "creditor's claim" and mentioned your acknowledgment of it to Signet Bank in Maryland. However, my recent lack of communication with both him and Catherine, as well as her stated assertion that "she and Hilton should inherit everything because he was the one who earned it" both distresses and alarms me. Additionally, you have told me that you "do not wish Helen to know about this debt for personal reasons". There is also the issue of Brianna, over and above Helen, who would obviously not inherit from our Mother's Estate and who could attempt to contest this debt, as it would reduce "her share" of the inheritance from your Estate (I am quoting her words, not mine). While you have a right to do with your own money what you will, your acknowledged debt to Mommy's Estate precedes the existence of both Helen and Brianna in your life and even Hilton, so far as his financial connection to your businesses

Although you have continued to advise me that, per your language in the 1980 note, "that this Agreement inures to my Estate and its representatives", as well as your assurance that we will get it on a "tax free basis" from your estate if we wait (and that it will reduce your Estate taxes), I am truly fearful of the potential outcome given the additional players added to the mix since the 1980 Agreement and Hilton's 10% share of your businesses. While I am sympathetic to your desire to avoid unnecessary taxes, , I am afraid that others who might not share in the "results" of this liability will attempt to thwart your desires, despite your best intentions. Additionally, I am liable as the Executrix of Mommy's Estate to my sisters and we have all agreed in a document to share equally in all monies received from you. You told me that you have "given" Hilton and Catherine a great deal of money towards their residence and that you made sure that the house was in Catherine's name. You have also given Pam a house, although of lesser value. That would open a contest against Catherine if Pamela and I failed to receive these monies due from your Estate, which I know is not your intention or desire. I know you would abhor the discord that would result from a situation such as this.

To summarize:

-I have notified you of your continuing obligation on a bi-annual basis, without notice of contest by you, as you have advised me to do to continue an "open and notorious declaration of claim of default", and

-you have *not* notified me by certified mail of any contest to the ongoing debt and continuing notice of default and obligation, as you outlined and required in the 1980 Agreement to refute the debt.

However, it has been many years since your last payment and many of your funds have been increasingly co-mingled with Hilton's and even with me regarding Quogue and the money owed to me on that account. I have my original bi-annual letters to you but the acknowledgments from you seem to have disappeared along with many other papers during my divorce proceedings. I would not trust that Dan would not try to benefit from the distribution of those monies or use that eventual inheritance or payment in the divorce action to avoid any liability to me of maintenance after divorce. His attorney seems to dwell (endlessly) on this issue, even so far as his expectation that you will pay Elspeth's college tuition, which he claims you promised to do. I simply don't believe that you said this to him. Therefore,

need you to formally certify below that you are in agreement with your original stated obligation to Mommy's Estate, which would be legally exempt from his calculations, which is now over $5 million per the computations attached for your examination.

I must have you, as soon as possible, *memorialize this agreement that those monies are due, as outlined in the 1980 agreement (see attached), by you to* ***her Estate,*** whether on a currently due basis or as part of debt that will be due upon your death as a valid claim to the three of us. We all hope that you have a long life, and that it is healthier by virtue of the health program on which you wish to embark. However, I have no desire to be sued after your death by my sisters or be aggressed upon by Helen or Brianna or Hilton, who collectively are not recipients of my mother's Estate. While we three, or at least Pam and I, could certainly use the money now, I would rather that you once again formalize your obligation so that I do not have to deal with this issue going forward in a hostile capacity or arena. I don't want to have to sue you to protect myself or to be sued by my sisters!

The situation of the three of us being your sole heirs has changed drastically since 1980, as well as your stated intention at that time to leave "everything to us anyway", as you said at that time.

Accordingly, you must protect me in my legal position as Executrix, CTA, and any resultant liability to my two sisters, for the proceeds and payment of this validated and recognized debt on your part. I will include this note along with your health care declaration, which I understand you want Dana to witness as a health professional. I hope that you will sign this along with that *into her safekeeping* so that I am protected along with your other two original daughters, to whom the money is owed.

I am also very worried about Helen trying to claim it all, *as she has stated she believes should be so* as your "life partner", even though you have never married. Please advise me if, instead, you would like to designate a piece of property, such as the Carlyle apartment, as an asset to be put *in trust* to be received in lieu of this obligation to the three of us. This is allowed for in the original Agreement. Nobody would have to know about your designation of this assignment of proceeds because you own that property in it's entirety. Whichever way you decide to honor the debt is your decision. However, I must ask you affirm this decades old debt owed to your first three children, which you have always stated is your intention, both legally and as our father. I know that you will do what is honorable and that you will make this acknowledgment known to the appropriate parties so that

I am not involved in inappropriate litigation after your death. Please give the signed copy of this to James or Dana or whomever you trust, even Alta, but please not to Hilton or Helen, as I do not feel that they have our best financial interests in their hearts and minds. Regardless of your trust in Hilton, I do not trust him with respect to my future or even my past inheritance from Mommy. He is uncommonly close to Dan these days, working in support of him in my divorce and using his access to you to promote Dan's financial success in negotiations, to my detriment.

Thank you for making this issue one of the past and not one of the future. I love you and want the best for you for many years to come but this is both an legal Agreement as well as an "honor debt". I have delayed enforcing its collection in trust of your advise and counsel, and as your daughter. But this is a legal responsibility for me and I need you to respect my position as someone trusting in you to do the right thing, especially since I have followed your legal counsel with respect to my position as Executrix. I neither wish to nor have funds to hire an attorney for other advise and I must depend on you to do right by me.

Now we will start working on the Carlyle to make it safe for you to be there during the long physical therapy ahead. I know that

you will be a champ and that you will win a few arm wrestling contests in years ahead, even if not with Jimmy Reese! You need to get stronger and try the New York doctors. They will certainly trump the MUSC protocol, as I do not see you getting better despite their best efforts. I promise to be there for you daily and to help you in any way possible in your recovery and improvement. You will be surrounded by friends who love you in NYC. And, I am sure, a few women who will still be fighting over you. Remember that I love you and want the best for you,

Elizabeth William E. Murray, Date Witnessed

Attached Documents:

1)Original 1980 note prepared by Bill McDaniel, Esq., signed by you, copy attached.

2)Excel Schedule of Debt, prepared by Pam, is also attached for your review. (these tables represent the primary components of the debt, the original note to MHM as well as the loans you took out on the insurance policy cash value, which we owned per the 1980 Agreement)

By Registered Mail

George J. Kefalos, Esquire
3 State Street
Charleston, SC 29401

February 23, 2009

Dear Mr. Kefalos:

I am an old friend of Mr. Murray's, reaching back over 20 years. In February of 2006, after we had visited a doctor, Dr. Stanley Fahn, at Columbia Presbyterian, Bill decided to pursue a more sophisticated Parkinson's disease treatment and health care regimen than the course of therapy that he was following in South Carolina.

We first consulted with Dr. Stanley Fahn in late 2005 and then went again, this time with Helen Flynn, Elizabeth Murray, and Mr. Murray's two health care attendants, on Feb. 8th. At that time, he told me that he intended to follow the program which was suggested by Dr. Fahn. It is my understanding that Helen, who I had met before, was opposed to this course of treatment and that Bill wanted the freedom to exercise his own judgment on his health care options. I had never met his daughter before but she seemed enthusiastic and helpful in assisting him in supporting his health care decisions.

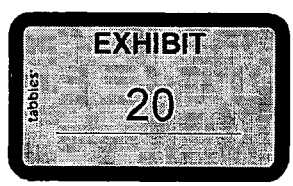
Mr. Murray had Elizabeth document what he wanted and he asked me to witness it as a health care professional. At the time he came, he asked me to also witness something having to do with his first wife's estate. I read both documents to him and he signed them both in my living room. He asked me to put them into "a safe place" so I put them into my neurology file with other papers pertaining to his treatment. Although Mr. Murray was taking his usual medications, I believe that he was entirely clear so far as his intentions and will to sign both documents. Although Mr. Murray's writing was a bit shaky, his mind was clear and he understood what he was signing and was under no influence to do so.

I recently uncovered this file while cleaning out my office to move to another office. Because I was more focused on the health care aspect, I did not consider the file relevant after his death until Elizabeth called me to ask if I still had the documents. I am happy to give this over to you after having received Elizabeth's approval, as he instructed me to give it only to her.

Please do not hesitate to contact me if I may be of further assistance. Bill was a dear friend of mine and I am happy to be of help in this matter.

Very truly yours,

Dr. Dana Flavin
1-203-964-7011



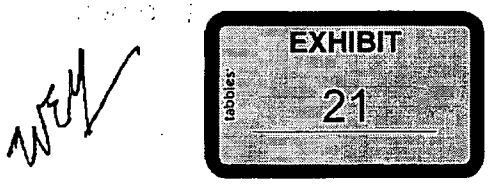
William E. Murray

This document is meant to serve as a declaration of what my living circumstances and health care preferences are at this time. These decisions have been reached after much thought, a review with physicians and friends, and with no pressure from any of those individuals. I would like this document to serve both as a health care proxy, attached, and as a statement of how I wish to live the rest of my life, circumstances permitting. However, this document may be revoked at any time depending on those circumstances if I am of sound mind and relatively sound body.

1.)I wish to spend half of my time in NYC at my residence at the Carlyle House with the balance spent in Charleston or other locations of my choice.

2.)As I have become older and infirm, I am increasingly subject to stress and upset. For that reason, I would like to spend at least half of my time alone, with my health care attendants. I do not wish to have any woman in my life other than Helen Flynn, merely time to be alone and reflect and see other friends, on a one to one basis, with whom she may not be comfortable or they with her.

3.)Helen does cause me a great amount of anxiety and a constant presence leads to greater stress and subsequent ill effects upon my health. I have decided to focus a great amount of time on physical therapy, dexterity therapy, speech therapy, and a possible new course of medication that will require spending approximately 10 consecutive weeks in NYC for blood tests and monitoring. I wish to make an extreme effort to regain some strength and mental focus. It is my belief that I should do this alone without the distraction of emotional entanglements.



FLAVIN000013

MURRAY000747

000822

4.)I have seen a great change in Helen's health and enjoyment of life. I would be much more comfortable with her if she would take medication that has been prescribed and hope that she would see a therapist to explore her depression and the general distress that she has expressed. I strongly believe that we both would be happier if we separately had time to rehabilitate ourselves physically and mentally and at the time that we had achieved our goals we would reevaluate our living together.

5.)To that effect, I would like to direct that my health care attendants report only to me or to those whom I designate. They are not house attendants and are there to serve my needs alone. I think that, given Helen's general health, she should consider having her own part time attendant to assist her both in her chores,shopping, appointments, as well as assist her in keeping the house to her satisfaction. The situation as it stands is clearly not working and I am not willing to risk the comfort of my current arrangements, particularly in light of the stress of this focus on health improvement. I will also require that these attendants sign an agreement to adhere to a certain decorum of behavior, soberness, attendance, dress, and professionalism. They are, however, to report to me alone or my designee and are not to be distracted with household chores and other assistance.

6.)In light of my greater presence in NYC, I will designate certain people, as available and willing, to serve as my voice should I become disabled or infirm or hospitalized while in NYC. This will be a mix of medical and family members and is in no way meant as disrespect to Helen or other members of my family. I have considered these individuals at great length and trust that my bests interests are their priority as well and that they fully understand my intentions. This will be covered in a formal health care proxy under separate documentation. All of these individuals are aware of my deep

FLAVIN000014

MURRAY000748

000823

feelings for Helen and my concern that she be consulted in major decisions.

Ergo, my priorities are:

A.) A health care proxy with responsibility for medical decisions if I am unable to make them. I will be seeing some new doctors for their counsel and will embark on a regiment of intense physical therapy.

B.) I wish to make the Carlyle apartment comfortable and safe for my limited physical strength and agility. I have directed my daughter Elizabeth to make these changes with respect paid to the architectural specifications outlined by the firm of Scott Ageloff and Associates, AIA. I endorse their recommendations and wish for Elizabeth to carry out these specifications as I have asked her to do.

C.) I wish to have my medications monitored as well as changes in blood pressure, a record of food intake, and other physical symptoms that my attendants notice as well as sleep patterns, unsteadiness, etc. This will also be in accord with my physical therapy regimen apart from medication.

D.) I would like Helen Flynn to acknowledge the above and assure her of my love and respect. I must do all that is in my power to increase my physical and mental agility and I am hoping that she will make a similar effort so that we may be comfortable spending more time together than I am able to spend at this time due to the attendant stress and anxiety which it causes me.

William E. Murray

William E. Murray, Date Signed

Witnessed: _____

Witnessed: _____ 2/10/06

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

)

IN THE MATTER OF:)

WILLIAM E. MURRAY)

)

DEPOSITION of SANJIN SUJAK, held at the offices of Fink & Carney Reporting and Video Services, 39 West 37th Street, New York, New York 10018, on Thursday, June 11, 2015, commencing at 9:08 a.m., before Jean Wilm, a Registered Professional Reporter, Certified LiveNote Reporter and Notary Public within and for the State of New York.



S. Sujak

signature.

Did you see Mr. Murray sign this document?

A No, I didn't see that.

Q Based upon your experience witnessing Mr. Murray's signature over the course of those five years, does this appear to be Mr. Murray's actual signature?

A This is -- Mr. Murray's signature at this year was very weak and I don't think this is his signature. This is very well done, like it's very considered and it's very consistent. And his signature was very weak, like it changed during the years. And he was very, very small signature sometime. This is very big signature, which doesn't make sense to me.

Q When you say it changed over the years, of course Mr. Murray had Parkinson's, correct?

A Yes.

Q And the date that this document was allegedly witnessed, it says February 10, 2006.

Do you see that to the right of the signature?

S. Sujak

A Yes.

Q And in February of 2006, based on your recollection, what was Mr. Murray's condition at that point?

A He was very weak. Sometime he gets really -- he would call woozy and needs to sit down. It's very, very sad to see this man just in that condition. He needs a water or -- he's got a bunch of pills which has changed many, many times. And due to all these medications, sometimes it's very, very -- it makes him feel very bad, very weak.

Q This Dear Daddy letter, which we have marked as Defendant's Exhibit 1, is a document that Elizabeth Murray claims Mr. Murray signed on February 10, 2006 to reacknowledge a debt to the Minnie Holmes estate.

Do you know who Minnie Holmes is?

A That was his first wife.

Q And this document purports to acknowledge a debt of several million dollars to the beneficiaries of the Minnie Holmes estate.

My question to you: Over the course of from 2002 to 2007, did Mr. Murray ever say to

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

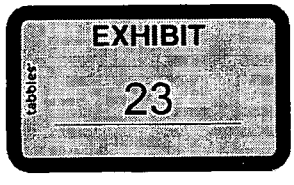
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IN THE MATTER OF:)

WILLIAM E. MURRAY)

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you or indicate to you in any way that he planned to pay this debt to the Minnie Holmes estate?

A I was talking -- he was talking to me about it, especially after occasion which happened in the Connecticut.

MR. EPTING: Let me interrupt and enter an objection to what was said.

Q So please continue.

A That there was a meeting in Connecticut and he said to me that Elizabeth tried to give him papers to sign. He said that to me later on because he's kind of having really, really -- he was close to me at that time, and he said to me that she was trying -- he said to me that Minnie estate -- she tries to get the money from him because he took from her mother money to invest in some other businesses. And he said to me that he would not sign that paper without other two daughters, which was Catherine and Pamela.

Q Catherine and Pam are Mr. Murray's other two daughters?

A Yes.

Q And we are going to go through the meeting in Greenwich which you just referenced in

just a second. But you are saying that after that meeting, Mr. Murray told you that Elizabeth Murray wanted him to sign documents related to the Minnie Holmes estate and he did not intend to do so?

A Right.

MR. EPTING: Object to the form of the question.

Q And the reason he intended not to do so is what?

A He said he will never do that, and Elizabeth before -- without Catherine and Pamela. And then I think she was -- prepared these papers I think way before. She tried to do that on several times. That's what he told me.

MR. EPTING: Objection to form and move to strike.

Q Mr. Murray indicated to you that Elizabeth Murray tried on several occasions to have her father sign documents related to the Minnie Holmes estate; is that correct?

A Yes.

MR. EPTING: Objection to form.

A I don't know he was exactly saying Minnie Holmes estate, but he said my -- you know,

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COUNTY OF CHARLESTON

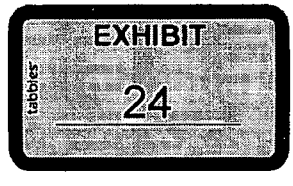
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is 2006, February 10, 2006, until the date of Mr. Murray's death, did Mr. Murray say or indicate to you that he intended to pay the debt to the Minnie Holmes estate?

MR. EPTING: Object to form.

A I think that was the next day, next day that he told me that Elizabeth tried to get him to sign a paper which is matter of his first wife, her mother -- some estate. I don't know, but he said he would never sign that paper without Catherine and Pamela.

Q So this conversation with Mr. Murray took place the day after the meeting with Ms. Flavin?

A Yes, if I remember good, yes. Yes.

Q Where did this conversation with Mr. Murray take place?

A I don't remember. We were in -- maybe in the office, maybe at home. Because sometime we will sit at his house in library and talk.

Q During this conversation with Mr. Murray --

A I think that happen in his library

at the residence.

Q The library at his residence, that is New York, correct?

A Yes, correct.

Q During this conversation with Mr. Murray the day after the meeting with Ms. Flavin, Mr. Murray said that Elizabeth Murray tried to get him to sign documents?

A Yes.

MR. EPTING: Object to form.

Q Did he say specifically what type of documents Elizabeth Murray tried to get him to sign?

A He said to me that she tried to get him to sign after his death or something that he has to pay the money -- he would say she accusing -- she was accusing him of taking money from Minnie. That's how he feels; that she accuse him and make him feel guilty why he took money from her mother and then put in a, I guess, some real estate or something, his businesses. And then he said he's tried to get this money back to pay him even with interest, I think. That's what he said.

S. Sujak

Q Did Mr. Murray say that he was going to sign this document?

A No.

MR. EPTING: Object to the form.

Q What did he say?

A He said that he didn't sign that.

Q And did he indicate to you that he ever intended to sign such a document?

MR. EPTING: Object to the form.

A No.

Q Throughout the time that you worked for Mr. Murray from 2002 to 2007, did you personally observe or have personal knowledge of financial assistance that Mr. Murray gave to his daughters, Elizabeth Murray and Pam Murray?

A Well, yes, he was helping his daughter, of course. He put her in several -- he has several businesses, and I think he tried to even put her in charge in the business in Quogue, New York, but I think she ruined that business. She run it to the ground, I mean. It was -- I think you can find many witnesses to that from former employees in Quogue.

Q Other than helping Ms. Murray,

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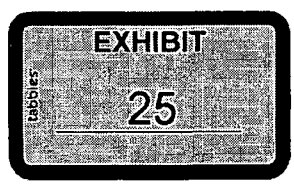
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S. Sujak

February 11, 2006, Mr. Murray told you that his daughter Elizabeth tried to get him to sign documents and he refused to do so?

A Yes.

MR. EPTING: Object to the form.

Q And Mr. Murray never indicated to you during any of the time that you were employed by him from 2002 to 2007 that he intended to pay a debt to the Minnie Holmes estate, correct?

A Correct.

MR. EPTING: Objection.

Q In fact, I believe you testified that he stated on several occasions that he did not intend to repay that debt; is that correct?

A That's correct.

MR. EPTING: Object to form.

Q Would you characterize your relationship with Mr. Murray as a very close one over the time that you worked for him from 2002 to 2007?

A Yes, we were -- I was his personal assistant, you know, the guy who goes to the bathroom with him. How can I be closer to a guy who you help in the bathroom and shave him and

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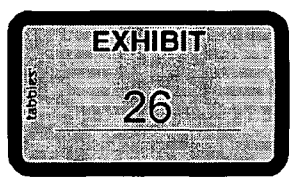
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what time of day you woke up and the very specifics about what time Mr. Murray went to the office and what time you went to Ms. Flavin's house, do you have any doubt in your recollection that you went to Ms. Flavin's house on February 10, 2006 and were asked to leave the living room while Elizabeth Murray, Mr. Murray and Ms. Flavin had a conversation?

A Yes.

Q Your memory is good in that regard?

A I remember that, yes, because it was strange to me. Kind of a little -- it was a little strange to me, you know.

Q The fact that you were asked to leave the living room was strange to you so that's why it stands out in your memory?

A Right. Especially if you sign the papers and need two witnesses for statement.

Q With regard to the two witnesses to any statement, you were not asked to witness anything, correct?

A No.

Q You would remember if you were asked to witness?

S. Sujak

A I would remember, yes.

Q And you would also remember if Mr. Murray gave you documents and told you to give them to his office?

A I would definitely remember that, yes.

Q You were asked some questions about the Thanksgiving dinner from 2005 and you indicated there was a male guest present, you were present, Mr. Murray was present, Ms. Flavin and her daughter were present. Is that correct?

A Yes.

Q You said that the male guest went upstairs before dinner and dressed as a woman and came down to dinner?

A Yes.

Q Why did that individual do that?

A I guess he's -- he wants to be a woman. I mean, I don't know. I never have a -- see something like that before. I mean, it was strange to me. He was a nice guy, too. He has a family. He's got kids and everything.

But I just -- I was shocked when I saw him come down. I said, "Is this the same

STATE OF SOUTH CAROLINA

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paper.

A Sometime he will try to -- try to signature and he will just stop. He couldn't -- the pencil wouldn't move. And then it go like -- sometimes just like this (indicating). This will be like small, small signature. Very, very small. But he always put Edward E. Murray. I mean William E. Murray.

Q When you look at the signatures that are on Defendant's Exhibit 1 and Defendant's Exhibit 3 --

A Right.

Q -- based on your personal observations in February of 2006, does that appear to be valid signatures of Mr. Murray?

A No.

Q And the reason why they do not appear to be valid is because his signature at that time was much smaller due to his physical problems?

A Physical condition, yes.

Q With Parkinson's?

A Yes.

MR. EPTING: Form.

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF CHARLESTON	)	C/A No. 2007-ES-10-1116
IN THE MATTER OF: WILLIAM E. MURRAY	)	**AFFIDAVIT OF STEVEN M. ABRAMS, J.D., M.S.**

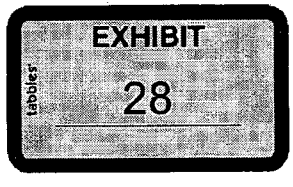
PERSONALLY appeared before me the undersigned who duly sworn and says as follows:

Background and Credentials

1. My Name is Steven Marc Abrams. I am a licensed attorney and commissioned state constable in South Carolina. My field of concentration is computer forensics examination. My office address is 1558 Ben Sawyer Blvd., Suite D., Mount Pleasant, SC 29464. My business phone number is (843) 216-1100. I am a member of the South Carolina Electronic Crime Task Force. My CV is attached to this affidavit as Appendix A.
2. I was retained by the Hood Law Firm to serve as its computer forensics expert in the above captioned matter.

Computer examination performed in my Mount Pleasant Forensics Lab

3. On January 17, 2008, I made a computer forensic image of an 80 GB hard drive (S/N:FFCB1600168BEDFE) contained within an Apple Mac Book laptop computer that belonged to the decedent's daughter, Brianna Murray. I analyzed this computer forensic image using AccessData Corporation's FTK Imager and Forensic Tool Kit Software.



Murray Daughters Pam and Liz each modified a key document prior to sending different versions to Brianna.

4. On March 20, 2009, attorney Christina Dickinson provided me with a PDF hardcopy of a document containing a declaration purportedly executed by William E. Murray on February 10, 2006.

5. I performed a computer forensic search of the hard drive image from Brianna Murray's Mac computer and found two slightly different versions of the document sent to me by Ms. Dickinson.

6. Both versions of the declaration document, each slightly different from the copy purportedly executed by Mr. Murray, were apparently emailed to Brianna on February 18, 2006 at 9:37AM.

7. Both documents contained metadata indicating it had last been printed on January 23, 2006 at 9:21PM. Thus the two documents on Brianna's computer were versions of a common ancestor document that had been subsequently edited; one by "Pam Stack" and the other by "Liz", according to metadata within each document.

8. Further it is established by the metadata within the documents that each document was modified on February 18, 2006, which is after the date of the purported execution of the document by the decedent. Metadata within the documents shows that "Liz" modified and last saved one version of the document, and "Pam Stack" modified and last saved the other version of the document.

9. The version of the document that was edited by Liz was found saved in a "\DAD" folder . The version of the document that had been edited by Pam was found in a "\SEND TO HILTON" folder that had been subsequently deleted.

10. Copies of both versions of the document recovered from Brianna's computer are appended to this affidavit. I have handwritten the file path and metadata, which I transcribed from the Microsoft Word properties window associated with each version of the document, across the top of the first printed page of each document.

FURTHER THE AFFIANT SAYETH NOT!

Steven M. Abrams

Steven Marc Abrams, J.D., M.S.

SWORN TO AND SUBSCRIBED BEFORE ME THIS

20, **DAY OF** May, **2009.**

Kristin Millonzi

NOTARY PUBLIC FOR SOUTH CAROLINA

MY COMMISSION EXPIRES: 12/31/2017

KRISTIN MILLONZI
Notary Public, South Carolina
My Commission Expires
December 31, 2017

Steven M. Abrams, Esq.
Attorney, Computer Forensics Examiner and Legal Technologist
P.O. Box 305
Sullivans Island, SC 29482-0305
843-216-1100
Steve@AbramsForensics.com

Curriculum Vitae

My key practice areas are Computer Forensics, e-Discovery, and Computer Law.

Education

2008 - South Carolina Basic Constable Training, Tri-County Technical College / SC Criminal Justice Academy, October – November 2008

- Commissioned as a South Carolina State Constable (LEO) on November 20, 2008.

- Techno Security 2008, Computer Forensics Training Seminar, Myrtle Beach, SC, June 2008

2007 - Charleston School of Law, Charleston, SC, Juris Doctor (J.D. - Magna Cum Laude)
I was sworn in to the South Carolina Bar on November 13, 2007.

- GMU2007 Computer Forensics Symposium, Regional Computer Forensic Group of the High Technology Crime Investigation Association, Fairfax VA, Aug. 2007 (40 CEU HTCIA)

- Techno Security 2007, Computer Forensics Training Seminar, Myrtle Beach, SC, June 2007

2006 - University of Aberdeen, School of Law, Kings College, Old Aberdeen, Scotland
in collaboration with the University of Baltimore Law School
Summer Law Program in Comparative Criminal Procedure and UK Business Entities & Taxation

- Techno Security 2006, Computer Forensics Training Seminar, Myrtle Beach, SC, June 2006

- SCALI Annual Training Seminar, May 2006

2005 - SCALI Annual Training Seminar, May 2005

- SCALI Fall Training Seminar, October 2005

2004 - Access Data Advanced Windows Forensics, June 23-25, 2004, New York City. (24 Credit Hours)

- SCALI Annual Training Seminar, May 2004 (10 CEU)

2003 - GMU2003 Computer Forensics Symposium, Regional Computer Forensic Group of the High Technology Crime Investigation Association, George Mason University,

Fairfax, VA. Aug.2003, (40 CEU HTCIA)

- Techno Security 2003, Computer Forensics and Security Conference (24 CEU)

- SCALI Annual Training Seminar & PI Training Seminar (16 CEU SLED)

2002 - SCALI Annual & Fall Training Seminars (16 CEU SLED)

- GMU2002 Computer Forensics Symposium, Regional Computer Forensic Group of the High Technology Crime Investigation Association, Fairfax VA, Aug. 2002, (40 CEU HTCIA)

- Access Data Computer Forensic Boot Camp, North Carolina Justice Academy, Edneyville, NC (24 CEU)

1992-1994 Microsoft Internet Developer Workshops NY, NY

1992-1993 Novell NetWare CNE Training, IBM Skills Discovery, Jericho NY

1984-1985 Microcomputer and Electronics Engineering, Hofstra University, Hempstead NY

1982-1983 Ph.D. Studies, Faculty Fellowship, Columbia University, Graduate School of Arts & Sciences

1981-1982 Columbia University, College of Physicians & Surgeons, Master of Science (M.S.)

1977-1981 Allegheny College, Meadville PA, Bachelor of Arts (B.A.) (Psychology - Computer Science)

Professional Licenses

Licensed as a Private Investigator in South Carolina and New York (2002-2008), PI licenses needed for computer forensics examiner work in NY and SC. I gave up PI licenses to accept commission as SC State Constable. SC law prohibits active law enforcement officers from holding PI licenses.

Licensed Attorney in South Carolina (2007 -)

District of Columbia (pending)

Experience (Selected)

2008 – Digital Forensics Instructor / Investigator, H-11 Digital Forensics / United States Embassy / SEDENA, Mexico City, Mexico.

2008 – Faculty, SC Bar Convention – Family Law Section CLE

2008 - Shareholder, Abrams Millonzi Law Firm, P.C., Mount Pleasant, SC 29464

2007 - Presenter, "E-Discovery: Definition, FRCP Changes and Application CLE",NBI, Charlotte, NC, December 19, 2007

2007 - Instructor, H-11 Digital Forensics, Mexico City, Mexico

2007 - Presenter, "Civil to Criminal: Collaborative Computer Forensics Investigations between PIs and Law Enforcement",GMU2007, August 9th & 10th, 2007

2007 - Presenter – "A South Carolina Lawyer's Roadmap to Navigating the New Federal E-Discovery Rules," The South Carolina Bar (CLE Division), April 13, 2007.

2006 - Presenter – "Typical Internet Sexual Activity and its Detection", Family Law CLE, The South Carolina Bar (CLE Division), November 2006.

2006 - Instructor, "3-day Hands-on Computer Forensics Workshop", Trident Technical College, N. Charleston, SC, CLE accredited by The South Carolina Bar, January 2006.

2006 – Present International Journal of Cyber Criminology, Editorial Advisory Board.

2005 - Lecturer, "Computer Forensic Introduction", Trident Technical College, CLE accredited by South Carolina Bar and CEU / In-Service hours for PIs / LE by SLED.

2001 - Present Steve Abrams & Company, Ltd. (dba Abrams Computer Forensics)
Licensed Private Investigator, Computer Forensics Examiner

1998 - 2001 Steve Abrams & Company, Ltd. Mt. Pleasant, SC, President

1996 - Democratic National Committee, Instructor - Southeast and Northeast Regional Schools for Congressional Campaign Managers.

1995 – 1999 Direct Marketers of Charleston Mt Pleasant, SC, Partner
Co-owner of Political Database Marketing Company and full service political print shop.

1994 - 1995 The Software Studio Mt Pleasant, SC, Owner
Owner of software development company that developed database applications for the Newspaper publishing industry.

1992-1993 Town of North Hempstead, Manhasset, NY, Deputy Commissioner of Finance

1986 - 1992 Digitron Telecommunications, Inc., Huntington, NY, Director of R&D

1984 - 1986 Computer Associates International., Islandia, NY, Senior Systems Programmer

1983 Contel Information Systems Division. Great Neck NY, Software Engineer (Network forensics Applications)

Recent Publications

Steven M. Abrams, Knowledge of Computer Forensics Is Becoming Essential for Attorneys in the Information Age, 75 N.Y. St. B. Assn. J. 8, 15 (Feb. 2003).

Steven M. Abrams, Knowledge of Computer Forensics, Essential for 21st Century Private Investigators, 16 PI Mag. 46, 59 (October 2003).

Professional Awards & Honors

2008 – Member, SLED Ad Hoc Committee on Computer Forensics

2007 – CALI Excellence for the Future Award, Aviation Law, Charleston School of Law, Fall 2006

– CALI Excellence for the Future Award, Interviewing, Counseling & Negotiation, Charleston School of Law, Fall 2006

– CALI Excellence for the Future Award, Insurance Law, Charleston School of Law, Fall 2006

– Dean's List, Charleston School of Law, Fall 2006, Spring 2007.

2006 – Editorial Advisory Board, International Journal of Cyber Criminology.

2004 - "2004 SCALI Investigator of the Year"

2003 - Member, SLED Private Investigations Business Advisory Committee

Professional Associations

Member, Institute of Electrical and Electronics Engineers - IEEE
Member, High Technology Crime Investigation Association - HTCIA
Member, South Carolina Association of Legal Investigators - SCALI
Member, Lowcountry Constables Association - LCA

Bar Association Memberships

Admitted to practice in South Carolina.

(Revised: Feb. 2009)

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William E. Murray

This document is meant to serve as a declaration of what my living circumstances and health care preferences are at this time. These decisions have been reached after much thought, a review with physicians and friends, and with no pressure from any of those individuals. I would like this document to serve both as a health care proxy and as a statement of how I wish to live the rest of my life, circumstances permitting, but this may be revoked at any time depending on those circumstances if I am of sound mind and relatively sound body.

1.) I wish to spend an equal amount of time in NYC at my residence at the Carlyle House with the balance spent in Charleston or other locations of my choice.
2.) As I have become older and infirm, I am increasingly subject to stress and upset. For that reason, I would like to spend at least half of my time alone, with my health care attendants. I do not wish to have another woman in my life other than Helen Flynn, merely time to be alone and reflect and see other friends, on a one to one basis, who may not be comfortable with Helen or she with them.
3.) Helen does cause me a great amount of anxiety and her constant presence leads to greater stress and subsequent ill effects upon my health. I have decided to focus a great amount of time on physical therapy, dexterity therapy, speech therapy, and a possible new course of medication that will require spending approximately 10 weeks in NYC for blood tests and monitoring. I wish to make an extreme effort to regain some strength and mental focus. It is my belief that I should do this alone without the distraction of emotional entanglements.
4.) I have seen a great change in Helen's health and enjoyment of life. I would be much more comfortable with her if she would take medication that has been prescribed and see a therapist to explore her depression and general distress that she has expressed. I strongly believe that she would be happier and that we would be happier in the time we spend together with hope for more time and happiness.
5.) To that effect, I would like to direct that my health care attendants report only to me or to those whom I designate. They are not house attendants and are there to serve my needs alone. I think that given Helen's general health, she should consider having her own part time attendant to assist her in her chores and shopping, appointments, etc. The situation as it stands is clearly not working and I am not willing to risk the comfort of my current arrangements, particularly in light of the stress of this focus on health improvement. I will also require that these attendants sign an agreement to a certain decorum of behavior, soberness, attendance, dress, and professionalism. They are, however, to report to me alone and are not to be distracted with household chores and other assistance.
6.) In light of my greater presence in NYC, I will designate certain people, as available and willing, to serve as my voice should I become disabled or infirm or hospitalized while in NYC. This will be a mix of medical and family members and is in no way meant as disrespect to Helen or other members of my family. I have considered these individuals at great length and trust that my [redacted] interests are their priority as well and that they fully understand my intentions. This will be covered in a formal health care proxy under separate documentation.

7.) All of these individuals are aware of my deep feelings for Helen and my concern that she be consulted in major decisions. Consulted or informed? What is his intent? Is he revoking Helen's health care proxy? If not, there will be problems and he needs to realize this. She will still assume she is in control and can call the shots. How about Hilton down here? Does that make sense with his travel, possible beginning distrust on WEM's part? I have spoken to him regarding having an advocate in both nyc and Charleston and he liked the idea. I mentioned you in nyc and me here in Charleston. An advocate to go to doctor apts with him, take notes, possibly implement what the doctor recommends in the way of therapy apts, etc. Helen had done (in a poor manner) all of this. I don't believe it should be in health attendants hands.

Ergo, my priorities are:

A.) health care proxy with responsibility for medical decisions if I am unable to make them. I will be seeing some new doctors for their counsel and will embark on a regiment of intense physical therapy.

B.) I wish to make the Carlyle apartment comfortable and safe for my limited physical strength and agility. I have directed my daughter Elizabeth to make these changes with respect paid to the architectural specifications outlined by the firm of Scott Ageloff and Associates, AIA. I endorse their recommendations and wish for Elizabeth to carry out these specifications.

C.) I wish to have my medications monitored as well as changes in blood pressure, a record of food intake, and other physical symptoms that my attendants notice as well as sleep patterns, unsteadiness, etc. This will also be in accord with my physical therapy regimen. He needs to be specific about who will do this monitoring and recording. Otherwise, Helen will muscle herself in yet again. I am fine with doing his meds and being the point person down her for the guys to deal with. They are also fine with that.

D.) I would like Helen Flynn to acknowledge the above and assure her of my love and respect. I must do all that is in my power to increase my physical and mental agility and I am hoping that she will make a similar effort on behalf of her own health challenges so that we may be comfortable spending more time together that I am able to spend at this time due to the attendant stress and anxiety which it causes me.

_____

William E. Murray, Date Signed

Witnessed: _____

Witnessed: _____

Witnessed:_____

Please note that a health care proxy will be provided for separately and that it will in full legal format. The agreement for the health care attendants will also be provided as an attached document when it is completed.

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Mod: 2/18/2006 5:05PM
Acc: 8/21/2007 10:42 PM
Printed: 1/23/06 9:21 PM

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William E. Murray

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2.) As I have become older and infirm, I am increasingly subject to stress and upset. For that reason, I would like to spend at least half of my time alone, with my health care attendants. I do not wish to have another woman in my life other than Helen Flynn, merely time to be alone and reflect and see other friends, on a one to one basis, who may not be comfortable with Helen or she with them.
3.) Helen does cause me a great amount of anxiety and her constant presence leads to greater stress and subsequent ill effects upon my health. I have decided to focus a great amount of time on physical therapy, dexterity therapy, speech therapy, and a possible new course of medication that will require spending approximately 10 weeks in NYC for blood tests and monitoring. I wish to make an extreme effort to regain some strength and mental focus. It is my belief that I should do this alone without the distraction of emotional entanglements.
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6.) In light of my greater presence in NYC, I will designate certain people, as available and willing, to serve as my voice should I become disabled or infirm or hospitalized while in NYC. This will be a mix of medical and family members and is in no way meant as disrespect to Helen or other members of my family. I have considered these individuals at great length and trust that my bests interests are their priority as well and that they fully understand my intentions. This will be covered in a formal health care proxy under separate documentation.

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D.) I would like Helen Flynn to acknowledge the above and assure her of my love and respect. I must do all that is in my power to increase my physical and mental agility and I am hoping that she will make a similar effort so that we may be comfortable spending more time together that I am able to spend at this time due to the attendant stress and anxiety which it causes me.

_____

William E. Murray, Date Signed

Witnessed: _____

Witnessed: _____

Witnessed: _____

Please note that a health care proxy will be provided for separately and that it will in full legal format. The agreement for the health care attendants will also be provided as an attached document when it is completed.

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Information for I:\mac_image\Mac_Alexandra:

Physical Evidentiary Item (Source) Information:
[Drive Geometry]
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 Tracks per Cylinder: 255
 Sectors per Track: 63
 Bytes per Sector: 512
 Sector Count: 156,301,488
[Physical Drive Information]
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 Drive Serial Number: ffcb1600168bedfe
 Drive Interface Type: 1394
 Source data size: 76319 MB
 Sector count:    156301488

ATTENTION:
The following sector(s) on the source drive could not be read:
        82876113
The contents of these sectors were replaced with zeros in the image.

[Computed Hashes]
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 SHA1 checksum:   051649a7ac8d582a51a22a63bd6bc5b5ba0c8109

Image Information:
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 SHA1 checksum:    051649a7ac8d582a51a22a63bd6bc5b5ba0c8109 : verified
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STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF CHARLESTON	)	C/A No. 2007-ES-10-1116
	)	
IN THE MATTER OF: WILLIAM E. MURRAY	)	**AFFIDAVIT OF MARVIN H. DAWSON, JR FORENSIC DOCUMENT EXAMINER**

PERSONALLY APPEARED BEFORE ME, Marvin H. Dawson, who after being duly sworn, deposes and says as follows:

1. I am a citizen and resident of Spartanburg County, South Carolina.

2. I am over the age of eighteen and I am competent to make these statements.

3. I am a Forensic Document Examiner with Dawson Document Laboratory, LLC.

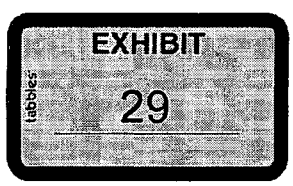
4. I achieved a Bachelor of Arts from the University of South Carolina and a Masters in Criminal Justice also from the University of South Carolina.

5. I am a graduate of the 121st Session at the FBI National Academy in Quantico, Virginia.

6. I have worked for the South Carolina Law Enforcement Division (SLED) and designed, developed and staffed SLED's Forensic Document Laboratory and SLED's first full-service forensic photography lab from 1972-1988.

7. I served as the forensic document examiner for the Department of Social Services, the Division of Investigation from 1988-1999.

8. I am Board Certified by The American Board of Forensic Document Examiners (ABFDE).



9. I am a member of the following organizations, American Board of Forensic Document Examiners, the American Society of Questioned Document Examiners, the American Academy of Forensic Sciences, the Southeastern Association of Forensic Document Examiners, FBI National Academy Associates, and Scientific Working Group for Forensic Document Examination.

10. I have been qualified and testified as an expert in the area of Forensic Document Examination over three hundred and fifteen times in Federal and State Courts as well as Court Martial, State Boards, and Regulatory Proceedings.

11. I examined Mr. William E. Murray's valid and known signatures from time periods consistent with the documents I was provided to review.

12. The documents I was provided to review, among others, are as follows:

a. A "Dear Daddy" letter dated February 9, 2006 attached to this Affidavit as Exhibit A.

b. A document titled William E. Murray attached as Exhibit B.

13. I examined the signatures of William E. Murray on the documents listed above to determine their degree of genuineness when compared to William E. Murray's known signatures during the time period the documents were allegedly signed.

14. I examined certain characteristics of the alleged signatures of William E. Murray on Exhibits A and B including but not limited to, speed, fluency, letter connection, line thickness, pen stops and pen lifts, individual letter characteristics, pressure, and execution to determine whether the signatures were genuine or non-genuine.

15. I use a reporting system to gage the degree of genuineness of a signature I examine based on ASTM standards.

16. It is my opinion to a reasonable degree of certainty that the following signatures are not genuine signatures of William E. Murray:

a. Exhibit A is most probably not a genuine signature.

b. Exhibit B is most probably not a genuine signature.

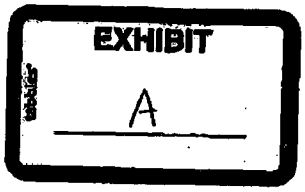
17. It is my opinion to a reasonable degree of certainty the signatures of William E. Murray on Exhibit A and Exhibit B, when compared to signatures I know to be genuine from the same time period are above the skill level that William E. Murray possessed at the time and are not genuine signatures.

FURTHER THE AFFIANT SAYETH NOT.

Marvin H. Dawson, Jr.

SWORN TO AND SUBSCRIBED before me
this 10th day of October 2016.

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES:



Feb 9th, 2006

Dear Daddy,

Although we have spoken regularly regarding your debt to Mommy's Estate, I have been concerned since you told me that you signed a new Will last Spring. You have not yet confirmed to me that you re-documented your liability to her Estate. When I spoke to Hilton in August of 2002, he confirmed his intent as Executor of your Estate to include it as a "creditor's claim" and mentioned your acknowledgment of it to Signet Bank in Maryland. However, my recent lack of communication with both him and Catherine, as well as her stated assertion that "she and Hilton should inherit everything because he was the one who earned it" both distresses and alarms me. Additionally, you have told me that you "do not wish Helen to know about this debt for personal reasons". There is also the issue of Brianna, over and above Helen, who would obviously not inherit from our Mother's Estate and who could attempt to contest this debt, as it would reduce "her share" of the inheritance from your Estate (I am quoting her words, not mine). While you have a right to do with your own money what you will, your acknowledged debt to Mommy's Estate precedes the existence of both Helen and Brianna in your life and even Hilton, so far as his financial connection to your businesses

Although you have continued to advise me that, per your language in the 1980 note, "that this Agreement inures to my Estate and its representatives", as well as your assurance that we will get it on a "tax free basis" from your estate if we wait (and that it will reduce your Estate taxes), I am truly fearful of the potential outcome given the additional players added to the mix since the 1980 Agreement and Hilton's 10% share of your businesses. While I am sympathetic to your desire to avoid unnecessary taxes, , I am afraid that others who might not share in the "results" of this liability will attempt to thwart your desires, despite your best intentions. Additionally, I am liable as the Executrix of Mommy's Estate to my sisters and we have all agreed in a document to share equally in all monies received from you. You told me that you have "given" Hilton and Catherine a great deal of money towards their residence and that you made sure that the house was in Catherine's name. You have also given Pam a house, although of lesser value. That would open a contest against Catherine if Pamela and I failed to receive these monies due from your Estate, which I know is not your intention or desire. I know you would abhor the discord that would result from a situation such as this.

To summarize:

-I have notified you of your continuing obligation on a bi-annual basis, without notice of contest by you, as you have advised me to do to continue an "open and notorious declaration of claim of default", and

-you have *not* notified me by certified mail of any contest to the ongoing debt and continuing notice of default and obligation, as you outlined and required in the 1980 Agreement to refute the debt.

However, it has been many years since your last payment and many of your funds have been increasingly co-mingled with Hilton's and even with me regarding Quogue and the money owed to me on that account. I have my original bi-annual letters to you but the acknowledgments from you seem to have disappeared along with many other papers during my divorce proceedings. I would not trust that Dan would not try to benefit from the distribution of those monies or use that eventual inheritance or payment in the divorce action to avoid any liability to me of maintenance after divorce. His attorney seems to dwell (endlessly) on this issue, even so far as his expectation that you will pay Elspeth's college tuition, which he claims you promised to do. I simply don't believe that you said this to him. Therefore, I

need you to formally certify below that you are in agreement with your original stated obligation to Mommy's Estate, which would be legally exempt from his calculations, which is now over $5 million per the computations attached for your examination.

I must have you, as soon as possible, *memorialize this agreement that those monies are due, as outlined in the 1980 agreement (see attached), by you to* ***her Estate,*** whether on a currently due basis or as part of debt that will be due upon your death as a valid claim to the three of us. We all hope that you have a long life, and that it is healthier by virtue of the health program on which you wish to embark. However, I have no desire to be sued after your death by my sisters or be aggressed upon by Helen or Brianna or Hilton, who collectively are not recipients of my mother's Estate. While we three, or at least Pam and I, could certainly use the money now, I would rather that you once again formalize your obligation so that I do not have to deal with this issue going forward in a hostile capacity or arena. I don't want to have to sue you to protect myself or to be sued by my sisters!

The situation of the three of us being your sole heirs has changed drastically since 1980, as well as your stated intention at that time to leave "everything to us anyway", as you said at that time.

Accordingly, you must protect me in my legal position as Executrix, CTA, and any resultant liability to my two sisters, for the proceeds and payment of this validated and recognized debt on your part. I will include this note along with your health care declaration, which I understand you want Dana to witness as a health professional. I hope that you will sign this along with that *into her safekeeping* so that I am protected along with your other two original daughters, to whom the money is owed.

I am also very worried about Helen trying to claim it all, *as she has stated she believes should be so* as your "life partner", even though you have never married. Please advise me if, instead, you would like to designate a piece of property, such as the Carlyle apartment, as an asset to be put *in trust* to be received in lieu of this obligation to the three of us. This is allowed for in the original Agreement. Nobody would have to know about your designation of this assignment of proceeds because you own that property in it's entirety. Whichever way you decide to honor the debt is your decision. However, I must ask you affirm this decades old debt owed to your first three children, which you have always stated is your intention, both legally and as our father. I know that you will do what is honorable and that you will make this acknowledgment known to the appropriate parties so that

I am not involved in inappropriate litigation after your death. Please give the signed copy of this to James or Dana or whomever you trust, even Alta, but please not to Hilton or Helen, as I do not feel that they have our best financial interests in their hearts and minds. Regardless of your trust in Hilton, I do not trust him with respect to my future or even my past inheritance from Mommy. He is uncommonly close to Dan these days, working in support of him in my divorce and using his access to you to promote Dan's financial success in negotiations, to my detriment.

Thank you for making this issue one of the past and not one of the future. I love you and want the best for you for many years to come but this is both an legal Agreement as well as an "honor debt". I have delayed enforcing its collection in trust of your advise and counsel, and as your daughter. But this is a legal responsibility for me and I need you to respect my position as someone trusting in you to do the right thing, especially since I have followed your legal counsel with respect to my position as Executrix. I neither wish to nor have funds to hire an attorney for other advise and I must depend on you to do right by me.

Now we will start working on the Carlyle to make it safe for you to be there during the long physical therapy ahead. I know that

you will be a champ and that you will win a few arm wrestling contests in years ahead, even if not with Jimmy Reese! You need to get stronger and try the New York doctors. They will certainly trump the MUSC protocol, as I do not see you getting better despite their best efforts. I promise to be there for you daily and to help you in any way possible in your recovery and improvement. You will be surrounded by friends who love you in NYC. And, I am sure, a few women who will still be fighting over you. Remember that I love you and want the best for you,

Elizabeth William E. Murray, Date 2/10/06 Witnessed

Attached Documents:

1)Original 1980 note prepared by Bill McDaniel, Esq., signed by you, copy attached.

2)Excel Schedule of Debt, prepared by Pam, is also attached for your review. (these tables represent the primary components of the debt, the original note to MHM as well as the loans you took out on the insurance policy cash value, which we owned per the 1980 Agreement)

William E. Murray

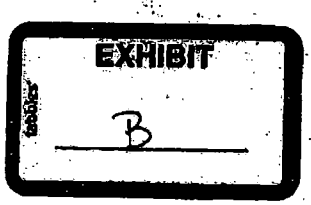
This document is meant to serve as a declaration of what my living circumstances and health care preferences are at this time. These decisions have been reached after much thought, a review with physicians and friends, and with no pressure from any of those individuals. I would like this document to serve both as a health care proxy, attached, and as a statement of how I wish to live the rest of my life, circumstances permitting. However, this document may be revoked at any time depending on those circumstances if I am of sound mind and relatively sound body.

1.)I wish to spend half of my time in NYC at my residence at the Carlyle House with the balance spent in Charleston or other locations of my choice.

2.)As I have become older and infirm, I am increasingly subject to stress and upset. For that reason, I would like to spend at least half of my time alone, with my health care attendants. I do not wish to have any woman in my life other than Helen Flynn, merely time to be alone and reflect and see other friends, on a one to one basis, with whom she may not be comfortable or they with her.

3.)Helen does cause me a great amount of anxiety and a constant presence leads to greater stress and subsequent ill effects upon my health. I have decided to focus a great amount of time on physical therapy, dexterity therapy, speech therapy, and a possible new course of medication that will require spending approximately 10 consecutive weeks in NYC for blood tests and monitoring. I wish to make an extreme effort to regain some strength and mental focus. It is my belief that I should do this alone without the distraction of emotional entanglements.

WEM



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MURRAY000792

000867

4.)I have seen a great change in Helen's health and enjoyment of life. I would be much more comfortable with her if she would take medication that has been prescribed and hope that she would see a therapist to explore her depression and the general distress that she has expressed. I strongly believe that we both would be happier if we separately had time to rehabilitate ourselves physically and mentally and at the time that we had achieved our goals we would reevaluate our living together.

5.)To that effect, I would like to direct that my health care attendants report only to me or to those whom I designate. They are not house attendants and are there to serve my needs alone. I think that, given Helen's general health, she should consider having her own part time attendant to assist her both in her chores,shopping, appointments, as well as assist her in keeping the house to her satisfaction. The situation as it stands is clearly not working and I am not willing to risk the comfort of my current arrangements, particularly in light of the stress of this focus on health improvement. I will also require that these attendants sign an agreement to adhere to a certain decorum of behavior, soberness, attendance, dress, and professionalism. They are, however, to report to me alone or my designee and are not to be distracted with household chores and other assistance.

6.)In light of my greater presence in NYC, I will designate certain people, as available and willing, to serve as my voice should I become disabled or infirm or hospitalized while in NYC. This will be a mix of medical and family members and is in no way meant as disrespect to Helen or other members of my family. I have considered these individuals at great length and trust that my bests interests are their priority as well and that they fully understand my intentions. This will be covered in a formal health care proxy under separate documentation. All of these individuals are aware of my deep

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feelings for Helen and my concern that she be consulted in major decisions.

Ergo, my priorities are:

A.) A health care proxy with responsibility for medical decisions if I am unable to make them. I will be seeing some new doctors for their counsel and will embark on a regiment of intense physical therapy.

B.) I wish to make the Carlyle apartment comfortable and safe for my limited physical strength and agility. I have directed my daughter Elizabeth to make these changes with respect paid to the architectural specifications outlined by the firm of Scott Ageloff and Associates, AIA. I endorse their recommendations and wish for Elizabeth to carry out these specifications as I have asked her to do.

C.) I wish to have my medications monitored as well as changes in blood pressure, a record of food intake, and other physical symptoms that my attendants notice as well as sleep patterns, unsteadiness, etc. This will also be in accord with my physical therapy regimen apart from medication.

D.) I would like Helen Flynn to acknowledge the above and assure her of my love and respect. I must do all that is in my power to increase my physical and mental agility and I am hoping that she will make a similar effort so that we may be comfortable spending more time together than I am able to spend at this time due to the attendant stress and anxiety which it causes me.

William E. Murray

William E. Murray, Date Signed

Witnessed: _____

Witnessed: _____ 2/10/06

FLAVIN000015

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Blumberg Law Products 159 - Affidavit of net worth, income and assets transferred; matrimonial: 22NYCRR 202.16, 3-98

BlumbergExcelsior, Publisher, NYC 10013
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Supreme COURT State of New York
COUNTY OF New York

Index No. 0350789

Daniel P. Kelly

Plaintiff

against

Elizabeth E. Murray

Defendant

Statement of Net Worth (DRL § 236)

Date of Commencement of Action

(Complete all items, marking "NONE", "INAPPLICABLE", and "UNKNOWN," if appropriate)

STATE OF New York COUNTY OF New York SS.:

Elizabeth E. Murray, the [ ] Petitioner [ ] Respondent [ ] Plaintiff [X] Defendant herein, being duly sworn, deposes and says that the following is an accurate statement as of 9-1-06 of my net worth (assets of whatsoever kind and nature and wherever situated minus liabilities), statement of income from all sources and statement of assets transferred of whatsoever kind and nature and wherever situated:

I. FAMILY DATA:

(a) Husband's age 53
(b) Wife's age 52
(c) Date married 04/13/1985
(d) Date [ ] separated [ ] divorced
(e) Number of dependent children under 21 1
(f) Names and ages of children
Elspeth H. Kelly – 17 3/4
DOB 11/26/88

) Custody of children [ ] Husband [ ] Wife [X] Joint [ ] N/A
Minor children of prior marriage: [ ] Husband [ ] Wife
Husband [ ] Paying [ ] Receiving $ 0 as alimony (maintenance) and/or
$ 0 child support in connection with prior marriage
Wife [ ] Paying [ ] Receiving $ 0 as alimony (maintenance) and/or
$ 0 child support in connection with prior marriage
Custody of children of prior marriage

(k) Is marital residence occupied by [ ] Husband [ ] Wife [X] Both [ ] N/A
(l) Husband's present address
737 Park Ave Apt. 3B
New York, New York 10021
Wife's present address
737 Park Ave Apt. 3B
New York, New York 10021
(m) Occupation of husband Banking
Occupation of wife Self-Employed
(n) Husband's employer
Societe General – Director
(o) Wife's employer
Self-Employed
Graduated 8/05

EXHIBIT 30

(p) Husband's education, training and skills
BS - Accounting Villanova 1974
MA - Accounting Bentley 1976
MBA --Fordam Finance 1985

(q) Wife's education, training and skills
BS - Wharton 1974
1/2 MBA Finance
AA - Interior Design, NY School of Design August, 2005
Certificate NCIDQ (National Council on Interior Design Qualifications) 2/3 complete, December 2005 (will finish 1/3 October 2006)

(r) Husband's health
good

(s) Wife's health
good

(t) Children's health
Receiving occasional therapy for anorexia; good

II. **EXPENSES** *(You may elect to list all expenses on a weekly basis or all expenses on a monthly basis, however, you must be consistent. If any items are paid on a monthly basis, divide by 4.3 to obtain weekly payments; If any items are paid on a weekly basis, multiply by 4.3 to obtain monthly payment. Attach additional sheet, if needed. Items included under "Other" should be listed separately with separate dollar amounts.)*

Expenses listed [ ] weekly [X] monthly		
(a) Housing		
1. Christmas tips - Doorman	100.00	
2. Condominium charges	0.00	
3. Cooperative apartment maintenance	0.00	
4. Mortgage and amortization	0.00	
5. Real estate taxes	0.00	
6. Rent	2,000.00	
TOTAL: Housing		2,100.00
(b) Utilities		
1. Aol, Cable	100.00	
2. Cell Phones - Elizabeth and Elspeth	200.00	
3. Electricity & Gas	275.00	
4. Fuel oil	0.00	
5. Gas	0.00	
6. Telephone - Fax (3 lines)	200.00	
7. Water	0.00	
TOTAL: Utilities		775.00

(c) Food		
1. Deli	100.00	
2. Dining out	100.00	
3. Groceries	500.00	
4. Home entertainment	0.00	
5. Liquor/alcohol	50.00	
6. Lunches at work	0.00	
7. School lunches	0.00	
TOTAL: Food		750.00
(d) Clothing		
1. Children	100.00	
2. Husband	0.00	
3. Other	0.00	
4. Wife	150.00	
TOTAL: Clothing		250.00
(e) Laundry		
1. Dry cleaning	25.00	
2. Laundry at home	75.00	
3. Shoe repair and clothing repair/alt.	50.00	
TOTAL: Laundry		150.00
(f) Insurance		
1. Automotive	200.00	
2. Dental plan	0.00	
3. Disability	0.00	
4. Fire, theft and liability	0.00	
5. Homeowner's/tenant's	130.00	
6. Life	0.00	
7. Medical plan Cancer/AFLAC	0.00	
8. Optical plan	0.00	
9. Other	0.00	
10. Umbrella policy	0.00	
11. Worker's compensation	0.00	
TOTAL: Insurance		330.00
(g) Unreimbursed medical		
1. Dental -- ded., copays & unreimbursed	170.00	
2. Medical	200.00	
3. Optical	0.00	
4. Other	0.00	
5. Pharmaceutical (co-pays)	100.00	
6. Surgical, nursing, hospital	0.00	
TOTAL: Unreimbursed medical		470.00

(h) Household maintenance		
1. Appliances, including maintenance	100.00	
2. Cleaning supplies	50.00	
3. Computer Maintenance	50.00	
4. Extermination	0.00	
5. Furniture, furnishings, housewares	75.00	
6. Other	0.00	
7. Painting	50.00	
8. Repairs	100.00	
9. Rug Cleaning	75.00	
10. Windows/Floor Cleaning	50.00	
TOTAL: Household maintenance		550.00
(i) Household help		
1. Baby sitter	0.00	
2. Domestic (housekeeper, maid, etc.)	300.00	
3. Other	0.00	
TOTAL: Household help		300.00
(j) Automotive		
1. Car wash	25.00	
2. Gas and oil	75.00	
3. Other	0.00	
4. Parking and tolls	30.00	
5. Payments	0.00	
6. Registration and license	20.00	
7. Repairs	50.00	
TOTAL: Automotive		200.00
(k) Educational		
1. Chapin	1,000.00	
2. College	0.00	
3. College Visits	0.00	
4. Nursery and pre-school	0.00	
5. Other	0.00	
6. Post-graduate	0.00	
7. Religious instruction	0.00	
8. School events/activities	0.00	
9. School supplies/books	0.00	
10. School transportation	0.00	
11. Tutoring	0.00	
TOTAL: Educational		1,000.00

(l) Recreational		
1. Birthday parties	0.00	
2. Cable television	0.00	
3. Country club/pool	0.00	
4. Health club	0.00	
5. Hobbies	0.00	
6. Miscellaneous expenses	400.00	
7. Movies	0.00	
8. Music/dance lessons	0.00	
9. Sporting goods	0.00	
10. Sports lessons	0.00	
11. Summer camp	0.00	
12. Tapes, cd's, etc.	0.00	
13. Team sports	0.00	
14. Theatre, ballet, etc.	0.00	
15. Travel on Holidays, Funerals, Weddings	100.00	
16. Vacations	100.00	
17. Video rentals	0.00	
TOTAL: Recreational		600.00
(m) Income taxes		
1. City	0.00	
2. Federal	0.00	
3. Social security and medicare	0.00	
4. State	0.00	
TOTAL: Income taxes		0.00
(n) Miscellaneous		
1. Accounting & tax return	50.00	
2. Alimony and maintenance payments(prior m	0.00	
3. Beauty aids/cosmetics, drug items	100.00	
4. Beauty parlor/barber/manicures, etc.	300.00	
5. Books, magazines, newspapers	50.00	
6. Cabs	100.00	
7. Charitable contributions	0.00	
8. Child support payment(prior marriage)	0.00	
9. Children's allowances & transportation	50.00	
10. Cigarettes/tobacco	0.00	
11. Commutation & transportation cabs & bus	50.00	
12. Gifts Daughter - Xmas, B'day, etc.	150.00	
13. Miscellaneous unexpected expenses	120.00	
14. Postage/mailing	50.00	
15. Union and organization dues	0.00	

16. Veterinarian/pet expenses	0.00	
17. miscellaneous (daughter)	30.00	
TOTAL: Miscellaneous		1,050.00
(o) Other		
1. gas and electric	0.00	
TOTAL: Other		0.00
TOTAL EXPENSES	$ 8,525.00	

III. GROSS INCOME: *(State source of income and annual amount. Attach additional sheet, if needed).*

(a) Salary or wages: *(State whether income has changed during the year preceding date of this affidavit* No *If so, set forth name and address of all employers during preceding year and average weekly wage paid by each. Indicate overtime earnings separately. Attach previous year's W-2 or income tax return.)*

$3,000/month from William E. Murray	0.00
$10,000/year for Elspeth Kelly's Tuition from W.E.M.	

(b) Weekly deductions:

1. Federal tax	0.00
2. NewYork State tax	0.00
3. Local tax	0.00
4. Social Security	0.00
5. Medicare	0.00
6. Other payroll deductions *(specify)*	0.00

(c) Social Security number

(d) Number and names of dependants claimed:

Elspeth H. Kelly – 17 3/4
DOB 11/26/88

(e)	Bonus, commissions, fringe benefits *(use of auto, memberships, etc.)*	0.00
(f)	Partnership, royalties, sale of assets *(income and installment payment)*	0.00
(g)	Taxable Dividends and interest	0.00
	Non-Taxable Dividends and interest	0.00
(h)	Real estate *(income only)*	0.00
(i)	Trust, profit sharing and annuities *(principal distribution and income)*	0.00
(j)	Pension *(income only)*	0.00
(k)	Awards, prizes, grants *(state whether taxable)*	0.00
(l)	Bequests, legacies and gifts	0.00
(m)	Income from all other sources *(including alimony, maintenance or child support from prior marriage)*	0.00
(n)	Tax preference items:	
	1. Long term capital gain deduction	0.00
	2. Depreciation, amortization or depletion	0.00
	3. Stock options - *excess of fair market value over amount paid*	0.00
(o)	If any child or other member of your household is employed, set forth name and that person's annual income	0.00
(p)	Social Security	0.00
(q)	Disability benefits	0.00
(r)	Public assistance	0.00
(s)	Other	0.00

TOTAL INCOME $ 0.00

IV. ASSETS: *(If any asset is held jointly with spouse or another, so state, and set forth your respective shares. Attach additional sheets, if needed.)*

A. Cash Accounts

Cash

1.1 a. Location — Union Savings Bank Connecticut; value unknown
b. Source of funds — marital (title holder Daniel P. Kelly & Elspeth)
c. Amount — $0.00

Total: Cash $0.00

Checking Accounts

2.1 a. Financial institution — Citibank Money Market
b. Account number
c. Title holder — Daniel Kelly (amount unknown)
d. Date opened
e. Source of funds
f. Balance — $.00

2.2 a. Financial institution — Bank of New York
b. Account number
c. Title holder — Elizabeth Murray
d. Date opened
e. Source of funds
f. Balance — $20.00

2.3 a. Financial institution — Chase JP Morgan
b. Account number — 116-063-548
c. Title holder — Elizabeth Style Setters
d. Date opened
e. Source of funds
f. Balance — $.00

2.4 a. Financial institution — Citibank Checking
b. Account number
c. Title holder — Daniel Kelly (amount unknown)
d. Date opened
e. Source of funds
f. Balance — $.00

Total: Checking $20.00

Savings Accounts

3.1 a. Financial institution
b. Account number
c. Title holder — Daniel Kelly with Elspeth Kelly (amount unknown)
d. Date opened
e. Type of account
f. Source of funds — gifts
g. Balance — $0.00

3.2 a. Financial institution — Citibank Savings
b. Account number
c. Title holder — Daniel Kelly (amount unknown)
d. Date opened
e. Type of account
f. Source of funds
g. Balance — $0.00

Total: Savings $0.00

Other

5.1 a. Location
b. Title owner
c. Type of deposit
d. Source of funds
e. Date of deposit
f. Amount

$0.00

Total: Other $0.00

TOTAL: CASH ACCOUNTS $ 20.00

B. Securities

Bonds, notes, mortgages

1.1 a. Description of security
Societe Generale Restricted Stock

b. Title holder Daniel Kelly
c. Location
d. Date of acquisition
e. Original price or value 0.00
f. Source of funds to acquire amount unknown
g. Current value

$0.00

Total: Bonds $0.00

Stocks, options and commodity contracts

2.1 a. Description of security
None

b. Title holder
c. Location
d. Date of acquisition
e. Original price or value .00
f. Source of funds to acquire
g. Current value

$0.00

Total: Stocks, options, etc. $0.00

Broker margin accounts

3.1 a. Name and address of broker
None

b. Title holder
c. Date account opened
d. Original price or value 0.00
e. Source of funds
f. Current value

$0.00

Total: Margin accounts $0.00

TOTAL: VALUE OF SECURITIES: $ 0.00

C. Loans to others and accounts receivable

1.1 a. Debtor's name and address

b. Original amount of loan 0.00
c. Source of funds from which loan made or origin of debt

d. Date payment(s) due
e. Current amount due $0.00

Total: Loans and accounts receivable $0.00

D. Value of interest in any business

1.1 a. Business name and address
Elizabeth Stylesetters

b. Type of business *(corporate, partnership, sole proprietorship or other)*

c. Your capital contribution 7,900.00
d. Your percentage of interest 0
e. Date of acquistion
f. Original price or value 0.00
g. Source of funds to acquire
h. Method of valuation
i. Other relevant information
(inactive business)

j. Current net worth of business $0.00

Total: Value of business interest $0.00

E. Cash surrender value of life insurance

1.1 a. Insurer's name and address
None

b. Name of insured
c. Policy number
d. Face amount of policy 0.00
e. Policy owner
f. Date of acquisition
g. Source of funds to acquire
h. Current cash surrender value $0.00

Total: Value of life insurance $0.00

F. Vehicles *(automobile, boat, plane, truck, camper, etc.)*

1.1 a. Description
Scion 2005

b. Title owner	Elizabeth Murray
c. Date of acquisition	2005
d. Original price	0.00
e. Source of funds to acquire	Insurance proceeds from totalled car, WEM ($7k)
f. Amount of current lien unpaid	0.00
g. Current fair market value	$15,000.00

1.2 a. Description
1999 Ford Taurus
(fair market value unknown)

b. Title owner	Daniel Kelly
c. Date of acquisition	2006
d. Original price	0.00
e. Source of funds to acquire	
f. Amount of current lien unpaid	0.00
g. Current fair market value	$0.00

Total: Value of vehicles $15,000.00

G. **Real estate** *(including real property, lease holds, life estates, etc. at market value - do not deduct any mortgage)*

1.1 a. Description
House, Katonah, 113 Lake Shore Drive, Katonah, NY 10536

b. Title owner	Both
c. Date of acquisition	11/86
d. Original price	240000
e. Source of funds to acquire	Separate and Marital
f. Amount of mortgage or lien unpaid	0.00
g. Estimated current market value	$645,000.00

Total: Value of real estate $645,000.00

H. **Vested interests in trusts** *(pension, profit sharing, legacies, deferred compensation and others)*

1.1 a. Description of trust
Security Pacific Trusteed Retirement Income Plan

b. Location of assets	
c. Title owner	Daniel Kelly (present value unknown)
d. Date of acquisition	1984
e. Original investment	0.00
f. Source of funds	marital
g. Amount of unpaid liens	0.00
h. Current value	$0.00

1.2 a. Description of trust
Societe Generale Defined Benefit as of 12/31/04

b. Location of assets	Societe Generale
c. Title owner	Daniel Kelly (present value unknown)
d. Date of acquisition	1990
e. Original investment	0.00
f. Source of funds	marital
g. Amount of unpaid liens	0.00
h. Current value	$0.00

1.3 a. Description of trust
Societe Generale Deferred Compensation 12/31/04

b. Location of assets	
c. Title owner	Daniel Kelly (present value unknown)
d. Date of acquisition	
e. Original investment	0.00
f. Source of funds	marital
g. Amount of unpaid liens	0.00
h. Current value	$0.00

1.4 a. Description of trust
Societe Generale Non Qualified Plan as of 12/31/04

b. Location of assets	
c. Title owner	Daniel Kelly (present value unknown)
d. Date of acquisition	
e. Original investment	0.00
f. Source of funds	
g. Amount of unpaid liens	0.00
h. Current value	$0.00

1.5 a. Description of trust

b. Location of assets	
c. Title owner	
d. Date of acquisition	
e. Original investment	0.00
f. Source of funds	
g. Amount of unpaid liens	0.00
h. Current value	$0.00

Total: Vested Interest in trusts $0.00

I. **Contingent interests** *(stock options, interests subject to life estates, prospective inheritances, etc.)*

1.1 a. Description
Societe Generale as of 12/31/04

b. Location	
c. Date of vesting	
d. Title owner	Daniel Kelly (present value unknown)
e. Date of acquisition	
f. Original price or value	0.00
g. Source of funds to acquire	
h. Method of valuation	
i. Current value	$0.00

Total: Contingent interest $0.00

J. Household furnishings

1.1 a. Description
see list attached

b. Location
c. Title owner
d. Original price 0.00
e. Source of funds to acquire
f. Amount of lien unpaid 0.00
g. Current value $0.00

Total: Household furnishings $0.00

K. Jewelry, art, antiques, precious objects, gold and precious metals (only if valued at more than $500)

1.1 a. Description
Jewelry - various of minimal value - any of value were inherited or gifted, most costume

b. Location
c. Title owner
d. Original price 0.00
e. Source of funds to acquire
f. Amount of lien unpaid 0.00
g. Current value $0.00

1.2 a. Description
Art - acquired prior to marriage (except for small prints of small value)

b. Location 737 Park Avenue
c. Title owner
d. Original price 0.00
e. Source of funds to acquire
f. Amount of lien unpaid 0.00
g. Current value $0.00

1.3 a. Description
George Jensen Silver, acquired prior to marriage

b. Location
c. Title owner
d. Original price 0.00
e. Source of funds to acquire pre-marital
f. Amount of lien unpaid 0.00
g. Current value $0.00

Total: Jewelry, art, etc. $0.00

L. Other *(e.g., tax shelter investments, collections, judgments, causes of action, patents, trademarks, copyrights, and any other asset not previously itemized)*

1.1 a. Description
Two tax shelters. since change in tax laws same are only applicable to active investments: 215 East Bay Realty Associates -- upon death of Wife's father, there will be $20,000 liability for each tax shelter.

b. Location
c. Title owner
d. Original price 0.00
e. Source of funds to acquire gift from wife's father
f. Amount of lien unpaid 0.00
g. Current value $0.00

1.2 a. Description
Vanderhorst Realty Associates -- upon death of Wife's father there will be a $20,000 liability on this shelter.

b. Location
c. Title owner
d. Original price 0.00
e. Source of funds to acquire gift from wife's father
f. Amount of lien unpaid 0.00
g. Current value $0.00

Total: Other $0.00

TOTAL ASSETS $660,020.00

V. LIABILITIES

A. Accounts payable

1.1 a. Name and address of creditor
Citibank Master Charge

b. Debtor
c. Amount of original debt 0.00
d. Date of incurring debt
e. Purpose
f. Monthly or other periodic payment 245.00
g. Amount of current debt $10,945.21

1.2 a. Name and address of creditor
Capital One Visa

b. Debtor Elizabeth Murray
c. Amount of original debt 0.00
d. Date of incurring debt
e. Purpose
f. Monthly or other periodic payment 215.00
g. Amount of current debt $6,918.27

1.3 a. Name and address of creditor
Fleet Visa/Bank of America

b. Debtor Elizabeth Murray
c. Amount of original debt 0.00
d. Date of incurring debt
e. Purpose
f. Monthly or other periodic payment 80.00
g. Amount of current debt $3,498.78

1.4 a. Name and address of creditor
Optima

b. Debtor Elizabeth Murray
c. Amount of original debt 0.00
d. Date of incurring debt
e. Purpose
f. Monthly or other periodic payment 100.00
g. Amount of current debt $2,738.85

1.5 a. Name and address of creditor
American Express

b. Debtor Elizabeth Murray
c. Amount of original debt 0.00
d. Date of incurring debt
e. Purpose
f. Monthly or other periodic payment 1,195.00
g. Amount of current debt $2,570.65

1.6 a. Name and address of creditor
Diner's Club

b. Debtor Elizabeth Murray
c. Amount of original debt 0.00
d. Date of incurring debt
e. Purpose
f. Monthly or other periodic payment 975.00
g. Amount of current debt $2,519.29

1.7 a. Name and address of creditor
Discover

b. Debtor
c. Amount of original debt 0.00
d. Date of incurring debt
e. Purpose
f. Monthly or other periodic payment 180.00
g. Amount of current debt $8,679.17

1.8 a. Name and address of creditor
HFC Group
64461000173219

b. Debtor
c. Amount of original debt 0.00
d. Date of incurring debt
e. Purpose
f. Monthly or other periodic payment 0.00
g. Amount of current debt $2,112.49

1.9 a. Name and address of creditor
Dr. Asner (medical bills)

b. Debtor
c. Amount of original debt 0.00
d. Date of incurring debt
e. Purpose
f. Monthly or other periodic payment 0.00
g. Amount of current debt $400.00

1.10 a. Name and address of creditor
Mechanical Response

b. Debtor
c. Amount of original debt 0.00
d. Date of incurring debt
e. Purpose To bring A/C up to code
f. Monthly or other periodic payment 0.00
g. Amount of current debt $1,500.00

Total: Accounts payable $41,882.71

B. Notes Payable

1.1 a. Name and address of note holder

b. Debtor
c. Amount of original debt 0.00
d. Date of incurring debt
e. Purpose
f. Monthly or other periodic payment 0.00
g. Amount of current debt $0.00

Total: Notes payable $0.00

C. Installment accounts payable *(security agreements, chattel mortgages)*

1.1 a. Name and address of note creditor

b. Debtor
c. Amount of original debt 0.00
d. Date of incurring debt
e. Purpose
f. Monthly or other periodic payment 0.00
g. Amount of current debt $0.00

Total: Installment accounts payable $0.00

D. Brokers' margin accounts

1.1 a. Name and address of note broker

b. Amount of original debt 0.00
c. Date of incurring debt
d. Purpose
e. Monthly or other periodic payment 0.00
f. Amount of current debt $0.00

Total: Brokers' margin accounts $0.00

E. Mortgages payable on real estate

1.1 a. Name and address of mortgagee

b. Address of property mortgaged

c. Mortgagor(s)

d. Original debt 0
e. Date of incurring debt
f. Monthly or other periodic payment 0.00
g. Maturity date
h. Amount of current debt $0.00

Total: Mortgages payable $0.00

F. Taxes payable

1.1 a. Description of tax

b. Date due
c. Amount of tax $0.00

Total: Taxes payable $0.00

G. Loans on life insurance policies

1.1 a. Name and address of insuror

b. Amount of loan 0.00
c. Date incurred
d. Purpose
e. Name of borrower
f. Monthly or periodic payment 0.00
g. Amount of current debt $0.00

Total: Loans on life insurance $0.00

H. Other Liabilities

1.1 a. Description
Divorce Fee Loan

b. Name and address of creditor
Father

c. Debtor
d. Original amount of debt 0.00
e. Date incurred
f. Purpose
g. Monthly or periodic payment 0.00
h. Amount of current debt $20,000.00

Total: Other liabilities $20,000.00

TOTAL LIABILITIES $61,882.71

NET WORTH

TOTAL ASSETS:	$660,020.00
TOTAL LIABILITIES:	($61,882.71)
NET WORTH	$598,137.29

VI. ASSETS TRANSFERRED: *(List assets transferred in any manner during the preceding three years, or length of the marriage, whichever is shorter [transfers in the routine course of business which resulted in an exchange of assets of substantially equivalent value need not be specifically disclosed where such assets are otherwise identified in the statement of net worth.])*

Description of Property	To Whom Transferred and Relationship to Transferee	Date of Transfer	Value
			$.00
			$.00
			$.00
			$.00
			$.00
			$.00
			$.00
			$.00
			$.00
			$.00
			$.00
			$.00

VII. SUPPORT REQUIREMENTS:

(a) Deponent is at present [ ] *paying* [ ] *receiving* $ 0.00 per [ ] *week* [ ] *month*, and
prior to separation [ ] *paid* [ ] *received* $ 0.00 per [ ] *week* [ ] *month* to cover
expenses for

These payments are being made [ ] *voluntarily* [ ] *pursuant to court order or judgment* [ ] *pursuant to separation agreement*, and there are arrears outstanding, (in the some of $ 0.00 to date).

(b) Deponent requests for support of each child $ 500.00 per [ ] *week* [X] *month*.
Total for children $ 0.00

(c) Deponent requests for support of self $ 2,500.00 per [ ] *week* [X] *month*.

(d) The day of the [ ] *week* [X] *month* on which payment should be made is Oct. 2006 or when H. moves

VIII. COUNSEL FEE REQUIREMENTS:

(a) Deponent requests for counsel fee and disbursements the sum of $ 0.00

(b) Deponent has paid counsel the sum of $ 0.00 and has agreed with counsel concerning fees as follows: see retainer attached

(c) There is a retainer agreement or written agreement relating to payment of legal fees.
(A copy of any such agreement must be annexed.)

IX. ACCOUNTANT AND APPRAISAL FEE REQUIREMENTS:

(a) Deponent requests for accountants' fees and disbursements the sum of $0.00
(Include basis for fee, e.g., hourly rate, flat rate)

(b) Deponent requests for appraisal fees and disbursements the sum of $ 0.00
(Include basis for fee, e.g., hourly rate, flat rate)

(c) Deponent requires the services of an accountant for the following reasons:

(d) Deponent requires the services of an appraiser for the following reasons:

X. **Other data concerning the financial circumstance of the parties that should be brought to the attention of the court are:**
House in Katonah funded with monies borrowed from the Estate of Minnie Holmes Murray (wife's mother) principal must be refunded to Estate - the interest payments on the loan were made from Wife's separate property income and are to be refunded to Wife. Wife prepaid $10,000, the balance of daugther's 2006-2007 tuition. House expenses are not included in the calculations - house to be rented out. House expenses including insurance and repairs run approx $2000 per month.

The forgoing statements *and a rider consisting of page(s) annexed hereto and made part hereof,* have been carefully read by the undersigned who states that they are true and correct.

Sworn to before me on 9-19-06

Valerie S. Wolfman
VALERIE S. WOLFMAN
Notary Public, State of New York
No. 4956657
Qualified In New York County
Signature Expires 30-1-1-a) 9/19/06
Valerie S. Wolfman

[ ] Petitioner [ ] Plaintiff [ ] Respondent [X] Defendant
Elizabeth E. Murray

159 - Affidavit of net worth, income and assets transferred; matrimonial: 22NYCRR 202.16. 3-98

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Supreme COURT State of New York
COUNTY OF New York

Index No. 0350789

Daniel P. Kelly

Plaintiff

against

Elizabeth E. Murray

Defendant

Statement of Net Worth (DRL § 236)

Date of Commencement of Action

(Complete all items, marking "NONE", "INAPPLICABLE", and "UNKNOWN," if appropriate)

STATE OF New York **COUNTY OF** New York **SS.:**

Elizabeth E. Murray, the [ ] Petitioner [ ] Respondent [ ] Plaintiff [X] Defendant herein, being duly sworn, deposes and says that the following is an accurate statement as of ~~8-4-08~~ 5/21/07 of my net worth (assets of whatsoever kind and nature and wherever situated minus liabilities), statement of income from all sources and statement of assets transferred of whatsoever kind and nature and wherever situated:

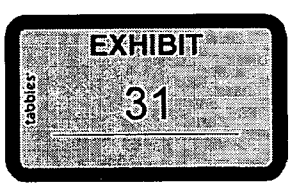
I. FAMILY DATA:

(a) Husband's age 53
(b) Wife's age 53
(c) Date married 04/13/1985
(d) Date [ ] separated [ ] divorced
(e) Number of dependent children under 21 1
(f) Names and ages of children
Elspeth H. Kelly -- 18 1/2
DOB 11/26/88

(g) Custody of children [ ] Husband [ ] Wife [X] Joint [ ] N/A
(h) Minor children of prior marriage: [ ] Husband [ ] Wife
(i) Husband [ ] Paying [ ] Receiving $ 0 as alimony (maintenance) and/or
$ 0 child support in connection with prior marriage
Wife [ ] Paying [ ] Receiving $ 0 as alimony (maintenance) and/or
$ 0 child support in connection with prior marriage
(j) Custody of children of prior marriage

(k) Is marital residence occupied by [ ] Husband [ ] Wife [X] Both [ ] N/A
(l) Husband's present address
737 Park Ave Apt. 3B
New York, New York 10021
Wife's present address
737 Park Ave Apt. 3B
New York, New York 10021
(m) Occupation of husband Banking
Occupation of wife Self-Employed
(n) Husband's employer
Societe General -- Director

(o) Wife's employer
Self-Employed
Graduated 8/05
NCIDQ Certification Program (2/3 completed on 12/31/05]



(p) Husband's education, training and skills
BS - Accounting Villanova 1974
MA - Accounting Bentley 1976
MBA --Fordam Finance 1985

(q) Wife's education, training and skills
BS - Wharton 1974
1/2 MBA Finance (Non-Transferrable Credits)
AA - Interior Design, NY School of Design August, 2005
Certificate NCIDQ (National Council on Interior Design Qualifications) 2/3 complete, December 2005 (will finish 1/3 October 2006)

(r) Husband's health
good

(s) Wife's health
good

(t) Children's health
Former anorexic, now in good health.

II. **EXPENSES** *(You may elect to list all expenses on a weekly basis or all expenses on a monthly basis, however, you must be consistent. If any items are paid on a monthly basis, divide by 4.3 to obtain weekly payments; If any items are paid on a weekly basis, multiply by 4.3 to obtain monthly payment. Attach additional sheet, if needed. Items included under "Other" should be listed separately with separate dollar amounts.)*

Expenses listed [ ] weekly [X] monthly

(a) Housing		
1. Christmas tips - Doorman	100.00	
2. Condominium charges	0.00	
3. Cooperative apartment maintenance	0.00	
4. Mortgage and amortization	0.00	
5. Real estate taxes	0.00	
6. Rent	2,000.00	
TOTAL: Housing		2,100.00
(b) Utilities		
1. Aol, Cable	100.00	
2. Cell Phones - Elizabeth and Elspeth	200.00	
3. Electricity & Gas	275.00	
4. Fuel oil	0.00	
5. Gas	0.00	
6. Telephone - Fax (3 lines)	200.00	
7. Water	0.00	
TOTAL: Utilities		775.00

(c) Food			
1. Deli		100.00	
2. Dining out		100.00	
3. Groceries		500.00	
4. Home entertainment		0.00	
5. Liquor/alcohol		50.00	
6. Lunches at work		0.00	
7. School lunches		0.00	
	TOTAL: Food		750.00
(d) Clothing			
1. Children		100.00	
2. Husband		0.00	
3. Other		0.00	
4. Wife		150.00	
	TOTAL: Clothing		250.00
(e) Laundry			
1. Dry cleaning		25.00	
2. Laundry at home		75.00	
3. Shoe repair and clothing repair/alt.		50.00	
	TOTAL: Laundry		150.00
(f) Insurance			
1. Automotive		200.00	
2. Dental plan		0.00	
3. Disability		0.00	
4. Fire, theft and liability		0.00	
5. Homeowner's/tenant's		130.00	
6. Life		0.00	
7. Medical plan Cancer/AFLAC		0.00	
8. Optical plan		0.00	
9. Other		0.00	
10. Umbrella policy		0.00	
11. Worker's compensation		0.00	
	TOTAL: Insurance		330.00
(g) Unreimbursed medical			
1. Dental -- ded., copays & unreimbursed		170.00	
2. Medical		200.00	
3. Optical		0.00	
4. Other		0.00	
5. Pharmaceutical (co-pays)		200.00	
6. Surgical, nursing, hospital		0.00	
	TOTAL: Unreimbursed medical		570.00

(h) Household maintenance		
1. Appliances, including maintenance	100.00	
2. Cleaning supplies	50.00	
3. Computer Maintenance	50.00	
4. Extermination	0.00	
5. Furniture, furnishings, housewares	75.00	
6. Other	0.00	
7. Painting	50.00	
8. Repairs	100.00	
9. Rug Cleaning	75.00	
10. Windows/Floor Cleaning	50.00	
TOTAL: Household maintenance		550.00
(i) Household help		
1. Baby sitter	0.00	
2. Domestic (housekeeper, maid, etc.)	300.00	
3. Other	0.00	
TOTAL: Household help		300.00
(j) Automotive		
1. Car wash	25.00	
2. Gas and oil	120.00	
3. Other	0.00	
4. Parking and tolls	30.00	
5. Payments	0.00	
6. Registration and license	20.00	
7. Repairs	50.00	
TOTAL: Automotive		245.00
(k) Educational		
1. Chapin	0.00	
2. College	0.00	
3. College Visits	0.00	
4. Nursery and pre-school	0.00	
5. Other	0.00	
6. Post-graduate	0.00	
7. Religious instruction	0.00	
8. School events/activities	0.00	
9. School supplies/books	0.00	
10. School transportation	0.00	
11. Tutoring	0.00	
TOTAL: Educational		0.00

(l) Recreational

1. Birthday parties	0.00	
2. Cable television	0.00	
3. Country club/pool	0.00	
4. Health club	0.00	
5. Hobbies	0.00	
6. Miscellaneous expenses	400.00	
7. Movies	0.00	
8. Music/dance lessons	0.00	
9. Sporting goods	0.00	
10. Sports lessons	0.00	
11. Summer camp	0.00	
12. Tapes, cd's, etc.	0.00	
13. Team sports	0.00	
14. Theatre, ballet, etc.	0.00	
15. Travel on Holidays, Funerals, Weddings	250.00	
16. Vacations	100.00	
17. Video rentals	0.00	
TOTAL: Recreational		750.00

(m) Income taxes

1. City	0.00	
2. Federal	0.00	
3. Social security and medicare	0.00	
4. State	0.00	
TOTAL: Income taxes		0.00

(n) Miscellaneous

1. Accounting & tax return	50.00	
2. Alimony and maintenance payments(prior m	0.00	
3. Beauty aids/cosmetics, drug items	100.00	
4. Beauty parlor/barber/manicures, etc.	300.00	
5. Books, magazines, newspapers	50.00	
6. Cabs	100.00	
7. Charitable contributions	0.00	
8. Child support payment(prior marriage)	0.00	
9. Children's allowances & transportation	50.00	
10. Cigarettes/tobacco	0.00	
11. Commutation & transportation cabs & bus	50.00	
12. Gifts Daughter - Xmas, B'day, etc.	150.00	
13. Miscellaneous unexpected expenses	120.00	
14. Postage/mailing	50.00	
15. Union and organization dues	0.00	

16. Veterinarian/pet expenses	100.00	
17. miscellaneous (daughter)	30.00	
TOTAL: Miscellaneous		1,150.00
(o) Other		
1. gas and electric	0.00	
TOTAL: Other		0.00
TOTAL EXPENSES	$ 7,920.00	

III. GROSS INCOME: *(State source of income and annual amount. Attach additional sheet, if needed).*

(a) Salary or wages: *(State whether income has changed during the year preceding date of this affidavit* No
If so, set forth name and address of all employers during preceding year and average weekly wage paid by each. Indicate overtime earnings separately. Attach previous year's W-2 or income tax return.)
$3,000/month from William E. Murray
($2,000 reimbursement for liabilities incurred for Inn at Quogue; $1,000 gift subject to availability) 0.00

(b) Weekly deductions:

1. Federal tax	0.00
2. NewYork State tax	0.00
3. Local tax	0.00
4. Social Security	0.00
5. Medicare	0.00
6. Other payroll deductions *(specify)*	0.00

(c) Social Security number
(d) Number and names of dependants claimed:
Elspeth H. Kelly – 18 1/2
DOB 11/26/88

(e)	Bonus, commissions, fringe benefits *(use of auto, memberships, etc.)*	0.00
(f)	Partnership, royalties, sale of assets *(income and installment payment)*	0.00
(g)	Taxable Dividends and interest	0.00
	Non-Taxable Dividends and interest	0.00
(h)	Real estate *(income only)*	0.00
(i)	Trust, profit sharing and annuities *(principal distribution and income)*	0.00
(j)	Pension *(income only)*	0.00
(k)	Awards, prizes, grants *(state whether taxable)*	0.00
(l)	Bequests, legacies and gifts	0.00
(m)	Income from all other sources *(including alimony, maintenance or child support from prior marriage)*	0.00
(n)	Tax preference items:	
	1. Long term capital gain deduction	0.00
	2. Depreciation, amortization or depletion	0.00
	3. Stock options - *excess of fair market value over amount paid*	0.00
(o)	If any child or other member of your household is employed, set forth name and that person's annual income	0.00
(p)	Social Security	0.00
(q)	Disability benefits	0.00
(r)	Public assistance	0.00
(s)	Other	0.00

TOTAL INCOME $ 0.00

DIV2785

IV. ASSETS: *(If any asset is held jointly with spouse or another, so state, and set forth your respective shares. Attach additional sheets, if needed.)*

A. Cash Accounts

Cash

1.1	a. Location	Union Savings Bank Connecticut, value unknown	
	b. Source of funds	marital (title holder Daniel P. Kelly & Elspeth)	
	c. Amount	$0.00	
			Total: Cash $0.00

Checking Accounts

2.1	a. Financial institution	Citibank Money Market	
	b. Account number		
	c. Title holder	Daniel Kelly (amount unknown)	
	d. Date opened		
	e. Source of funds		
	f. Balance	$.00	
2.2	a. Financial institution	Bank of New York	
	b. Account number		
	c. Title holder	Elizabeth Murray	
	d. Date opened		
	e. Source of funds		
	f. Balance	$20.00	
2.3	a. Financial institution	Chase JP Morgan	
	b. Account number	116-063-548	
	c. Title holder	Elizabeth Style Setters	
	d. Date opened		
	e. Source of funds		
	f. Balance	$.00	
2.4	a. Financial institution	Citibank Checking	
	b. Account number		
	c. Title holder	Daniel Kelly (amount unknown)	
	d. Date opened		
	e. Source of funds		
	f. Balance	$.00	
2.5	a. Financial institution	Citibank Checking	
	b. Account number		
	c. Title holder	Daniel Kelly (amount unknown)	
	d. Date opened		
	e. Source of funds		
	f. Balance	$.00	
2.6	a. Financial institution	Chase JP Morgan	
	b. Account number	116-06-548	
	c. Title holder	Elizabeth Style Setters	
	d. Date opened	2005	
	e. Source of funds	Income	
	f. Balance	$1,085.00	
			Total: Checking $1,105.00

Savings Accounts

3.1	a. Financial institution		
	b. Account number		
	c. Title holder	Daniel Kelly with Elspeth Kelly (amount unknown)	
	d. Date opened		
	e. Type of account		
	f. Source of funds	gifts	
	g. Balance	$0.00	

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3.2 a. Financial institution Citibank Savings
b. Account number
c. Title holder Daniel Kelly (amount unknown)
d. Date opened
e. Type of account
f. Source of funds
g. Balance $0.00

Total: Savings $0.00

Security deposits, earnest money, etc.

4.1 a. Location
b. Title owner
c. Type of deposit
d. Source of funds
e. Date of deposit
f. Amount $0.00

Total: Security deposits, etc. $0.00

Other

5.1 a. Location
b. Title owner
c. Type of deposit
d. Source of funds
e. Date of deposit
f. Amount $0.00

Total: Other $0.00

TOTAL: CASH ACCOUNTS $ 1,105.00

B. Securities

Bonds, notes, mortgages

1.1 a. Description of security
Societe Generale Restricted Stock

b. Title holder Daniel Kelly
c. Location
d. Date of acquisition
e. Original price or value 0.00
f. Source of funds to acquire amount unknown
g. Current value $0.00

Total: Bonds $0.00

Stocks, options and commodity contracts

2.1 a. Description of security
None

b. Title holder
c. Location
d. Date of acquisition
e. Original price or value .00
f. Source of funds to acquire
g. Current value $0.00

Total: Stocks, options, etc. $0.00

DIV2787

Broker margin accounts

3.1 a. Name and address of broker
None

b. Title holder
c. Date account opened
d. Original price or value 0.00
e. Source of funds
f. Current value $0.00

Total: Margin accounts $0.00

TOTAL: VALUE OF SECURITIES: $ 0.00

C. Loans to others and accounts receivable

1.1 a. Debtor's name and address

b. Original amount of loan 0.00
c. Source of funds from which loan made or origin of debt

d. Date payment(s) due
e. Current amount due $0.00

Total: Loans and accounts receivable $0.00

D. Value of interest in any business

1.1 a. Business name and address
Elizabeth Stylesetters

b. Type of business *(corporate, partnership, sole proprietorship or other)*
Sole Proprietor
c. Your capital contribution 7,900.00
d. Your percentage of interest 0
e. Date of acquistion c. 1984
f. Original price or value 0.00
g. Source of funds to acquire Savings
h. Method of valuation Income Received
i. Other relevant information
Soliciting new clients.

j. Current net worth of business $1,085.00

Total: Value of business interest $1,085.00

E. Cash surrender value of life insurance

1.1 a. Insurer's name and address
None

b. Name of insured
c. Policy number
d. Face amount of policy 0.00
e. Policy owner
f. Date of acquisition
g. Source of funds to acquire
h. Current cash surrender value $0.00

Total: Value of life insurance $0.00

F. Vehicles *(automobile, boat, plane, truck, camper, etc.)*

1.1 a. Description
Scion 2005

b. Title owner	Elizabeth Murray
c. Date of acquisition	2005
d. Original price	0.00
e. Source of funds to acquire	insurance proceeds from totalled car, WEM ($7k)
f. Amount of current lien unpaid	0.00
g. Current fair market value	$12,000.00

1.2 a. Description
1999 Ford Taurus
(fair market value unknown)

b. Title owner	Daniel Kelly
c. Date of acquisition	2006
d. Original price	0.00
e. Source of funds to acquire	
f. Amount of current lien unpaid	0.00
g. Current fair market value	$0.00

Total: Value of vehicles $12,000.00

G. Real estate *(including real property, lease holds, life estates, etc. at market value - do not deduct any mortgage)*

1.1 a. Description
House, Katonah, 113 Lake Shore Drive, Katonah, NY 10536

b. Title owner	Both
c. Date of acquisition	11/86
d. Original price	240000
e. Source of funds to acquire	Separate and Marital
f. Amount of mortgage or lien unpaid	0.00
g. Estimated current market value	$645,000.00

Total: Value of real estate $645,000.00

H. Vested interests in trusts *(pension, profit sharing, legacies, deferred compensation and others)*

1.1 a. Description of trust
Security Pacific Trusteed Retirement Income Plan

b. Location of assets	
c. Title owner	Daniel Kelly (present value unknown)
d. Date of acquisition	1984
e. Original investment	0.00
f. Source of funds	marital
g. Amount of unpaid liens	0.00
h. Current value	$0.00

1.2 a. Description of trust
Societe Generale Defined Benefit as of 12/31/04

b. Location of assets	Societe Generale
c. Title owner	Daniel Kelly (present value unknown)
d. Date of acquisition	1990
e. Original investment	0.00
f. Source of funds	marital
g. Amount of unpaid liens	0.00
h. Current value	$0.00

1.3 a. Description of trust
Societe Generale Deferred Compensation 12/31/04

b. Location of assets	
c. Title owner	Daniel Kelly (present value unknown)
d. Date of acquisition	
e. Original investment	0.00
f. Source of funds	marital
g. Amount of unpaid liens	0.00
h. Current value	$0.00

1.4 a. Description of trust
Societe Generale Non Qualified Plan as of 12/31/04

b. Location of assets	
c. Title owner	Daniel Kelly (present value unknown)
d. Date of acquisition	
e. Original investment	0.00
f. Source of funds	
g. Amount of unpaid liens	0.00
h. Current value	$0.00

1.5 a. Description of trust

b. Location of assets	
c. Title owner	
d. Date of acquisition	
e. Original investment	0.00
f. Source of funds	
g. Amount of unpaid liens	0.00
h. Current value	$0.00

Total: Vested interest in trusts $0.00

I. **Contingent interests** *(stock options, interests subject to life estates, prospective inheritances, etc.)*

1.1 a. Description
Societe Generale as of 12/31/04

b. Location	
c. Date of vesting	
d. Title owner	Daniel Kelly (present value unknown)
e. Date of acquisition	
f. Original price or value	0.00
g. Source of funds to acquire	
h. Method of valuation	
i. Current value	$0.00

DIV2790

Total: Contingent interest $0.00

J. Household furnishings

1.1 a. Description
see list attached

b. Location
c. Title owner
d. Original price 0.00
e. Source of funds to acquire
f. Amount of lien unpaid 0.00
g. Current value $0.00

Total: Household furnishings $0.00

K. Jewelry, art, antiques, precious objects, gold and precious metals (only if valued at more than $500)

1.1 a. Description
Jewelry - various of minimal value - any of value were inherited or gifted, most costume

b. Location
c. Title owner
d. Original price 0.00
e. Source of funds to acquire
f. Amount of lien unpaid 0.00
g. Current value $0.00

1.2 a. Description
Art - acquired prior to marriage (exceot for small prints of small value)

b. Location 737 Park Avenue
c. Title owner
d. Original price 0.00
e. Source of funds to acquire
f. Amount of lien unpaid 0.00
g. Current value $0.00

1.3 a. Description
Jewelry – inherited or gifts, costume jewelry, minimal value.
Art -- acquired prior to marriage or with non-marital inherited money (except for small prints of small value)

b. Location New York City Apt. & Katonah House
c. Title owner
d. Original price 20,000.00
e. Source of funds to acquire pre-marital
f. Amount of lien unpaid 0.00
g. Current value $20,000.00

Total: Jewelry, art, etc. $20,000.00

L. Other *(e.g., tax shelter investments, collections, judgments, causes of action, patents, trademarks, copyrights, and any other asset not previously itemized)*

1.1 a. Description
Two tax shelters. since change in tax laws same are only applicable to active investments: 215 East Bay Realty Associates -- upon death of Wife's father, there will be $20,000 liability for each tax shelter.

b. Location
c. Title owner
d. Original price 0.00
e. Source of funds to acquire gift from wife's father
f. Amount of lien unpaid 0.00
g. Current value $0.00

1.2 a. Description

b. Location
c. Title owner
d. Original price 0.00
e. Source of funds to acquire
f. Amount of lien unpaid 0.00
g. Current value $0.00

Total: Other $0.00

TOTAL ASSETS $679,190.00

V. LIABILITIES

A. Accounts payable

1.1 a. Name and address of creditor
Citibank Master Charge

b. Debtor
c. Amount of original debt 0.00
d. Date of incurring debt
e. Purpose
f. Monthly or other periodic payment 245.00
g. Amount of current debt $11,609.00

1.2 a. Name and address of creditor
Capital One Visa

b. Debtor Elizabeth Murray
c. Amount of original debt 0.00
d. Date of incurring debt
e. Purpose
f. Monthly or other periodic payment 215.00
g. Amount of current debt $7,358.00

1.3 a. Name and address of creditor
Fleet Visa/Bank of America

b. Debtor Elizabeth Murray
c. Amount of original debt 0.00
d. Date of incurring debt
e. Purpose
f. Monthly or other periodic payment 80.00
g. Amount of current debt $3,904.00

1.4 a. Name and address of creditor
Optima

b. Debtor Elizabeth Murray
c. Amount of original debt 0.00
d. Date of incurring debt
e. Purpose
f. Monthly or other periodic payment 100.00
g. Amount of current debt $14,547.00

1.5 a. Name and address of creditor
American Express

b. Debtor Elizabeth Murray
c. Amount of original debt 0.00
d. Date of incurring debt
e. Purpose
f. Monthly or other periodic payment 1,195.00
g. Amount of current debt $11,972.00

1.6 a. Name and address of creditor
Diner's Club

b. Debtor Elizabeth Murray
c. Amount of original debt 0.00
d. Date of incurring debt
e. Purpose
f. Monthly or other periodic payment 975.00
g. Amount of current debt $8,828.00

1.7 a. Name and address of creditor
Discover

b. Debtor
c. Amount of original debt 0.00
d. Date of incurring debt
e. Purpose
f. Monthly or other periodic payment 180.00
g. Amount of current debt $8,839.00

1.8 a. Name and address of creditor
HFC Group
64461000173219

b. Debtor
c. Amount of original debt 0.00
d. Date of incurring debt
e. Purpose
f. Monthly or other periodic payment 0.00
g. Amount of current debt $1,700.00

1.9 a. Name and address of creditor
Miscellaneous Physicians (medical bills)

b. Debtor
c. Amount of original debt 0.00
d. Date of incurring debt
e. Purpose
f. Monthly or other periodic payment 0.00
g. Amount of current debt $280.00

1.10 a. Name and address of creditor

b. Debtor
c. Amount of original debt 0.00
d. Date of incurring debt
e. Purpose
f. Monthly or other periodic payment 0.00
g. Amount of current debt $0.00

Total: Accounts payable $69,037.00

B. Notes Payable

DIV2794

1.1 a. Name and address of note holder

b. Debtor
c. Amount of original debt 0.00
d. Date of incurring debt
e. Purpose
f. Monthly or other periodic payment 0.00
g. Amount of current debt $0.00

Total: Notes payable $0.00

C. Installment accounts payable *(security agreements, chattel mortgages)*

1.1 a. Name and address of note creditor

b. Debtor
c. Amount of original debt 0.00
d. Date of incurring debt
e. Purpose
f. Monthly or other periodic payment 0.00
g. Amount of current debt $0.00

Total: Installment accounts payable $0.00

D. Brokers' margin accounts

1.1 a. Name and address of note broker

b. Amount of original debt 0.00
c. Date of incurring debt
d. Purpose
e. Monthly or other periodic payment 0.00
f. Amount of current debt $0.00

Total: Brokers' margin accounts $0.00

E. Mortgages payable on real estate

1.1 a. Name and address of mortgagee

b. Address of property mortgaged

c. Mortgagor(s)

d. Original debt 0
e. Date of incurring debt
f. Monthly or other periodic payment 0.00
g. Maturity date
h. Amount of current debt $0.00

Total: Mortgages payable $0.00

F. Taxes payable

1.1 a. Description of tax

b. Date due
c. Amount of tax $0.00

Total: Taxes payable $0.00

G. Loans on life insurance policies

1.1 a. Name and address of insurer

b. Amount of loan 0.00
c. Date incurred
d. Purpose
e. Name of borrower
f. Monthly or periodic payment 0.00
g. Amount of current debt $0.00

Total: Loans on life insurance $0.00

H. Other Liabilities

1.1 a. Description
Divorce Fee Loan

b. Name and address of creditor
Father

c. Debtor
d. Original amount of debt 0.00
e. Date incurred
f. Purpose
g. Monthly or periodic payment 0.00
h. Amount of current debt $20,000.00

1.2 a. Description
Mortgage Loan (Katonah)

b. Name and address of creditor
Estate of Minnie Holmes Murray, Deceased

c. Debtor	Wife	
d. Original amount of debt	158,000.00	
e. Date incurred	1986-1992	
f. Purpose	Purchase/Renovation Katonah House	
g. Monthly or periodic payment	0.00	
h. Amount of current debt		$442,400.00

Total: Other liabilities $462,400.00

TOTAL LIABILITIES $531,437.00

NET WORTH

TOTAL ASSETS:	$679,190.00
TOTAL LIABILITIES:	($531,437.00)
NET WORTH	$147,753.00

VI. **ASSETS TRANSFERRED:** *(List all assets transferred in any manner during the preceding three years, or length of the marriage, whichever is shorter [transfers in the routine course of business which resulted in an exchange of assets of substantially equivalent value need not be specifically disclosed where such assets are otherwise identified in the statement of net worth.])*

Description of Property	To Whom Transferred and Relationship to Transferee	Date of Transfer	Value
			$.00
			$.00
			$.00
			$.00
			$.00
			$.00
			$.00
			$.00
			$.00
			$.00
			$.00
			$.00
			$.00
			$.00
			$.00

VII. **SUPPORT REQUIREMENTS:**

(a) Deponent is at present [ ] *paying* [ ] *receiving* $ 0.00 per [ ] *week* [ ] *month*, and prior to separation [ ] *paid* [ ] *received* $ 0.00 per [ ] *week* [ ] *month* to cover expenses for

These payments are being made [ ] *voluntarily* [ ] *pursuant to court order or judgment* [ ] *pursuant to separation agreement*, and there are arrears outstanding, (in the some of $ 0.00 to date).

(b) Deponent requests for support of each child $ 0.00 per [ ] *week* [X] *month*.
Total for children $ 0.00

(c) Deponent requests for support of self $ 2,500.00 per [ ] *week* [X] *month*.

(d) The day of the [ ] *week* [X] *month* on which payment should be made is Oct. 2006 or when H. moves

VIII. COUNSEL FEE REQUIREMENTS:

(a) Deponent requests for counsel fee and disbursements the sum of $ 0.00

(b) Deponent has paid counsel the sum of $ 0.00 and has agreed with counsel concerning fees as follows: See retainer attached

(c) There is a retainer agreement or written agreement relating to payment of legal fees. *(A copy of any such agreement must be annexed.)*

IX. ACCOUNTANT AND APPRAISAL FEE REQUIREMENTS:

(a) Deponent requests for accountants' fees and disbursements the sum of $0.00 *(Include basis for fee, e.g., hourly rate, flat rate)*

(b) Deponent requests for appraisal fees and disbursements the sum of $ 0.00 *(Include basis for fee, e.g., hourly rate, flat rate)*

(c) Deponent requires the services of an accountant for the following reasons:

(d) Deponent requires the services of an appraiser for the following reasons:

X. **Other data concerning the financial circumstance of the parties that should be brought to the attention of the court are:** House in Katonah funded with monies borrowed from the Estate of Minnie Holmes Murray (wife's mother) prinicpal must be refunded to Estate - the interest payments on the loan were made from Wife's separate property income and are to be refunded to Wife. Wife prepaid $10,000, the balance of daugther's 2006-2007 tuition, ending 6/07. House expenses are not included in the calculations - house to be rented out. House expenses including insurance and repairs run approx $2000 per month.

The foregoing statements and *rider consisting of page(s) annexed hereto and made part hereof,* have been carefully read by the undersigned who states that they are true and correct.

Sworn to before me on 3/21/07

[illegible]
Notary Public, State of New York
No. 01NO6197961
Qualified in Kings County
Commission Expires 12/05/2009

[ ] Petitioner [ ] Plaintiff [ ] Respondent [X] Defendant

Elizabeth E. Murray

Signature (Rule 130-1.1-a)

Valerie S. Wolfman

Affidavit of Service

State of New York
ss.:
County of New York

Chuck Noell, being duly sworn, deposes and says:

I am over 18 years of age.
I reside in Brooklyn, NY 11201.
I am not a party to this action.
On **May 21, 2007** I served true copies of he within

Amended Statement of Net Worth

within the State of New York, by sending same by fax and first class mail, pre-paid, from a U.S.P.S. depository in New York, NY 10022, to the following Plaintiff's Attorneys at their last known address:

Judith Coulston
41 E. 57th St.
New York, NY 10022
Copy by Fax # 212 751 2710

.....
Chuck Noell

Sworn to before me
this **21st** day of **May**,
2007.

.....
Valerie S. Wolfman
Notary Public, State of New York
License # 02 WO 4956657
Qualified in New York County
Expires: 12/9/11

DIV2800

STATE OF SOUTH CAROLINA

IN THE PROBATE COURT

COUNTY OF CHARLESTON

IN RE: IN THE ESTATE OF CASE NO.

WILLIAM EDWARDS MURRAY, 2007-ES-10-1116

Deceased.

VIDEOTAPED
DEPOSITION OF: ELIZABETH E. MURRAY

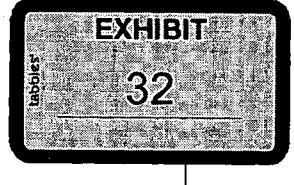
DATE: March 25, 2015

TIME: 10:13 AM

LOCATION: Hood Law Firm
172 Meeting Street
Charleston, SC

TAKEN BY: Counsel for the Estate

REPORTED BY: MARIE H. BRUEGGER, Registered Professional Reporter, CRR



A. WILLIAM ROBERTS, JR., & ASSOCIATES

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to my benefit alone, certainly, and value of interest in any business. I believe I was fairly complete.

Q. Okay. And you did not list Mr. Murray's debt to the Minnie Holmes Estate as an asset in your statement of net worth you provided in your divorce. Is that a correct statement?

A. There certainly was not a place for it.

Q. Ma'am, did you put it or not?

A. No, no, absolutely not.

Q. Thank you.

All right. Now, if you look at the -- let's see. Page 9 of this document, under D, it says: Value of interest in any business. It appears as though you said the current net worth on this date of your business was $1,085. Is that right?

A. That must have been what was in the cash account.

Q. Is that correct that the current net worth of this business on this date was $1,085?

A. That sounds right.

Q. And then flipping to Page 11, under

STATE OF SOUTH CAROLINA

IN THE PROBATE COURT

COUNTY OF CHARLESTON

IN RE: IN THE ESTATE OF

CASE NO.

WILLIAM EDWARDS MURRAY,

2007-ES-10-1116

Deceased.

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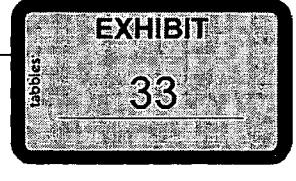
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contingent interests, it says: Stock options, interests subject to life estates, and prospective inheritances.

A. Okay. And contingent interests.

Q. Yes, ma'am. Do you see that?

A. Interests subject to life estates and prospective inheritances.

Q. And on Page 11 and Page -- actually, it's just on the bottom of Page 11, all of the contingent interests are identified there, and you identified the current value as being zero. Is that right?

A. Are we talking marital assets here, which is generally what a divorce agreement entails?

Q. Ma'am, I'm not asking that question. I'm just asking what is contained in your sworn statement of net worth dated March -- I mean, excuse me, April 21, 2007, and the question is: Under contingent interests, do you identify that the current value is zero? Yes or no.

A. I don't refer to it, so how can I refer to it as zero?

Q. Ma'am, on the contingent interests on Page 11, and for the record, it's DIV Page 2790,

at the very bottom, it says current value, and it says zero. Did I read that correctly?

A. Yes, in marital interests, it was zero.

Q. All right. If you now flip to the next page, which is Page 12 of 20, and it's Bates stamped DIV2791, there's a section under K for the identification of jewelry, art, antiques, precious objects, gold, and precious metals. Do you see that section?

A. That is correct.

Q. And then under 1.3 of the description, there's a place where you can identify art acquired, and it says: Acquired prior to marriage or with nonmarital inherited money (except for small prints of small value).

A. Where is this?

Q. 1.3.

A. 1.3, inherited or gifts, costume jewelry, art acquired prior to marriage or with nonmarital inherited money. Okay. And I say $20,000.

Q. Yes. Is that correct?

A. Yes.

Q. And that's for jewelry, art,

STATE OF SOUTH CAROLINA

IN THE PROBATE COURT

COUNTY OF CHARLESTON

IN RE: IN THE ESTATE OF

WILLIAM EDWARDS MURRAY,

Deceased.

CASE NO.

2007-ES-10-1116

VIDEOTAPED DEPOSITION OF: ELIZABETH E. MURRAY

DATE: March 25, 2015

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172 Meeting Street
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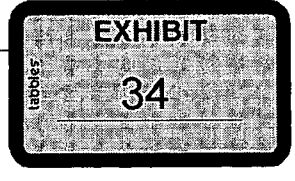
TAKEN BY: Counsel for the Estate

REPORTED BY: MARIE H. BRUEGGER, Registered Professional Reporter, CRR

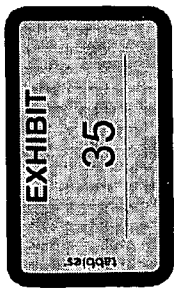
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A. I know.
Q. -- that we're having.
A. I know.
Q. Let's keep this professional, please.
A. Okay.
Q. I'm not the one that's filed these claims.
A. I guess not.
Q. So my question to you is: In 2002, did you stop working at The Inn at Quogue?
A. Yes.
Q. And during Mr. Murray's lifetime, through 2007, did you ever file a suit for reimbursement of The Inn at Quogue?
A. No. I merely had discussions with him.
Q. Thank you. Same question with regard to the alleged debt owed to the Minnie Holmes Murray Estate. Why didn't you file suit as the administratrix while Mr. --
A. Because he told me --
Q. -- while Mr. Murray was still living?
A. He told me it was coming to him at his death, and Hilton affirmed that on the back steps of The Inn at Quogue's garden room when he came to



MM0000012

SURROGATE'S COURT

WESTCHESTER COUNTY

In the Matter of the Application to Determine the Estate Tax Under Article 26 of the Tax Law upon the Estate of

MINNIE H. MURRAY
Deceased

PETITION

William E. Murray
Attorney for Petitioner

Suite 1600, 655 Madison Ave.

New York, New York 10021.

MURRAY000843

I, MINNIE HOLMES MURRAY, of Bronxville, New York, do hereby make, publish and declare this as and for my Last Will and Testament.

FIRST: I direct that all my just debts, funeral and testamentary charges be paid so soon after my death as convenient.

SECOND: I give and bequeath all of my tangible personal property in equal shares to my children, or the survivors of them. If any question should arise as to the scope or meaning or division of this bequest, I authorize my individual Executor to determine the same and his decision shall be binding on all interested parties.

THIRD: All of the rest, residue and remainder of my estate, real, personal or mixed, wherever situated, I give, devise and bequeath to my Trustees, IN TRUST, to hold, manage, invest and reinvest the same as hereafter provided.

The term of the Trust shall be the lives of my daughters, PAMELA HOLMES MURRAY, ELIZABETH EDWARDS MURRAY and CATHERINE P. MURRAY. My Trustees shall pay or apply so much or all of the net income therefrom to or for the use of any one or more of my issue, as shall be living from time to time in such proportions and amounts as the Trustees in their absolute discretion shall determine, until my daughter, CATHERINE P. MURRAY, shall attain the age of twenty-two (22) years of age. The Trustees may make such payments or applications of the net income in equal or unequal amounts and may at any time and from time to time exclude any one of them from any benefit hereunder. Upon my daughter, CATHERINE P. MURRAY, attaining the age of twenty-two (22) years my Trustees shall pay or apply the net income among my issue, per stirpes, during the remaining term

of the Trust.

Upon the termination of this Trust, the Trustees shall then divide the then principal of the Trust Fund into three equal parts and shall pay over one of such parts to such person or persons as my daughter, PAMELA HOLMES MURRAY, may direct and appoint, and shall pay over one of such parts to such person or persons as my daughter, ELIZABETH EDWARDS MURRAY, may direct and appoint, and shall pay over one of such parts to such person or persons as my daughter, CATHERINE P. MURRAY, may direct and appoint, providing, however, that such power of appointment shall be made in such Last Will and Testament, expressly referring to this power. In default of the exercise of such power of appointment of any of such parts, such part shall then pass to the issue of the child failing to exercise said power and in default of such issue to my issue per stirpes.

FOURTH: My Trustees may pay or apply such amount or amounts from the principal of the Trust to any income beneficiaries in order to meet the emergencies of illness, accident or extreme need, or to properly educate and maintain such beneficiary while under the age of twenty-one (21) years of age.

FIFTH: In addition to the powers vested by law in executors and trustees, I authorize my Executors and Trustees to exercise the following powers in their absolute discretion:

1. To sell at public or private sale at such terms as they shall deem best, or to exchange any property, real or personal, to invest any property in their hands whatsoever, real or personal, as they shall deem proper, whether or not the same shall be producing income or be authorized by law for the investment of estate or trust funds and without regard to the proportion that such property or a property of similar character held may bear to the entire trust fund.

SIXTH: I nominate and appoint my brother-in-l

LEON D. MURRAY, JR., and THE HANOVER BANK as Executors of this my Last Will and Testament and Trustees of the Trust hereby created. No bond or other security shall be required of any Executor or Trustee in any jurisdiction in which this Will may be probated.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal to this my Last Will and Testament this 7th day of October, in the year One thousand nine hundred and fifty-nine (1959).

Minnie Holmes Murray

SIGNED, SEALED, PUBLISHED and DECLARED by MINNIE HOLMES MURRAY, the Testatrix above named, as and for her Last Will and Testament in the presence of us who, at her request and in her presence and in the presence of each other, have hereunto subscribed our names as attesting witnesses the day and year last above written.

William E. Murray residing at 18 Locust Lane Bronxville NY

Elizabeth F. Mills residing at 72 Hemlock Rd. White Plains NY

William D. Jennings residing at 71 Pine Street Oceanside NY

SURROGATE'S COURT: COUNTY OF WESTCHESTER

In the Matter of the Application to Determine the Estate Tax under Article 26 of the Tax Law upon the

ESTATE OF MINNIE HOLMES MURRAY, Deceased.

AFFIDAVIT OF MAILING

File No. 2344/1967

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

WILHELMINA D. FENNELL, being duly sworn, deposes and says:

That on the 6th day of November, 1969, she served the copies of the annexed Petition, Notice of Motion and Order Fixing Tax on:

JULIAN H. HYMAN, Esq.,
Attorney for State Tax Commission,
99 Church Street,
White Plains, New York 10601,

by depositing a true copy of the same in a post office box regularly maintained by the Government of the United States at 655 Madison Avenue, Borough of Manhattan, New York City, duly enclosed in postpaid, sealed wrapper, respectively addressed as above.

That on the 31st day of March, 1969, she served the two copies of the annexed Petition on:

Mr. R. Dewey,
Transfer and Estate Tax Section,
State of New York,
Department of Taxation and Finance
Miscellaneous Tax Bureau
State Campus,
Albany, New York 12226,

by depositing a true copy of the same in a post office box regularly maintained by the Government of the United States at 655 Madison Avenue, Borough of Manhattan, New York City, duly enclosed in postpaid, sealed wrapper, respectively addressed as above.

Wilhelmina D. Fennell

Wilhelmina D. Fennell

Sworn to before me this
6th day of November, 1969.

Notary Public, State of New York
No. 31-6677948
Qualified in New York County
Commission Expires March 30, 19[illegible]

STATE OF SOUTH CAROLINA

IN THE PROBATE COURT

COUNTY OF CHARLESTON

IN RE: IN THE ESTATE OF CASE NO.

WILLIAM EDWARDS MURRAY, 2007-ES-10-1116

Deceased.

VIDEOTAPED
DEPOSITION OF: ELIZABETH E. MURRAY

DATE: March 25, 2015

TIME: 10:13 AM

LOCATION: Hood Law Firm
172 Meeting Street
Charleston, SC

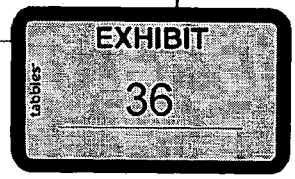
TAKEN BY: Counsel for the Estate

REPORTED BY: MARIE H. BRUEGGER, Registered Professional Reporter, CRR

A. WILLIAM ROBERTS, JR., & ASSOCIATES

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A. Yes. And then they had moved me into yet another office in the restaurant, in the back, towards what was called the garden room, and there was no wall for the picture to go on. But I was told it was being put in the locked closet, but it was not in the locked closet when the stuff was sent to me.

Q. I'd like to ask a few questions about the estate of your mother. You were appointed as the administrator of the Estate of Minnie Holmes Murray. Is that correct?

A. I was appointed as a substitute executrix in lieu of my uncle, who was discovered to be taking assets of my mother's estate, publicly-traded stocks -- New York Stock Exchange, Standard Oil, that type of thing -- and using them as collateral for his own loans.

Q. And you were actually -- I know that you were the substitute administrator, but you were actually appointed as the administrator -- I believe the court filing was in 1975. Is that right?

A. I think it was effective in '76, but I may be wrong.

Q. As the administrator, are you aware

that you were charged with the duty of administering the estate and establishing a trust pursuant to the will of Minnie Holmes Murray?

A. Yes.

Q. And did you establish a trust?

A. No, I did not.

Q. Why not?

A. First of all, the estate was in such flux when I received it. There was an ongoing lawsuit against my uncle, who had taken substantial assets and pledged them as collateral, so there was a suit against C&S Bank, in which we prevailed. We had to reestablish accounting records for years and years, by whatever means we could, to, you know, get us back on the rolls of New York State.

There were stocks that were deemed worthless, such as one called Frequency Electronics, which was restricted stock, but I got in touch with the president of that, Martin Block, and he arranged to liquidate the stock. There was an upcoming -- they were on the -- they went onto a stock exchange. What's that little one? I can't remember the name. And so we were able to liquidate that.

SURROGATE'S COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

x

In the Matter of the Settlement of the Final Account of Proceedings of ELIZABETH EDWARDS MURRAY, as Executrix and Administratrix of the Estate of

MINNIE HOLMES MURRAY,
Deceased

RELEASE, REFUNDING, RECEIPT AND INDEMNITY AGREEMENT

x

WHEREAS, Minnie Holmes Murray, formerly of Bronxville, New York died on June 17, 1967;

WHEREAS, Minnie Holmes Murray left a will dated October 7, 1959, which will was duly admitted to Probate in the Surrogate's Court of Westchester County;

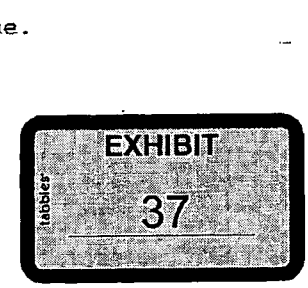
WHEREAS, Leon D. Murray, Jr. was granted Letters of Testamentary pursuant to such Will;

WHEREAS, Elizabeth Edwards Murray succeeded Leon D. Murray as Executor of the Will of Minnie Holmes Murray on August 22, 1975 and has acted as Administratrix and Executrix from that date to the present;

WHEREAS, Elizabeth Edwards Murray has duly rendered an account relating to the Estate of Minnie Holmes Murray from August 22, 1975 to date (the "Account of Proceedings") which account is hereto annexed as Exhibit A which account, together with all supporting documents, has been examined by the undersigned and their representatives and is found to be in all respects correct and true;

WHEREAS, the undersigned are under no disabilities;

WHEREAS, the undersigned do hereby represent that the foregoing recitals are correct and true.



EEM000978

WHEREAS, Catherine Murray Smith and Pamela Murray Stack (the "Agents") have at various times acted as agents for Elizabeth Edwards Murray in performing certain acts with respect to the Estate of Minnie Holmes Murray.

NOW, THEREFORE, in consideration of the premises recited above and, in consideration of the Elizabeth Edwards Murray (the "Executrix") consenting to have her account settled out of Court, without first requiring a judgement, decree or order of a Court of competent jurisdiction directing the same to be made, the undersigned on behalf of themselves, their issue, heirs, executors, administrators, beneficiaries and assigns, do hereby covenant and agree with the Executrix and the Agents as aforesaid and in their individual capacity as follows:

1. That to the date of the execution hereof, none of the undersigned has assigned, transferred or in any way alienated or encumbered in whole or in part the right, title or interest which they or their descendants or their estates have or had in and to the funds in the Estate of Minnie Holmes Murray (the "Estate") as aforesaid;

2. The Undersigned do hereby acknowledge receipts from the Executrix of the assets distributed to or for their account as shown in Schedule B hereto;

3. The undersigned do hereby acknowledge that the foregoing constitutes the property which they were entitled to receive from

EEM000970

the Executrix;

4. They do hereby ratify , confirm and approve the Account of Proceedings rendered by the Executrix and all the acts and transactions set forth in said account and the records of the Estate and do hereby accept said account as an account stated, final and conclusive;

5. They have been accorded full opportunity to examine in person and through such representatives as they might select, all records of the Estate pertaining to, and to obtain from the Executrix all information regarding the administration of the Estate during the accounting period; and they hereby waive any right to further do so;

6. They have the power and authority to execute this document.

7. They do hereby waive any right to require or enforce settlement of said account or any account of the Executrix in any court whatsoever and agree that this instrument shall be in all respects binding and conclusive as though said account had been allowed and settled by final judgement or decree of a court of competent jurisdiction;

8. That the the Executrix may at any time either (a) record or file this document and/or the Account of Proceedings in

EEM000980

accordance with the provision of any statute, law or rule of the courts of the State of New York or any other State as an instrument settling the said account if, in the discretion of the Executrix she shall deem it advisable to do so, without any notice to the undersigned or (b) institute proceedings for the judicial settlement of the Account of Proceedings, in which event the undersigned waive service of citation or other process in such proceeding and consent that a decree be made or entered therein without notice;

9. Consent that out of the principal balance remaining on hand the following amounts be paid as set forth in Exhibit C hereto.

10. The Undersigned do hereby agree that if the Executrix of the Estate or the Agents shall sustain or incur any expenses or liability (including any taxes and any interest and penalty thereon) which would have been properly chargeable against or payable or recoupable from the property heretofore distributed, or from the property to be distributed to them, upon request of the Executrix, the Agents or their successors, forthwith to pay to the Executrix, or the Agents or their successors each such expense or liability;

11. They do remise, release and forever discharge the Executrix in her fiduciary capacities and individually, and the Agents and their heirs, administrators, executors, successors, beneficiaries and assigns of and from any and all claims and

EEM000981

demands and of and from any and all liability responsibility or accountability for or by reason of their actions with respect to the Estate; the acts and transactions in the administration of the Estate; the acts and transactions of the Executrix in the preparation of the Account of Proceedings; the acceptance of this instrument; and for any matter or thing growing out of or in any way connected thereto or to the Trust.

12. That the Undersigned will jointly and severally indemnify and save and hold harmless the Executrix, in her fiduciary capacities, as Executrix or Administratrix and individually, and the Agents and their heirs, administrators, executors, successors, beneficiaries and assigns from and against any and all claims, demands, liabilities, losses, damages, taxes or expenses of whatsoever kind of nature (including reasonable attorneys' fees) which the Executrix, the Agents or their heirs, administrators, executors, successors, beneficiaries and assigns in their fiduciary capacities or individually may at any time sustain or incur or become liable for by reason or in consequence of the acceptance of this instrument the distributions of assets from the Estate, or any claim or demand made by or on behalf of any person claiming any interest in the Estate or in respect of any matter or thing connected with the Estate or its administration including but not limited to, any amounts which may be lawfully assessed by the government of the United States, the State of New York or any other State or political subdivision thereof against the Trust on account of income or estate tax liability.

IN WITNESS WHEREAS, the undersigned have hereunto set their hands and seals as of the day of

Catherine Murray Smith

Pamela Murray Stack

Elizabeth Edwards Murray

EEM000983

DECEMBER 12, 1992

MEMORANDUM

TO: William E. Murray

FROM: Pamela Murray Stack, Elizabeth E. Murray and Catherine Peronneau Murray Smith

This letter constitutes an agreement by and between Pamela Murray Stack, Elizabeth E. Murray and Catherine Peronneau Murray Smith, the three beneficiaries of the Estate of Minnie Holmes Murray, Deceased, that the total obligation owing from William E. Murray to the Estate as outlined in a prior agreement dated April 22, 1980 between William E. Murray and the above-mentioned three beneficiaries, as well as accrued interest, penalty interest, interest owed on his loans from the New England Life Insurance policy, as well as the accrued interest thereon and other monies which may become due, shall become community property between Pamela Murray Stack, Elizabeth E. Murray and Catherine Peronneau Murray Smith on a joint, not several basis. Any monies remitted thereon to any one or more beneficiaries shall impose and constitute liability and obligation on that beneficiary(ies) to remit a pro-rata share to the other parties to this agreement.

Pamela Murray Stack

Elizabeth E. Murray

Catherine Peronneau Murray Smith

EEM000984

STATE OF Georgia ss.: 065-40-8312

COUNTY OF Fulton

On this 12th day of December, 1991, before me personally came Pamela Murray Stack, to me known, and known to me to be the individual described in, and who executed the foregoing instrument; and duly acknowledged to me that she executed the same.

Notary Public

Notary Public, Cobb County, Georgia
My Commission Expires Jan. 15, 1994

EEM000885

STATE OF Georgia ss.: 065-40-8313

COUNTY OF Fulton

On this 14th day of December, 1992, before me personally came Catherine Murray Smith, to me known, and known to me to be the individual described in, and who executed the foregoing instrument; and duly acknowledged to me that she executed the same.

Notary Public, Fulton County, Georgia
My Commission Expires Jan. 31, 1994

Notary Public

EEM000986

STATE OF Georgia ss.: 065-40-8314

COUNTY OF Fulton

On this 12th day of December, 1992, before me personally came Elizabeth Edwards Murray to me known, and known to me to be the individual described in, and who executed the foregoing instrument; and duly acknowledged to me that she executed the same.

Notary Public, Fulton County, Georgia
My Commission Expires June 22, 1994

Notary Public

EEM000987

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE PROBATE COURT

IN RE: IN THE ESTATE OF

WILLIAM EDWARDS MURRAY,

Deceased.

CASE NO.

2007-ES-10-1116

VIDEOTAPED DEPOSITION OF: ELIZABETH E. MURRAY

DATE: March 25, 2015

TIME: 10:13 AM

LOCATION: Hood Law Firm
172 Meeting Street
Charleston, SC

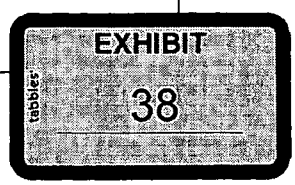
TAKEN BY: Counsel for the Estate

REPORTED BY: MARIE H. BRUEGGER, Registered Professional Reporter, CRR

A. WILLIAM ROBERTS, JR., & ASSOCIATES

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distribution was made in '92. This was obviously meant for a different purpose, and it was never filed.

Q. Let's talk about the distribution in 1992. Did you liquidate the Estate of Minnie Holmes Murray --

A. Not the entire estate.

Q. Just for the benefit of our court reporter and the videographer --

A. Sorry.

Q. -- just if you'll let me complete my questions, and then if you'll answer them.

In 1992, did you liquidate the Estate of Minnie Holmes Murray through a settlement agreement and final accounting between you and your sisters Pam and Catherine?

A. Only partially.

Q. How do you partially liquidate an estate?

A. Because there were only parts of the estate that were liquid.

Q. What was left in the estate after 1992?

A. After 1992, there were the following: There was a note -- I don't remember if it had

STATE OF SOUTH CAROLINA

IN THE PROBATE COURT

COUNTY OF CHARLESTON

IN RE: IN THE ESTATE OF

CASE NO.

WILLIAM EDWARDS MURRAY,

2007-ES-10-1116

Deceased.

VIDEOTAPED DEPOSITION OF: ELIZABETH E. MURRAY

DATE: March 25, 2015

TIME: 10:13 AM

LOCATION: Hood Law Firm
172 Meeting Street
Charleston, SC

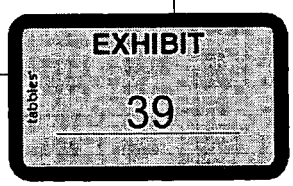
TAKEN BY: Counsel for the Estate

REPORTED BY: MARIE H. BRUEGGER, Registered Professional Reporter, CRR

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converted at that point, but there was a note from the people who had bought out Columbia Office Supply Company. It may have already converted to an interest-bearing note from Corporate Express. That was unable to be liquidated in any way, shape, or form. It was a long-term agreement that ended, I believe, in the early 2000s. There were -- there was --

Q. How much was that asset?

A. I can't -- it was maybe 125,000. I really cannot give you any firm -- I could refer and send you that information if you would like.

Q. I would. Thank you.

So what I'm interested in, if you could just give us a list of what you claim to be the assets that were left in the Estate of Minnie Holmes Murray after what you characterize as a partial liquidation in 1992. If you could give us a list of all those assets.

A. I'm giving it to you right now.

Q. Okay. The first one you said is a $125,000 asset?

A. That is an estimation only.

Q. Okay. Could you describe what that asset is again?

STATE OF SOUTH CAROLINA

IN THE PROBATE COURT

COUNTY OF CHARLESTON

IN RE: IN THE ESTATE OF

CASE NO.

WILLIAM EDWARDS MURRAY,

2007-ES-10-1116

Deceased.

VIDEOTAPED DEPOSITION OF: ELIZABETH E. MURRAY

DATE: March 25, 2015

TIME: 10:13 AM

LOCATION: Hood Law Firm
172 Meeting Street
Charleston, SC

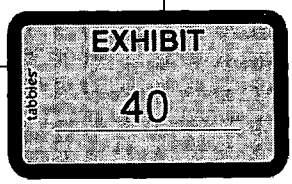
TAKEN BY: Counsel for the Estate

REPORTED BY: MARIE H. BRUEGGER, Registered Professional Reporter, CRR

A. WILLIAM ROBERTS, JR., & ASSOCIATES

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A. Yeah. Sure. I'm sorry.

Q. When the asset that we've been discussing, Columbia Office Supply, was fully liquidated in 2006, those proceeds went directly to the beneficiaries and not into the estate of Minnie Holmes Murray. Is that correct?

A. That is correct.

Q. And how much did you get from that liquidation in 2006?

A. I think that was $44,000 on an individual. That was the sale of the building.

Q. In your deposition that we took a couple of months ago, you mentioned the Minnie Holmes Murray Realty?

A. No, it was not Minnie Holmes Murray Realty, it was Minnie Holmes Realty.

Q. It's called Minnie Holmes Realty?

A. Yes.

Q. Okay. When was that entity created?

A. Last fall. We had to check through corporate names. What I did was I had my attorney -- and I'd been following the advice of my attorney. I put in the value of the actual mortgage, actually a little bit more than that, $375,000 into an escrow account to fund it, but

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

----------x

Daniel Kelly, Index No. 350789/05

Plaintiff,

- against - Affidavit

Elizabeth Murray,

Defendant.

----------x

STATE OF NEW YORK
SS:
COUNTY OF NEW YORK

Elizabeth E. Murray, being duly sworn, deposes and says:

1. I am the Defendant-Wife in the above referenced action. I submit this affidavit in support of the instant application to reargue the motion.

2. When we submitted my *pendente lite* motion, my attorney advised the court that I had received a check for $3,000 from my father that would help with my November expenses. Neither my attorney nor I expected that such payments would suddenly cease I received no money from my father in December. I received money in January but had not in February.

3. My attorney informed my husband's attorney, at my February 6, 2007 deposition, that I had not received any help for February from my father. My attorney wrote a letter to my

EXHIBIT
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DIV2477

husband's attorney on February 14, 2007, documenting the conversation. The next day, February 15, 2007 I received a check from my father.

4. Since the time that this court has rendered its decision, it has become clear to me that Plaintiff-Husband and my father's business assistant, Hilton Smith, are in control of when and whether I get monies from my father. This explains why his February check arrived with the notation that my father was sending it at Plaintiff-Husband's behest, and why it is my husband's attorney who has knowledge regarding the timing of the checks.

5. I need both support money from Plaintiff-Husband and reimbursement plus support from my father since I not only have household expenses, but also business debt from Stylesetters. Of the monthly monies I receive from my father (when I receive them), I use $2,000 pay down business debt, leaving me with $1,000 to pay the following monthly expenses: (a) utilities, $775; (b) food, $750; clothing [self and daughter] $250; laundry, $150; car and apartment insurance, $330; unreimbursed medical visits and prescriptions, $470; household maintenance, upkeep and replacements, $550; cleaning person, $300; auto upkeep and repairs, $200 [not including parking tickets, if any]; miscellaneous, $400; and travel for family functions, $200.

6. In addition, I am carrying interest on my business debts at a rate of approximately $2,000/month.

7. I am in such dire financial straits that I could not pay my parking tickets, which caused my car to be impounded. Currently, I cannot retrieve my car from the impound lot because I do not have the money to get it back unless I borrow from friends.

8. I cannot borrow money on my credit cards for my living expenses as they are "maxed out" from the business expenses incurred through my solely owned business "Stylesetters."

9. While I did receive a distribution of $44,000 last year from my mother's estate, same was used to pay down debt, as follows:

   a. American Express: $24,193 for business and personal.
   b. Diner's Club: $6,211, business and personal.
   c. Personal Loan from Gil Mestler (to cover previous credit card expenses): $4,000
   d. Dell (computer for daughter Elspeth): $1,278
   e. Optima: $3,389, business and personal.
   f. Household Finance: $3,951, business and personal.

totaling $43,022.

10. I have made no prior request to this or to any other court for this, or any similar, relief.

WHEREFORE, I respectfully request that this court grant the relief requested in the accompanying Order to Show Cause.

.....
Elizabeth E. Murray

Sworn to before me this

15th day of **February, 2007**.

VALERIE S. WOLFMAN
Notary Public, State of New York
No. 02W06057
Qualified in New York County
Term Expires 1/2/09

DIV2479

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF CHARLESTON	)	C/A No. 2007-ES-10-1116
	)	
IN THE MATTER OF: WILLIAM E. MURRAY	)	**AFFIDAVIT OF "JAMES" HONGJIANG MA**

PERSONALLY APPEARED BEFORE ME, Hongjiang "James" Ma, who after being duly sworn, deposes and says as follows:

1. I am a citizen and resident of New York City, State of New York.

2. I attended college in Dalian, China and graduated in 1982. I also attended Harvard Law School and graduated in 1987.

3. I am over the age of eighteen and I am competent to make these statements.

4. I have personal knowledge of the matters contained herein.

5. I am the Co-Executor, along with Hilton C. Smith, Jr., under William E. Murray's Last Will and Testament, executed on February 14, 2005.

6. I am the Co-Trustee, along with Hilton C. Smith, Jr., of the William E. Murray Revocable Trust originally executed on February 14, 2005, amended and restated on May 11, 2005.

7. I was William E. Murray's Bookkeeper, Property Manager, Paralegal, and Office Manager from May 1990 until Mr. Murray's death in August of 2007.



8. As Bookkeeper for William E. Murray, I performed general accounting duties, maintained financial records, made payments on Mr. Murray's behalf, and kept track of various accounts for William E. Murray.

9. I prepared and assisted William E. Murray in the preparation of his semi-annual financial statements and completed all of his personal and business loan applications for his properties in New York. I also prepared any statements required by his banks and his other creditors beginning in the mid-1990s. I was in charge of all Mr. Murray's financial affairs, both personal and business, and worked closely with him on all aspects of his financial and business transactions.

10. As Bookkeeper for William E. Murray, I wrote most of his business and personal checks. I wrote checks to Mr. Murray's children on his behalf. During my employment I mailed checks to Elizabeth Murray, prepared checks for her to pick up from Mr. Murray's office, and I also deposited checks from Mr. Murray directly into Elizabeth Murray's bank account at JP Morgan Chase Bank.

11. I received requests from Elizabeth Murray asking for her father to provide her with financial assistance for personal, household, and credit card expenses. In addition, Elizabeth Murray requested reimbursement for expenses from her employment at the Inn at Quogue and various other renovation projects including Pamela Murray's house in Charleston. I always confirmed payment with William E. Murray and he always instructed me to pay the funds Elizabeth Murray requested. Ms. Murray would persistently follow up on any request for payment until it was paid to her.

12. Throughout my employment for William E. Murray, he never instructed me to include any debts to the Estate of Minnie Holmes Murray in his semi-annual financial statements, on any of his loan applications, or any other financial statements that I completed for his banks and for other creditors.

13. I have never received or seen any notices or demands for payment of debts due to the Estate of Minnie Holmes Murray either mailed or delivered by Elizabeth Murray or by courier to Mr. Murray's office in New York. Mr. Murray never provided me with any notices or demands for payment of such debts from Elizabeth Murray. I regularly checked Mr. Murray's briefcase when he came into the office and he always gave me all documents he received or signed outside his office for filing and/or safekeeping.

14. During one of Mr. Murray's visits to New York between 2005 and 2006, when he was living in Charleston, South Carolina, Mr. Murray asked me to meet him at his library at 50 East 77th Street in New York with the file containing the loans he made to Alta Brockington over the years. Ms. Brockington was a close friend of Mr. Murray. Mr. Murray and I had a private meeting wherein Mr. Murray instructed me to waive several of his loans to Ms. Brockington upon his death. Mr. Murray was cognizant of his finances and his wishes to forgive these loans to Ms. Brockington upon his death. If Mr. Murray, at any point, had wanted to honor the debt to the Estate of Minnie Holmes Murray, Mr. Murray would most likely have given me that instruction.

15. As Bookkeeper for Mr. Murray, I kept detailed records of monies paid by William E. Murray to his daughter Elizabeth Murray.

16. Elizabeth Murray received $3,000.00 in allowance from Mr. Murray which was sent to her monthly from September 12, 2003 until May 2, 2007.

17. Elizabeth Murray and/or Elizabeth's Stylesetters received reimbursement for Pamela Murray's house renovations at 1565 Brianna Lane in Charleston, South Carolina. Following a review of my records, I am confident Ms. Murray is not owed any money related to Pamela Murray's house renovations.

18. During Elizabeth Murray's employment at the Inn at Quogue, I was in contact with representatives of the Quogue companies regarding any money owed to Elizabeth Murray. Ms. Murray was paid any money owed. I have reviewed my records and confirmed Ms. Murray is not owed any money related to her employment, payroll, reimbursements, or anything else related to the Inn at Quogue.

FURTHER THE AFFIANT SAYETH NOT.

Hongjiang "James" Ma

SWORN TO AND SUBSCRIBED before me
this 28 day of October 2016.

NOTARY PUBLIC FOR South Carolina
MY COMMISSION EXPIRES:

JORDAN L ISAAC
NOTARY PUBLIC
SOUTH CAROLINA
MY COMMISSION EXPIRES
MAY
19
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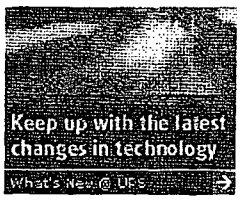
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STATE OF SOUTH CAROLINA

PROBATE COURT

COUNTY OF CHARLESTON

IN RE: THE ESTATE OF WILLIAM EDWARDS MURRAY,

Deceased,

CASE NO. 2007-ES-10-0116

DEPOSITION OF: ELIZABETH E. MURRAY

DATE: December 9, 2014

TIME: 9:03 AM

LOCATION: Law Offices of
HOOD LAW FIRM, LLC
172 Meeting Street
Charleston, SC

TAKEN BY: Counsel For the Estate of

William E. Murray

REPORTED BY: Roxanne M. Easterwood;

Registered Professional Reporter

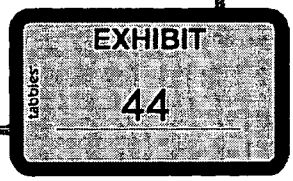
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Q. When did you leave the inn?
A. The end of 2002.
Q. 2002?
A. Yes. And I was specifically asked not to strip the rooms.
Q. You were asked to leave your personal files there?
A. Not personal files.
Q. Furniture?
A. Furniture and belongings that were nonpersonal in nature but that I owned.
Q. And in '07 were not a lot of boxes packed up and shipped to you?
A. Yes. My father called a woman named Theresa Fontana and requested that she ship to me everything that she could find that belonged to me, and she did so.
She did not ship everything that belonged to me because there wasn't a list. She thought everything was in one closet. It wasn't.
Q. Who paid for that shipping?
A. I would imagine The Inn At Quogue did.
Q. And why would they pay for the shipping of your personal items?
A. Because they had used them and I had

SUPREME COURT OF THE STATE OF NEW YORK

NEW YORK COUNTY : CIVIL TERM : PART 9

- X

DANIEL P. KELLY, : Index No. 350789/05

Plaintiff, :

-against- : Stipulation

ELIZABETH E. MURRAY, :

Defendant. :

- X

71 Thomas Street
New York, New York
May 22, 2007

B E F O R E :

HON. HAROLD B. BEELER, Justice

A P P E A R A N C E S :

JUDITH COULSTON, ESQ.
Attorney for Plaintiff
41 East 57th Street - 15th Floor
New York, New York 10022

VALERIE S. WOLFMAN, ESQ.
Attorney for Defendant
880 Third Avenue - 13th Floor
New York, New York 10022

PETER D. KAUFMAN, C.S.R.
Official Court Reporter

EXHIBIT 45

DIV0955

of your attorney, myself or your husband's attorney concerning the settlement?

MS. MURRAY: No.

THE COURT: And have you discussed this settlement and negotiated it over a period of time through your attorney?

MS. MURRAY: Yes.

THE COURT: And are you satisfied with the settlement as best as you can be satisfied with such a settlement, in this type of a case?

MS. MURRAY: Yes.

THE COURT: Are you going to live up to the settlement?

MS. MURRAY: Yes.

THE COURT: Are you satisfied with the representation that you have received from your attorney?

MS. MURRAY: Yes.

THE COURT: Are you under the influence of drugs, alcohol or any other substance at the present time?

MS. MURRAY: No.

THE COURT: I will approve the settlement that has been reached in this case.

Further, I'm noting that there has been an

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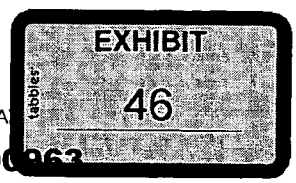
WILLIAM E. MURRAY
ONE VENDUE RANGE
CHARLESTON, SC 29401

June 21, 2007

Dear Elizabeth

In summary of our lengthy discussions of June 19th and 20th, 2007, I have asked you to notate the following understandings we have reached to resolve financial issues that remain. It is my hope that we may go forward without rancor and hurt:

1.) My daughter, Elizabeth, may remove articles from a locked closet in Room 52 at The Inn at Quogue, and/or items that were stored there previously if they have been moved, and various other personal and miscellaneous artwork, including two pictures of significant value (Holmes and Kaufman), accessories, and furniture throughout the Inn property that she used to enhance the appearance of the Inn when she worked there 1999-2002. She will provide an accounting to me of these items after they are removed and will note any missing items that she had left there that are missing. I have asked Theresa Fontana, via a phone call in Elizabeth's presence, to cooperate along with any other staff to assist her in any way possible.
2.) Elizabeth is to receive the principal sum of $117K plus accrued credit card and cash line of credit interest from proceeds upon the sale of the Inn at Quogue and related entities. This principle amount represents design items purchased on behalf of the Inn which were charged on her charge cards and cash advance accounts, and use of her cash, less various repayments made, as indicated in her accounting. This has been evidenced by receipts rendered and examined by me, which has been done, and James Ma, who had reviewed the same in February of 2003 and is summarized in the Excel Accounting prepared by Pamela Murray, which is attached to this document. Such payments shall be for items purchased by her for or by used by the Inn, cash advances used to support payroll and emergency expenses related to her work there, her past due payroll for design work from the summer of 1999 at a rate of $5,000 per month, as well as one $5,000 repayment which was erroneously credited twice to her account on behalf of the restaurant which was also due in that amount for her commission for finding of a tenant for the Restaurant at the Inn who would pay for design work there at his own expense. I have made various payments from my personal account at a rate of $2,000 per month, which payments began in January, 2006 after her completion of design school and certification exams. I also noted these payments and liability in a recent notarized statement in June of this year. These monies shall be paid out of the monies due to me at the closing of The Inn at Quogue and its related companies' sale which should be closed in the near future. I will accept the accounting as rendered by Pamela Murray, subject to any gross misrepresentations, and subject to reasonable questions, and will then receive all receipts, as outlined in the books originally tendered to me in March, 2003 for payment, including interest due, for the same.
3.) Elizabeth, thereby, by virtue of payment of amounts due and interest paid thereon, and in recognition of those monies paid by me on behalf of her support and tuition and supplies for NYSID and for the tuition paid on behalf of her daughter,



Elspeth, waives any and all claims to the proceeds of The Inn at Quogue on account of her 10% ownership interest thereon upon full payment of #2 and receipt of items or their value in #1 above.

4.) I also recognize that I had committed to spend between $12,500 and $15,000 on furnishing the two bedroom house at 1565 Brianna Lane in Charleston, so that it could be used for a guest house when she was not in residence, and that Elizabeth thereby expended personal monies and brought personal items to that residence in reliance upon my offer to gift that property and the furnishings therein, subject to her agreement for permitted use of that residence as a guest house for East Bay Company when not being used by her, subject to East Bay covering all expenses, and carrying costs and maintenance costs thereon including water, taxes, utilities and customary community fees. I hereby agree to either gift to her this house, free and clear as I originally stated, or reimburse her for the value of same, her expenses and fees for her work over and above what was repaid from an operating account held by Pamela for this purpose, which I approved. I also agree to reimburse her for a $500 payment that was cashed by my daughter Brianna for work on the home which she failed to perform. I have now given houses to all my children in Charleston so that they visit me and with one another with greater ease. If Elizabeth sells this house after my death, which is permitted by me in this transfer of property, I direct her to use the proceeds to support her apartment in New York City as her divorce settlement leaves her at great exposure. I would suggest that she attempt to rent it out so that she has an income stream to assist in her support. I have expressed this wish to her.

5.) Elizabeth has also expended various monies on behalf of work, purchases, and repairs done at my residence at 50 East 77th Street, New York. Although the bulk of these purchases were paid for, I hereby direct her to finish up that work, with special attention made to those issues that will make both me and my companion, Helen Flynn, more comfortable and safe in our advancing ages as well as those additional items I have requested and various repairs and purchases made after those last payments were received. Upon the rendering of an accounting to be reviewed by me and James Ma and Helen Flynn. I direct that those monies be paid to her within 15 days of her submission of same.

6.) I understand that various papers were subpoenaed for Elizabeth's divorce and those needed for an appropriate settlement were withheld from her in my residence in New York City, to my great regret. I have directed Mercedes the maid by phone to release those papers to her but significant injury was caused by their withholding, which resulted in inaccurate numbers used for the basis of ongoing maintenance, past maintenance, and legal fees, as well as expenses and tax refunds due her that were awarded to her husband in lieu of evidence to the contrary in her divorce settlement. These inaccuracies resulted in costs to her in the following amounts which are damages to her financially and represent both monies inherited from her mother and my wedding gift to her, the proceeds of which were invested into her Katonah house, and monies due to her from the Inn, see #2. which were not properly represented as repayments vs. income or gifts. I apologize to Elizabeth on behalf of her sister Brianna and others who work for me who were misled as to my intentions and I wish to make Elizabeth whole regarding these injustices. Therefore, I agree to pay Elizabeth:

Past maintenance of $3,000/month, withheld due to misrepresentation of repayments on the Quogue Debt	$ 24,000
Doorman Christmas Tips	1,000

Legal Fees awarded by Judge Beeler from marital funds	20,000
Allocation of $70K in tax refunds,.	70,000
$12K in educational fees for Elspeth	12,000
Wolfman Legal fees for order, subpoena and bench warrant for Brianna	3,000
Total Due to Elizabeth due to misrepresentations of family members	$125.000

This sum above shall be due to Elizabeth by the end of fiscal 2007 or upon my death with interest at 10% from 12/31/2007 onwards.

I hereby commit to reimburse her these expenses because I was unknowingly made part of this theft of property and misrepresentations by virtue of other's use of my apartment, records, and misrepresentations made on my behalf using my stationary and my signature powers. Elizabeth may select an option to have the lump sum paid as outlined above or repaid at a rate of $5K per month or payment of the same may be substituted by the transfer of mutually acceptable property so that she will be made whole in her divorce proceedings, which would have been possible had these regrettable actions not been taken by Brianna and Hilton.

Elizabeth has confirmed to me that the final settlement of her divorce includes her possession of both tax shelters that I gave her for a wedding present and I direct her to retain these properties so that she may profit from their increase in value.

The above constitutes a full and total accounting of all financial representations and accountings and acceptable satisfaction thereof. I have also assured her that she and her sister Pamela have been restored, or will be shortly, to their full status under my will as equal recipients with their sisters in all ways and have directed my attorney, Edward Bennett, to send them a letter noting the same, which I have written and directed for distribution by him to them stating that "I wish all of my daughters to be treated equally under my will in all ways". I am satisfied as to Elizabeth's intent and interest in protecting me and have affirmed to my best understanding her love and devotion and loyalty to me.

Love,

Dad

Agreed to in full pages 1-3 as initialed _____
Elizabeth E. Murray

William Edwards Murray _____
Date of Signature:

Witnessed by _____ 1561 Brianna Ln Charleston, SC 29412 LARRY C Bump July 21, 2007
Name and Address printed and date

_____ 1569 Brianna 7/21/07
Name and Address printed and date

EEM003009

Larry C. Bump
1561 Brianna Lane
Charleston, SC 29412

Mr. Murray came for dinner to the house I share with Pam Murray in late July, 2007. It was a Saturday afternoon. He came in the late in the day with his nurse Nyeesha and we took him for a walk. He came with the intention of signing a document regarding Pam's sister Liz. He wanted to do this because he said that they wouldn't let him do what he wanted unless it was what they wanted.

After we took him out, he came back and wanted to finish this document. Pam told me he had tried to sign it with Svetlana as a witness in the park when Pam took him for a walk several weeks earlier but that he couldn't write because his hand was so weak.

Mr. Murray had Pam read him the letter to Liz although he seemed to be impatient with hearing it. He said "I know what it says. I wrote it".

My neighbor came by to witness his signature because the bank was closed and the only notary that I knew was away at Edisto Island at the time.

Mr. Murray signed the document in my presence and in Jeff and Pam's presence. I know it involved the house next door and some stuff about Liz's divorce, which had just finished up. It also had something to do with Brianna not doing work next door which she was supposed to do. I knew about the latter because I was originally supposed to do the work.

Mr. Murray signed the letter at about 6:00, Jeff left, and we had dinner here. Mr. Murray was fairly quiet but was not under any pressure to do this that I could see. He seemed happy after that and mentioned that now his children all had houses near him. That seemed to make him very happy.

Larry C. Bump

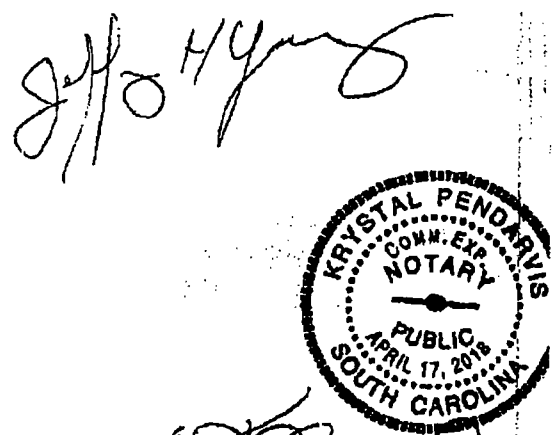
MY COMMISSION EXPIRES JULY 1ST, 2008

On Saturday, July 21, 2007, my neighbors, Pamela Murray and Larry Bump, were taking their father for a walk in his wheelchair past my house and I went out to say hello to them and her father (I was working in my garage at that time so I saw them passing). They asked me to come over later to witness a signature on a document that Mr. Murray wanted to sign. Mr. Murray told me to come have dinner with them but I was already having dinner with my mother. It was late Saturday afternoon and the bank was closed.

It was a two or three page document and from what I heard Pam reading it seemed to have something to do with repayment of some money and some stuff in an inn with an odd name, something about his own home in New York, some money relating to her divorce expenses, and confirmation of his gift of the house next door, which Mr. Murray told me "he was giving her". There was a figure mentioned that was over $100,000 but the house was not valued, just given. I knew that he had given his other daughters houses in this area so it seemed in line and reasonable and Mr. Murray was anxious to have it completed. I was aware that she had been furnishing it as furniture had arrived in the past showing her as the purchaser. Sometimes I had put deliveries into my garage when it was raining.

Pam read the document to him before he signed it. He seemed to know what it contained and to understand it and what he was signing and said he already knew what it said and seemed impatient at her reading it, although Pam insisted upon doing so. He seemed anxious to do this and said her wanted "all of his children to have houses near one another". When he first tried to sign it he could not connect the pen with the paper so I went and got a heavy duty marker for his to use because it had a larger circumference for him to grip. Although his writing was still quite shaky, this seemed to help. He completed signing it in their living room and then said he wanted to eat. He seemed clear so far as his understanding of what he was signing although he was not very conversational.

His attendant Sherry (?) was there to assist him that day, a tall very slim African American woman who was quite pretty and fashionable. No one else was there but me, Sherry, Pam, and Larry. I saw Mr. Murray's van leave later in the evening and that was the last time I ever saw him.



06/3/08

EEM003010

STATE OF SOUTH CAROLINA

IN THE PROBATE COURT

COUNTY OF CHARLESTON

IN RE: IN THE ESTATE OF

CASE NO.

WILLIAM EDWARDS MURRAY,

2007-ES-10-1116

Deceased.

VIDEOTAPED DEPOSITION OF: ELIZABETH E. MURRAY

DATE: March 25, 2015

TIME: 10:13 AM

LOCATION: Hood Law Firm
172 Meeting Street
Charleston, SC

TAKEN BY: Counsel for the Estate

REPORTED BY: MARIE H. BRUEGGER, Registered Professional Reporter, CRR



A. WILLIAM ROBERTS, JR., & ASSOCIATES

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he tried to sign the document?

A. No, no, no, no.

Q. Were you present at any time he tried to sign the document? That's really -- I just want to know what you actually witnessed, not what you're speculating.

A. No. I didn't witness him signing this document at all.

Q. So you drafted it, and you gave him --

A. I drafted it per his instructions.

Q. Yes, ma'am. So you drafted this document, and you gave it to Mr. Murray on June the 21st, 2007?

A. I read it to him; I didn't give it to him.

Q. Then where did the actual hard copy draft of this document go?

A. My sister.

Q. Pam?

A. I did not trust anything in that house not to disappear if it was not to the benefit --

Q. And that's your sister Pam?

A. Yes.

Q. It says: Agreed -- I'm on Page 3 now. It says: Agreed to in full Pages 1 through 3 as

WILLIAM E. MURRAY
ONE VENDUE RANGE
CHARLESTON, SC 294014

May 20, 2007

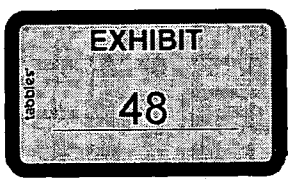
In summary of our discussions on Thursday, May, 17 and Saturday, May 19, 2007, I have asked my daughter, Elizabeth, to notate the following understandings:

1.) My daughter, Elizabeth, may remove articles from a locked closet in Room 52 at The Inn at Quogue, and/or items that were stored there previously, and various other personal and miscellaneous artwork, accessories, and furniture throughout the property that she used to enhance the appearance of the Inn when she worked there 1999-2002. She will provide an accounting to me of these removed items and will note any missing items that she had left there that are missing. I have asked Theresa Fontana and any other staff to assist her in any way possible.

2.) Elizabeth is to receive the principal sum of $117K plus accrued credit card and cash line interest from proceeds upon the sale of the Inn at Quogue and related entities. This principle amount represents items purchased on behalf of the Inn which were charged on her charge cards and cash advance accounts and use of her cash, less payments made thereon, as evidenced by receipts rendered and examined by me and James Ma previously in March, 2003 and is summarized in the Excel accounting prepared by Pamela Murray. Such payment shall be for items purchased for or used by the Inn, cash advances used to support payroll and emergency expenses, past due payroll from the summer of 1999, and one $5,000 payment that was erroneously credited twice to her account on behalf of restaurant expenditures. I have also made payments on this liability, as noted in my statement of 4/07/00, at the rate of $2,000 /month, which payments began in January, 2006 after her completion of design school and certification. I also noted these payments and liability in a recent notarized statement. These monies will be paid out of the monies due to me at the closing of The Inn at Quogue and its related companies' sale which should be closed in the next 60 days. I will accept the accounting as rendered by Pamela Murray, subject to any reasonable questions, and will then receive all receipts as outlined in the books originally tendered to me in March, 2003 for payment of same.

3.) Elizabeth thereby, by virtue of payment of amounts due and interest paid thereon, and in recognition of those monies paid by me on her behalf for her support and tuition and supplies for NYSID and for the tuition paid on behalf of her daughter, Elspeth, waives any and all claim to the proceeds of The Inn at Quogue on account of any ownership interest therein upon full payment of #2 and receipt of items or their value in #1.

4.) I also recognize that I committed to spend approximately $12-15K on decorating the house at 1565 Brianna Lane in Charleston and that Elizabeth thereby expended personal monies and brought personal items to that residence in reliance upon my offer to gift that property and the furnishings therein to her subject to her permitted use of that residence as a guest house for East Bay Company when she was not using it, subject to East Bay covering all expenses and carrying and maintenance costs thereon. Elizabeth spent considerable time planning this refurbishment and furnishing above and beyond a perfunctory job. I hereby agree to either gift her this house, free and clear, as I originally stated, or reimburse her for her expenses and fees for her work over and above what was repaid from an operating account held by Pamela. I also agree to procure repayment to her for a $500 payment that was cashed by my daughter Brianna for work that was not performed.



5.) Elizabeth has also expended various monies on behalf of work, purchases, and repairs done at my residence at 50 East 77th Street, New York, and although the bulk of these purchases were paid for, finish up work and additional items requested and repairs made after those payments have not been reimbursed as of yet. Upon the rendering of an accounting of same to be reviewed by me and James Ma, I will pay those monies due to her within 15 days of submission.

6.) I understand that various papers that were subpoenaed for Elizabeth's divorce settlement were withheld from her in my residence in New York City, to my regret. I also understand that the withholding of those papers resulted in inaccurate numbers accepted for the basis of ongoing maintenance, past maintenance, and legal fees as well as expenses and tax refunds due her that were awarded to her husband in lieu of evidence to the contrary in her divorce settlement. These inaccuracies cost her the following amounts which are damages to her financially and represent both monies inherited from her mother invested into the house and monies due to her from the Inn (see number #2) , which were not properly represented as repayments vs. income or gifts due to this inequity.

a.) Past maintenance of $3K/month x 8 months through 6/07	$24,000
b.) Doorman Christmas tips, 2006	1,000
c.) Legal fees awarded by Judge Beeler from marital funds	20,000
d.) Allocation of $70K and $12 K in ongoing educational expenses for Elspeth	82,000
e.) Wolfman legal fees for order, subpoena, and bench warrant.	3,000
Total	**$125,000**

I hereby commit to reimburse her for the expenses she has had and will incur in her divorce settlement as a result of these actions as outlined above and misrepresentations in which I have unknowingly been made a part of by virtue of others' use of my apartment, records, and misrepresentations made on my behalf using my stationary. This amount may be paid off in full either at the closing of the Inn at Quogue or will be reimbursed at the rate of $3K per month or payment of same will be substituted by transfer of mutually acceptable property so that she may be made whole in her divorce proceedings which would have been possible had these regrettable actions not occurred.

The above constitutes a full total of all financial representations and accountings and acceptable satisfaction thereof. I have also assured her that she and her sister Pamela have been restored or will be shortly to their full status under my will as equal recipients with their sisters as I am satisfied as to their intent and interest in protecting my position and have affirmed to my best understanding their love and devotion for me and loyalty to me.

William E. Murray, _____

DATE _____ Witnessed by:_____

Witnessed by:_____

STATE OF SOUTH CAROLINA
IN THE PROBATE COURT
COUNTY OF CHARLESTON

IN THE MATTER OF: WILLIAM E. MURRAY

VIDEOTAPE DEPOSITION OF: KENNETH BERGMANN, M.D.

DATE: May 1, 2015

TIME: 9:20 a.m.

LOCATION: Hood Law Firm
172 Meeting Street
Charleston, SC

TAKEN BY: Counsel for the Estate of William E. Murray

REPORTED BY: Janice N. Shepherd, Registered Professional Reporter

EXHIBIT 49

A. WILLIAM ROBERTS, JR., & ASSOCIATES
Fast, Accurate & Friendly

Charleston, SC (843) 722-8414
Hilton Head, SC (843) 785-3236
Myrtle Beach, SC (843) 839-3376
Columbia, SC (803) 731-5224
Greenville, SC (864) 234-7030
Charlotte, NC (704) 573-3919

couldn't perform certain kinds of mental operations that require you to keep things in your mind. But he was appropriate. He was able to chat, but the content of what he was chatting about was kind of inconsequential, more kind of automatic sorts of interactions that we have: You know, how are you doing? Oh, just fine, you know. Nice day out, weather's good, you know, that sort of thing. It was diminished in content. Because of that, I couldn't really make a statement about his judgment.

Q. All right. So this is in May 2007, and is it fair to say at this time his mental status had declined significantly?

A. Yes.

Q. Okay.

A. Yes.

Q. All right. Let's see. Go ahead.

A. I think it's relevant to just say here, that he had had some other intercurrent medical illness at that point, which probably was also contributing to this. For example, in April of 2007, he had had a pacemaker placed for heart troubles and continued to have a lot of trouble with control of his blood pressure. So that

obviously interacts with your other physical illnesses.

Q. So these other medical issues and problems that Mr. Murray had, were they contributing to his declining condition?

A. Yes.

Q. All right. That takes us up to May of 2007. I'd like to show you what we've marked as Defendant's Exhibit 3. This is an affidavit.

George, there are two of them.

MR. KEFALOS: Thank you.

BY MS. CRAIG:

Q. Uh-huh. Dr. Bergmann, if you just go to the affidavit marked as Bergmann number 3 on page 4. Can you tell us if that's your signature?

MR. KEFALOS: What is the date of the affidavit you're looking at?

MS. CRAIG: This one is August 2007, and it's Bates Stamped 557.

MR. KEFALOS: Thank you.

THE WITNESS: Yes, that's my signature.

BY MS. CRAIG:

Q. All right. Let's just go through this affidavit. I think we can skip through the part where you're 18 years old and you're competent and

STATE OF SOUTH CAROLINA
IN THE PROBATE COURT
COUNTY OF CHARLESTON

IN THE MATTER OF: WILLIAM E. MURRAY

VIDEOTAPE DEPOSITION OF: KENNETH BERGMANN, M.D.

DATE: May 1, 2015

TIME: 9:20 a.m.

LOCATION: Hood Law Firm
172 Meeting Street
Charleston, SC

TAKEN BY: Counsel for the Estate of William E. Murray

REPORTED BY: Janice N. Shepherd, Registered Professional Reporter

EXHIBIT 50

A. WILLIAM ROBERTS, JR., & ASSOCIATES

Fast, Accurate & Friendly

Charleston, SC	Hilton Head, SC	Myrtle Beach, SC
(843) 722-8414	(843) 785-3236	(843) 839-3376
Columbia, SC	Greenville, SC	Charlotte, NC
(803) 731-5224	(864) 234-7030	(704) 573-3919

his death. Do you have an opinion whether Mr. Murray was competent and had the requisite mental capacity to understand this document and to acknowledge such a debt on July 21, 2007?

A. I think the best way I can answer this is to look at the last office visit notes that we have here. That is May 23rd, 2007. And at that time he had reached a level of mental incapacity that he simply would not have been able to take in, I think, the details of a document even much less than this.

That raises the question of could he have had a period of lucidity, of clarity that would have, you know, magically enabled him to suddenly comprehend this. And I think that, given that he had structural brain disease at that point and, you know, was on this downhill spiral to the end of his life, that he could not have comprehended this.

Q. So is your medical opinion as Mr. Murray's treating neurologist that as of May 2007, Mr. Murray did not have the mental capacity to enter into the contract that is marked as Defendant's Exhibit 5, or any contract for that matter?

A. Correct.

Q. And is that your opinion to a reasonable degree of medical certainty?

A. Yes.

Q. Dr. Bergmann, were you aware that Mr. Murray was -- was a contributor to the Medical University of South Carolina?

A. Oh, yes.

Q. And were you aware that Mr. Murray was quite a philanthropist; he gave charitable donations to multiple charitable organizations and healthcare institutions?

A. Yes.

Q. And the fact that Mr. Murray had made donations to the Medical University of South Carolina, does that have any bearing at all regarding your opinions today?

A. No. I mean, I think medicine is medicine, and the signs and symptoms of a patient and my interpretation of them really is unrelated to any support that he may have lent to the Parkinson's Disease Research Center. It was not dependent upon him. We had, you know, research contracts. We did clinical trial studies. It was obviously a wonderful thing. But as a physician,

Lutheran Hospice

Psychosocial Assessment Outline(1)

Contact Date: 7/2/2007
Service: RN Assessment Visit
Visit Type: Assessment
Time Type: Post-admission contact

Client: Murray, William
000000000000937 - 14809
Staff: Lynn A Magby RN

7/2/2007 HOSP

Mileage Start:	0	Arrival Time:	9:00AM	Doc Time:	0 min	Profile Attached:	7/5/2007
Mileage Stop:	0	Leave Time:	11:00AM	Travel Time:	0 min	Profile Encoding Completed:	7/5/2007
Mileage Total:	0	Visit Time:	120 min	Total Time:	120 min	Profile Locked:	7/5/2007

Admission Check List

The following items have been discussed/reviewed with the patient and/or family:

All Reviewed

Hospice Philosophy of Care

Role of Team Members

24 Hour On-Call/Emergency Contacts

Coordination of Care Plan (Hospice and Other Facility)

Insurance Benefits

Bereavement Services

DME,Pharmacy,CHHA Services.

Pt/Family Rights and Responsibilities

Safety Guidelines/Disaster Planning

Hospice Management/Case Management

Need to Call R.N. Regarding Change in any Services

Insurance

Medicare Hospice Benefit & Election

Requested Services

CHHA

Chaplain

Volunteer

Initial Bereavement Risk

Routine

Caregiver Resources (1/05)

Primary Caregiver:

	Helen Flynn
Age	80
Relationship	Life Partner
Sex of Caregiver	Female
Culture/Ethnicity	caucasion
Religion	christian

EXHIBIT 51 tabbies

Living Arrangements - Members of Immediate Family/ Significant Others Living WITH Patient:

1)

Name Helen Flynn

Caregiver Resources (1/05) Cont...

Relationship	life partner
Age	80
Contact Phone #	(843)722-0400

Living Arrangements - Members of Immediate Family/ Significant Others NOT Living with Patient:

1)

Name	Hilton Smith
Relationship	son in-law
Contact Phone #	(301)992-8000 c

Other Resources (1/05)

Financial - Source of Family Income:

Social Security

Note	private funds/ investments

Community Resources:

Additional Concrete Services Needed:

Note	financially secure

Family Centered Assessment Page 1 (1/05)

Patient's Cognitive Status

Non-Verbal/Aphasic

Patient's Current Emotional Status

Unable to Determine

Notes	due to flat affect and aphasia
Patient's Level of Incapacitation	Severe

PCG's Current Emotional Status

Anxious

Depressed

Fearful

Sad

Notes	Helen Flynn

Describe the Psychosocial Typology of the Illness Process (Check All That Apply)

Gradual Onset

Constant/Progressive Course

Family's Level of Incapacitation:

Mild Family Incapacitation

Family Centered Assessment Page 2

Level of Family Cohesion	Moderate
Level of Family Connection to Outside Support	High
Level of Patient Adaptability	Unable to Determine
Level of Family Adaptability	Unable to Determine
Level of Family Problem Solving Ability	High

Family Centered Assessment Page 2 Cont...

Note	There is a tremendous amount of stress in this family due to litigation against Pt's estate.

Family's Ability to Communicate Openly Re:

Instrumental/Pragmatic Needs	High
Emotional Needs/Issues	High
Are there any concurrent issues which negatively impact on family's coping capacity?	

Concurrent Issues

Family Conflict

Concurrent Issues Note	litigation between pt's two eldest daughters against his two youngest daughters

Family Centered Assessment Page 3

Significant Family Beliefs

Beliefs about dependency

Beliefs about illness cause

Beliefs about mastery and control

Beliefs about optimism/pessimism/hope

Gender role/norms

Note	Son in-law, Hilton Smith, regards Pt. as a powerful man with a tremendous amount of respect from others. Pt. described as "larger than life". Feels the stress from Pt's older daughters' litigation has pushed the disease to be more rapid (the doctor feels this way as well). There is a lot of family feuding. His companion, Helen, has always depended on pt. to take care of matters. She is finding herself in a role reversal and is not coping well.

Family Centered Assessment Page 4

Does the family have any significant fears about their future?

Family Fears:

Pain/Suffering

Increased Dependency

Loss of Meaningful Role

Death Itself

Note	Helen is very afraid of mostly everything that is happening to Mr. Murray.

Patient/Family Goals

Family Goals for Hospice experience:

Self-Directed Medical Care

Physical Care/Support

Information About the Dying Process

Emotional Support

Control of Symptoms

Instrumental/Concrete Support

Note	Mr. Smith and Helen want pt. to have comfort and feel well cared for. Mr. Smith wants emotional support for Helen.
Other Significant History/Information:	Mr. Murray is most definatly the patriarch of this family.

Family Centered Tasks

Understanding and Normalizing the Biopsychosocial Process of Dying

Adapting to Change (Restructuring/Maintaining Meaningful Patient/Family Relationships; Adapting/Maintaining Lifecycle)

Managing Family Stress, Emotional and Grief

Preparing for Dying, Death and Family Life After Death

Initial Bereavement Risk Factors/Assessment

Initial Bereavement Determination	Routine

Visit Plans/Notes

MSW to Visit per	2
Frequency	Monthly
Other	prn as needed

Information Obtained Via

Chart Review	
Home Visit	
Telephone Call	
Other	discussed case with referring physician, Dr. Bergmann

Narrative Note

Mr. William Murray is an 82 year old caucasion male residing in his home with his companion, Helen Flynn. Mr. Murray has LH dx of Parkinson's Disease, Dementia, CVA. His referral is from Dr. Bergmann at MUSC Dept. of Neurology. Mr. Murray is currently aphasic and total care. He is w/c bound. The pt. has 24/7 sitters/cg provided by Interim. He is financially secure. His life partner, Helen Flynn, along with his son in-law (Hilton Smith)are co-POAs. Helen is very stressed about pt's decline. She is not coping well at all. There is a family feud caused by litigation between Pt's 4 daughters agninst his estate.

This visit confirmed with patient/family by phone

CarePlan Problem, Goals & Interventions

Goals Addressed This Visit:

SN 07/02/2007 Patient will be admitted to Lutheran Hospice in a timely manner according to the wishes of the patient/caregiver.
SN 07/02/2007 Patient environment will be safe.
SN 07/02/2007 To provide end of life care according to the patient's and caregiver's wishes and according to standards of practice.
SN 07/02/2007 Patient will receive assistance with personal care/ADL's throughout the certification period.
SW 07/02/2007 PT/CG will recognize and understand the death and dying process.
SW 07/02/2007 PT/CG wishes desiring DNR status will be honored throughout admission.
SW 07/02/2007 PT/CG will demonstrate appropriate grieving, and will receive support from hospice and community/friends/family throughout certification period.
SW 07/02/2007 PT/CG will receive assistance and support for funeral/death services.
SW 07/02/2007 PT/CG will receive referral to Volunteer Services Coordinator regarding volunteer services as requested upon admission.

Interventions Addressed This Visit

CarePlan Problem, Goals & Interventions Cont...

SN 07/02/2007 Complete hospice admission.
SN 07/02/2007 Teach safety measures and instruct in use of assistive device if needed
SN 07/02/2007 Admit to Lutheran Hospice
SN 07/02/2007 Provide appropriate DME or adaptive devices to support PT's. needs.
SW 07/02/2007 SW will access Family's preferred way of receiving information about PT illness and dying process.
SW 07/02/2007 Provide written information to PT./CG re: advanced directive and DNR on admission.
SW 07/02/2007 Refer to BC for bereavement services as needed prior to patient's death.
SW 07/02/2007 Document plans in PT medical record.
SW 07/02/2007 Communicate PT/CG needs to VSC within 14 days of assessment.

Discipline Summary

Admission on 07/02/2007. Present were: Lynn Magby RN, Karen Forman LMSW. Family Present: William Murray (PT), Helen Flynn, and Hilton Smith. Discussed LH philosophy and medicare benefit. Discussed pt rights including pt right to revoke.
Mr. Murray is an 82 year old caucasion male referred to LH by Dr. Bergmann at MUSC Dept of Neurology. Pt. is admitted for Parkinson's Disease with co-morbids of dementia and CVA. Pt has had a recent decline to include a decrease in PO intake and an increase in sleep. He is aphasic and his affect is flat. He is total care and requires total assit. with his ADLs. He lives in his 3rd floor condo with his female companion of 20 years; Helen Flynn. Mr. Murray was born and raised in Charleston, SC. He went to Law School at Harvard U. and practised tax law in Manhatten NYC. He still has an apartment in NYC at the Carlysle. His son-in-law, Hilton Smith, is pt's business partner. They have a land/ building development business. Both Hilton Smith and Helen Flynn are co-POAs. Pt has health care and fin POA, Will, Living Will, but unsure about a DNR. Pt has 4 adult daughters. The eldest 2 daughters are sueing Helen and Hilton for control over their father's estate. The two younger daughters are also in a counter-suite with Helen and Hilton. There is a tremendous amount of tension in this family due to the litigation. The religious preference was "Christian". No specific church affiliation. There are no financial issues. They have sitters in the home 24/7 provided by Interim. There are also various other household staff members.
Issues Identified:
1. Helen Flynn is not coping well. Needs counseling, grief management.
2. Assess family tension and its impact on Pt.

TRUSTEE REMOVAL AND SUCCESSOR TRUSTEE APPOINTMENT

By instrument dated May 11, 2005, William E. Murray, as Settlor and sole Trustee, amended and restated in its entirety the William E. Murray Revocable Trust which had originally been executed on the 14th day of February, 2005 (the "Trust"). Pursuant to the provisions of the Trust, William E. Murray retained the position as the sole Trustee. The Trust provides, however, that upon determination that the Settlor is no longer physically or mentally capable of managing his affairs (with no requirement of any judicial determination of incapacity) that Hilton C. Smith, Jr. and Hongjiang Ma, acting jointly, shall thereupon serve as Co-Trustees. The Trust further provides that any such determination shall be made by written opinion of two licensed physicians or psychiarists, one of whom being the Settlor's regular physician and the other having been appointed by the unanimous agreement of Helen R. Flynn and Hilton C. Smith, Jr. Helen R. Flynn and Hilton C. Smith, Jr. agreed that Dr. David L. Bachman, Professor of Neurosciences at the Medical University of South Carolina would serve, with Mr. Murray's regular physician, Dr. Kenneth J. Bergmann, in this determination

By letters to Mr. Smith and Mr. Ma, Drs. Bachman and Bergmann have rendered an opinion that Mr. Murray is not capable of managing his affairs. As such, William E. Murray is no longer serving as Trustee of the Trust and, pursuant to the authority granted to them under the Trust instrument, Hilton C. Smith, Jr. and Hongjiang Ma are currently serving as the sole Trustees of the Trust.

In addition, pursuant to §11.1 of the Trust, each of Hilton C. Smith, Jr. and Hongjiang Ma, do hereby delegate to each other as their respective Co-Trustees, such general ministerial duties as may be called for in the day to day operation of the Trust, including specifically, the signing of checks, the opening of bank, brokerage and other accounts, and the execution of instruments (including the signing of checks), and the authority to direct purchases and sales of assets as well as execute instruments of purchase and sale for the trust. This delegation shall be effective with respect to all trusts created under the Trust and shall remain effective as to each of them until revoked by either or both of them. This delegation may be relied on by third parties in dealing with the Trust.

In witness whereof the undersigned have set their hands and seal this 19 day of July, 2007.

Hilton C. Smith, Jr., Co-Trustee

Hongjiang Ma, Co-Trustee

State of ~~South Carolina~~ New York
County of ~~Charleston~~ Suffolk

PERSONALLY APPEARED before me on this 19 day of July, 2007, Hilton C. Smith, Jr. to me known and known to me to the individual described in and who acknowledged the foregoing instrument and acknowledged to me that he executed the same.

(SEAL)
Notary Public for ~~South Carolina~~
My Commission Expires: _____

PETER MARC STERN
Notary Public - State of New York
No. 9183325
Qualified in New York County
Commission Expires Nov. 30, 2010

State of New York)
County of New York)

PERSONALLY APPEARED before me on this 17 day of July, 2007, Hongjiang Ma, to me known and known to me to the individual described in and who acknowledged the foregoing instrument and acknowledged to me that he executed the same.

(SEAL)
Notary Public for New York
My Commission Expires: _____

PETER MARC STERN
Notary Public - State of New York
No. 9183325
Qualified in New York County
Commission Expires Nov. 30, 2010

EXHIBIT
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105215



MUSC
MEDICAL UNIVERSITY
OF SOUTH CAROLINA

Department of Neurosciences
Division of
Adult Neurology
96 Jonathan Lucas Street
Suite 309
PO Box 250606
Charleston • SC 29425

Ph (843) 792-3221
Fax (843) 792-8626
http://www.musc.edu

Hilton C. Smith, Jr.
East Bay Co., LTD
215 East Bay Street, Suite 504
P.O. Box 1298
Charleston, SC 29402

July 2, 2007

RE: Mr. William E. Murray

Dear Mr. Smith and Mr. Ma:

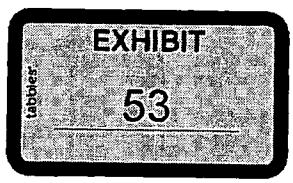
At the request of Hilton C. Smith, Jr. and Helen Flynn, I am writing this letter. I last examined Mr. Murray on June 13, 2007 during a recent hospitalization. At that time, I also had the opportunity to review his medical records.

It is my opinion, within a degree of medical certainty, that Mr. Murray's neurological condition renders him incapable of managing his affairs.

I hope this letter provides you with the information you need.

Sincerely,

David L. Bachman, MD
Professor of Neurosciences
Medical University of South Carolina





"An equal opportunity employer, promoting workplace diversity."

MUSC
MEDICAL UNIVERSITY
OF SOUTH CAROLINA

Movement Disorders Program
Neurology
Charleston Memorial Hospital
326 Calhoun St. • Ste. 308
P.O. Box 250108
Charleston • S.C. 29401

Ph (843) 792-7262
Fax (843) 792-1751
http://www.musc.edu

June 29, 2007

Re: William E. Murray
DOB 09/01/1925
MUH #1025215

Mr. Hilton C. Smith, Jr.
Mr. Honjiang Ma
215 East Bay Street
Suite 504
Charleston, South Carolina 29401

Dear Mr. Smith and Mr. Ma,

At the request of Mr. Hilton and Ms Helen Flynn, I have recently examined Mr. William E. Murray and reviewed his medical records.

In light of his present condition, it is my opinion that Mr. Murray is not physically capable of managing his affairs.

Sincerely yours,

Kenneth J. Bergmann, MD, FAAN
Associate Professor, Neurosciences

"An equal opportunity employer promoting workplace diversity."

Hilton Smith Freeman Trust
see if signed 11/17/06

RECORD FOLDER

104816.1 MAF

SURROGATE'S COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

In the Matter of the Petition of UNITED STATES TRUST COMPANY, NATIONAL ASSOCIATION, as a co-Trustee of

THE SAMUEL FREEMAN CHARITABLE TRUST,

for an Order Removing and Surcharging WILLIAM E. MURRAY and HILTON CHARLES SMITH, JR. as co-Trustees thereof and Determining Whether the Purported Removal of ELIZABETH E. MURRAY and PAMELA HOLMES MURRAY as co-Trustees Was Effective.

ANSWER AND CROSS-PETITION

File No. 3944/2006

Pamela Holmes Murray ("Pamela") and Elizabeth E. Murray ("Elizabeth"), as and for their Answer and Cross-Petition in the above-captioned proceeding, respectfully state:

1. Admit the allegations contained in Paragraph 1 of the Petition.
2. Admit the allegations contained in Paragraph 2 of the Petition.
3. Admit the allegations contained in Paragraph 3 of the Petition.
4. Admit the allegations contained in Paragraph 4 of the Petition.
5. Admit the allegations contained in Paragraph 5 of the Petition.
6. Admit the allegations contained in Paragraph 6 of the Petition.
7. Admit the allegations contained in Paragraph 7 of the Petition.
8. Admit the allegations contained in Paragraph 8 of the Petition.
9. Admit the allegations contained in Paragraph 9 of the Petition.
10. Admit the allegations contained in Paragraph 10 of the Petition.
11. Admit the allegations contained in Paragraph 11 of the Petition.

EXHIBIT 54

12. Admit the allegations contained in Paragraph 12 of the Petition.

13. Admit the allegations contained in Paragraph 13 of the Petition.

14. Admit the allegations contained in Paragraph 14 of the Petition.

15. Admit the allegations contained in Paragraph 15 of the Petition except aver that the purported effective date was September 28, 2006.

16. Admit the allegations contained in Paragraph 16 of the Petition.

17. Admit the allegations contained in Paragraph 17 of the Petition.

18. Admit the allegations contained in Paragraph 18 of the Petition.

19. Admit the allegations contained in Paragraph 19 of the Petition.

20. Admit the allegations contained in Paragraph 20 of the Petition.

21. Admit the allegations contained in Paragraph 21 of the Petition.

22. Admit the allegations contained in Paragraph 22 of the Petition.

23. Admit the allegations contained in Paragraph 23 of the Petition.

24. Admit the allegations contained in Paragraph 24 of the Petition.

25. Admit the allegations contained in Paragraph 25 of the Petition.

26. Admit the allegations contained in Paragraph 26 of the Petition.

27. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 27 of the Petition except admit the allegations contained in Paragraph 27 of the Petition insofar as they relate to Hilton Charles Smith, Jr. ("Hilton").

28. Admit the allegations contained in Paragraph 28 of the Petition.

29. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 29 of the Petition.

30. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 30 of the Petition.

31. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 31 of the Petition.

32. Admit the allegations contained in Paragraph 32 of the Petition.

33. Admit the allegations contained in Paragraph 33 of the Petition and aver that Hilton C. Smith III was also enrolled as a student at St. James during this time period.

34. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 34 of the Petition except Pamela avers that her daughters, Jeanette and Alison, applied for financial aid scholarships by submitting an application to the FAFSA, a program for Federal scholarship aid that is administered by the U.S. Department of Education, that their scholarship aid was granted and that they received a scholarship from St. James but had no knowledge that any grant from the Samuel Freeman Charitable Trust (the "Trust") had been the source of funds for said scholarships.

35. Repeat and reallege the answer to Paragraph 34.

36. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 36 of the Petition.

37. Admit the allegations contained in Paragraph 37 of the Petition.

38. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 38 of the Petition except aver that Pamela's daughters were invited by Hilton to participate in a TFAS trip and that it was Pamela's understanding that WEM, personally, was the source of funds for this trip.

39. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 39 of the Petition.

40. Admit the allegations contained in Paragraph 40 of the Petition.

41. Admit the allegations contained in Paragraph 41 of the Petition.

42. Admit the allegations contained in Paragraph 42 of the Petition.

43. Admit the allegations contained in Paragraph 43 of the Petition.

44. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 44 of the Petition except aver that Theresa had informed Elizabeth that she had won a scholarship to Marymount.

45. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 45 of the Petition.

46. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 46 of the Petition.

47. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 47 of the Petition.

48. Admit the allegations contained in Paragraph 48 of the Petition.

49. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 49 of the Petition.

50. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 50 of the Petition.

51. Admit the allegations contained in Paragraph 51 of the Petition.

52. Admit the allegations contained in Paragraph 52 of the Petition.

53. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 53 of the Petition.

54. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 54 of the Petition.

55. Admit the allegations contained in Paragraph 55 of the Petition.

56. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 56 of the Petition.

57. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 57 of the Petition.

58. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 58 of the Petition.

59. Admit the allegations contained in Paragraph 59 of the Petition.

60. Admit the allegations contained in Paragraph 60 of the Petition.

61. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 61 of the Petition.

62. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 62 of the Petition.

63. Admit the allegations contained in Paragraph 63 of the Petition.

64. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 64 of the Petition.

65. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 65 of the Petition.

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66. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 66 of the Petition.

67. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 67 of the Petition.

68. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 68 of the Petition.

69. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 69 of the Petition.

70. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 70 of the Petition.

71. Admit the allegations contained in Paragraph 71 of the Petition.

72. Admit the allegations contained in Paragraph 72 of the Petition.

73. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 73 of the Petition.

74. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 74 of the Petition.

75. Admit the allegations contained in Paragraph 75 of the Petition.

76. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 76 of the Petition.

77. Admit the allegations contained in Paragraph 77 of the Petition.

78. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 78 of the Petition.

79. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 79 of the Petition.

80. Admit the allegations contained in Paragraph 80 of the Petition.

81. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 81 of the Petition.

82. Admit the allegations contained in Paragraph 82 of the Petition.

83. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 83 of the Petition.

84. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 84 of the Petition.

85. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 85 of the Petition.

86. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 86 of the Petition insofar as they pertain to WEM and admit that Hilton has breached his fiduciary duties to the Trust.

87. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 87 of the Petition except aver that the funds that Elizabeth received from the Trust for repairs, renovations and purchases of furniture and furnishings to St. Marguerite Bourgeoys Church or The Chapin School were remitted to vendors and that Elizabeth received no benefit for herself. Elizabeth further avers that she brought these facts to the attention of United States Trust Company, National Association ("U.S. Trust").

88. Admit the allegations contained in Paragraph 88 of the Petition.

89. Admit the allegations contained in Paragraph 89 of the Petition.

90. Admit the allegations contained in Paragraph 90 of the Petition.

91. Admit the allegations contained in Paragraph 91 of the Petition.

92. Admit the allegations contained in Paragraph 92 of the Petition.

93. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 93 of the Petition except admit that while WEM was in the hospital Hilton purported to have retained an attorney to represent both William E. Murray ("WEM") and Hilton and further aver that WEM later stated to Pamela and Elizabeth that he had no knowledge or memory of these attorneys being retained on his behalf.

94. Admit the allegations contained in Paragraph 94 of the Petition.

95. Admit the allegations contained in Paragraph 95 of the Petition except aver that the purported effective date was September 28, 2006.

96. Admit the allegations contained in Paragraph 96 of the Petition and aver that any purported removal of Elizabeth as a trustee was ineffective as a matter of law on the ground, among others, that WEM lacked and lacks the requisite mental capacity to intelligently and knowingly execute a document that purported to remove Elizabeth as a trustee.

97. Admit the allegations contained in Paragraph 97 of the Petition and aver that any purported removal of Elizabeth as a trustee was ineffective as a matter of law on the ground, among others, that WEM lacked and lacks the requisite mental capacity to intelligently and knowingly execute a document that purported to remove Elizabeth as a trustee.

98. Admit the allegations contained in Paragraph 98 of the Petition and aver that any purported removal of Elizabeth as a trustee was ineffective as a matter of law on the ground, among others, that WEM lacked and lacks the requisite mental capacity to intelligently and knowingly execute a document that purported to remove Elizabeth as a trustee.

99. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 99 of the Petition and aver that a purported letter of removal was never delivered to Pamela as required by the Agreement of Trust.

100. Admit the allegations contained in Paragraph 100 of the Petition and aver that any purported removal of Pamela as a trustee was ineffective as a matter of law on the ground, among others, that WEM lacked and lacks the requisite mental capacity to intelligently and knowingly execute a document that purported to remove Pamela as a trustee and that no replacement trustee was ever named as required by the Agreement of Trust.

101. Admit the allegations contained in Paragraph 101 of the Petition and aver that any purported removal of Pamela as a trustee was ineffective as a matter of law on the ground, among others, that WEM lacked and lacks the requisite mental capacity to intelligently and knowingly execute a document that purported to remove Pamela as a trustee.

102. Admit the allegations contained in Paragraph 102 of the Petition.

103. Admit the allegations contained in Paragraph 103 of the Petition and aver that Pamela and Elizabeth have been totally open, candid and forthright in responding to U.S. Trust's inquiries.

104. Admit the allegations contained in Paragraph 104 of the Petition.

105. Admit the allegations contained in Paragraph 105 of the Petition.

106. Admit the allegations contained in Paragraph 106 of the Petition.

107. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 107 of the Petition.

108. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 108 of the Petition.

109. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 109 of the Petition.

110. Admit the allegations contained in Paragraph 110 of the Petition.

111. Admit the allegations contained in Paragraph 111 of the Petition.

112. Admit the allegations contained in Paragraph 112 of the Petition.

113. Admit the allegations contained in Paragraph 113 of the Petition.

114. Admit the allegations contained in Paragraph 114 of the Petition.

115. Admit the allegations contained in Paragraph 115 of the Petition.

116. Admit the allegations contained in Paragraph 116 of the Petition.

WHEREFORE, Respondents respectfully submit that the Petition of U.S. Trust be granted to the extent of (a) surcharging Hilton for acts of self-dealing as a trustee of the Trust; (b) removing Hilton as a trustee of the Trust pursuant to SCPA 711; and (c) granting such other and further relief as this Court may deem just and proper.

As And For The Cross-Petition Of Pamela Holmes Murray And Elizabeth E. Murray Against William E. Murray, Hilton Charles Smith, Jr, And United States Trust Company, National Association

Pamela and Elizabeth, as and for their Cross-Petition against Respondents Hilton, WEM and U.S. Trust, respectfully state:

1. Pamela and Elizabeth are the daughters of Respondent WEM and as such have the greatest respect, love and affection for him and have the deepest concern for his welfare and well-being.

2. Over the past several years WEM's physical condition and mental competency have become severely impaired. As of this date he is unable to fully focus upon, understand and deal with basic and fundamental business and financial matters. Accordingly, he is regrettably no longer able to fulfill the duties of Chairman of the Trust.

3. This deterioration began in July, 1992, when WEM suffered a significant stroke and, in October, 1992, when he suffered a major automobile accident. These incidents were followed by a series of periodic mini-strokes or TIAs that left his health and his mental capacities increasingly impaired.

4. In August, 1999, WEM suffered another stroke and was hospitalized. As a result, his ability to reason, to use simple vocabulary and to recall names of people, places and things, much less give sustained attention to Trust matters, became even further impaired. WEM also became highly vulnerable to pressure and influence from Hilton, who is WEM's son-in-law, a business associate and a co-trustee of the Trust. Hilton lives close to WEM in Charleston, South Carolina, and has daily access to him.

5. Over the past several years, Hilton has exercised undue influence and control over WEM and used that control to manipulate grants of Trust funds to suit his own purposes. In recent months Hilton has controlled any direct and telephone access to WEM by third parties. Hilton seeks to prevent anyone from seeing or speaking to WEM without Hilton's permission. To the extent that anyone is permitted to see or speak to WEM, their visits or telephone calls are monitored by Hilton and others at his direction. Hilton has exercised control of access to WEM to the point of limiting the ability of Pamela and Elizabeth to see or speak to their father.

6. Since 2003, WEM has suffered from the effects of Parkinson's syndrome which has been manifested in his inability to carry out simple physical tasks such as bathing, dressing, eating, brushing his teeth, etc. At a commencement speech at the Spoleto Building dedication in Charleston, South Carolina, in June, 2003, WEM was unable to speak or stand on

his own. He collapsed on the ground and thereafter began to use a wheelchair whenever he traveled. He also became increasingly unable to verbalize his thoughts and intentions.

7. In late August, 2003, Elizabeth, who lives in New York, received a rambling and disjointed telephone call from WEM who was in Charleston. She promptly went to Charleston to visit WEM and found that he had deteriorated even further. He had lost approximately 60 pounds and was in a state of confusion about dates, times, events and places. After Elizabeth returned to New York she often received telephone calls from WEM inviting her to stop by his house for lunch even though she was hundreds of miles away.

8. In June, 2004, Pamela, alarmed at the deterioration of her father's condition, started to visit him in Charleston for periods of five days every four or five weeks. In February, 2005, at WEM's request, she moved to Charleston in order to help care for him.

9. The Agreement of Trust provides that WEM is Chairman of the trustees. (¶ 10.) WEM has the right under the Agreement of Trust to appoint, remove without cause and replace individual trustees by a duly acknowledged writing that is delivered to all the trustees. (¶ 9.) In May, 2004, Hilton launched a maneuver to eventually gain full control of the Trust. He demanded that Pamela and Elizabeth immediately execute an "Agreement," attached hereto as Exhibit A, that would confer upon Hilton the title of Vice Chairman of the Trust – despite the fact that the Agreement of Trust does not provide for the position of Vice Chairman. Hilton further proposed that upon WEM's resignation or demise, Hilton would become Chairman of the Trust with full authority "at any time and from time to time to appoint, remove or replace any individual trustee" -- despite the fact that the Agreement of Trust made no provision for any trustee, other than Samuel Freeman and WEM, to have such authority.

10. Hilton's brazen effort to get control of the Trust, including the power to discharge at will any individual trustee who might oppose him, was opposed by Pamela and Elizabeth who refused to sign the document. Thereafter, Hilton became increasingly hostile to Pamela and Elizabeth and regarded them as a threat to his control of the Trust.

11. Hilton has acknowledged that he is aware of WEM's diminished mental capacities. In March, 2006, Hilton called Elizabeth about a grant that WEM had wanted to make to Hackensack Medical Center. Hilton refused to proceed with any such grant. He told Elizabeth: "you and I both know that your father is incapable of understanding or making any grant decisions." Hilton further stated that any future grant proposals had to originate from or through him, alone, and that he would not approve or process any proposal that was initiated by WEM or anyone else.

12. Hilton has also exercised control over WEM's personal financial affairs. In or about April, 2006, at Hilton's urging, WEM executed a guarantee of a Wachovia bank loan for a business venture in which Hilton and WEM were involved. WEM's understanding of this guarantee was so limited that he told Elizabeth that the guarantee was for $500,000, when in fact it was for $5 million.

13. Because of WEM's declining mental and physical condition, WEM spent several weeks in June and July, 2006, in a HealthSouth rehabilitation facility in which he received therapy of various kinds. At the conclusion of WEM's stay there, his caseworker at that facility stated that WEM had been found to be mentally incompetent. The caseworker suggested that independent legal counsel should be hired to protect WEM's interests. Hilton was heard to caution Helen Flynn, WEM's companion, that "no one can know about this."