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 IV

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KENNETH BERGMANN, M.D. - EX. BY MR. KEFALOS

functioning and to consider whether he should have cognitive testing -- testing specifically about his thinking.

Q. Sure. And my question was that up until June of 2006, you felt that he was competent?

A. I think so. And I think he remained competent to some degree after that. Okay? So at what point did he magically cross the line, that's really difficult to say. But clearly at that time, in June of 2006, he was still able to discern his wishes.

Q. You were talking about his capacity in June and July of 2007, and you said that you felt he did not have the capacity, the mental capacity to make decisions involving large sums of money. Would he have had the mental capacity at that time, in June and July of 2007, to carry on intelligent conversations?

A. I -- well, again, it depends what you define as an intelligent conversation. But I think that he really at that time was not able to take in the meaning of what exactly was being said to him and to be able to make a decision of, yes, I want to do something; no, I don't want to do something. He wasn't communicating. As I recall, his voice

STATE OF SOUTH CAROLINA

IN THE PROBATE COURT

COUNTY OF CHARLESTON

IN THE MATTER OF: WILLIAM E. MURRAY

C/A NO. 2007-ES-10-1116

DEPOSITION OF: LARRY C. BUMP

DATE: June 22, 2015

TIME: 9:04 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: TERRI L. BRUSSEAU, RPR, CRR

A. WILLIAM ROBERTS, JR., & ASSOCIATES

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everything, you know, I'm assuming.

Q. Were you with him at that time?

A. Yes.

Q. Did he say anything?

A. No.

Q. So how long was Mr. Murray outside?

A. Maybe 20 minutes.

Q. What happened after the 20-minute walk at the -- on Brianna Lane in July of 2007?

A. We went back into the house.

Q. Into Pam's house?

A. Yes.

Q. Who was in Pam's house at that time?

A. At that moment it was Pam, me, her father and his nurse.

Q. And just -- if you'd just walk us through just what happened at that point, everything you remember.

A. Well, I know he came in and I think he had a glass of water. We talked. He seemed very talkative then.

Q. What did Mr. Murray say to you?

A. The backyard looks great, the weather. Not a lot of conversation. Pam and him had the conversation more than I did.

Q. But you and Pam were living together, correct?

A. Yes.

Q. But you didn't see Pam keep it somewhere?

A. She may have filed -- have put it in a file, she may have given it back to Liz. I have no idea. I mean, some -- some things I'm -- I'm privileged to know and some things I was never told so, you know, if she filed it away, she filed it away. I have no idea.

Q. But you do recall that Elizabeth -- excuse me, that -- you do recall that Pam read a portion of this letter to her father but not the entire document?

A. Right.

Q. Correct?

A. Correct.

Q. And that was on July 21, 2007?

A. Correct.

Q. All right. So who asked Mr. Murray to sign the document?

A. Pam.

Q. What did she say?

A. I can't even tell you verbatim. I

can't even tell you how that came about. I mean, you know, if you saw me maybe five years ago, maybe I could, but now I can't honestly tell you exactly what she said or the context or the text of it.

Q. All right. Did you actually see Mr. Murray pick up a pen and sign this document?

A. Yeah, he picked up a pen and couldn't hold a thin pen like you've got so Jeff got him what appeared to be a magic marker and he signed it with that but he could not hold a thin Bic pen or anything.

Q. Do you recall who -- did Mr. Murray sign this document first or did somebody else sign it?

A. I think he signed it first and then I signed it second. I mean, I -- I'm assuming I signed it second.

Q. You're just assuming, you can't remember specifically, correct?

A. No, but he signed it and then I signed it.

Q. Okay.

A. But I don't know if Jeff signed it first or I signed it.

Q. Okay.

A. Do you follow me?
Q. Yes, sir. Yes, thank you.
A. I mean, I can't honestly say who did what when.
Q. It purports to have two signatures of Mr. Murray on Page 3 of Defendant's 1. Do you see that?
A. Well, yeah, after love, I guess. I am assuming that that's an initial or something.
Q. Right. So there's a squiggly line after love and then there's a squiggly line or a signature after William Edwards Murray, so there are two places where that same pen was used to sign the document?
A. Yes.
Q. Did you see Mr. Murray sign the one that says love, dad or signed William Edwards Murray?
A. I can't -- I can't tell you. All I know is he signed it here and then I had to sign it on the second line and fit it in there. That's all I can tell you.
Q. And when you say he signed it here, do you think he signed William Edwards Murray or the love, dad?

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

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reviewing all of the estate's records in my possession to determine the availability of the documents requested in Hilton's letter dated to me November 13, 1992.

So it looks to me like Gail is working to be in a position to assist in the summation of the cash assets of the will of Minnie Farmer Holmes.

Q. This was a time when you and Catherine and Pam and Elizabeth were all on the same side trying to collect this debt?

A. I was working for them, yeah.

Q. Let's look at what we'll mark Exhibit 14.

(Smith EXH. 14, 12/2/92 Memo, marked for identification.)

BY MR. KEFALOS:

Q. This is a memo dated December 2, 1992 from you to the girls. Why did you write this memo?

A. As you know, we are meeting on December 12th. So this was a letter being written in anticipation of the upcoming meeting with the accountant. And we wanted to talk about life insurance. We wanted to talk about Uncle Jimmy,

A. I know this was submitted to the SBA. Yes, I do know that this was submitted to the SBA.

Q. Okay. Now, this was 1995. That's more than ten years after the last acknowledgment of the debt.

A. Okay.

Q. Statute of limitations has long since run.

A. George, you're the lawyer. I'm not.

Q. And he reacknowledgeed the debt in 1995?

A. And again, I'm saying to you Mr. Murray is in a position where he can do that.

Q. Okay. Did you tell Liz about this document?

A. I mentioned to Elizabeth that the debt was acknowledged. I don't know if I mentioned the SBA or Signet, but I told her that.

Q. When was that?

A. I don't remember.

Q. It was at a time that you guys were still on the same side?

A. George, I wish you'd stop referring to us being on different sides. It's really inappropriate. Giggle, giggle. You want that for

STATE OF SOUTH CAROLINA IN THE PROBATE COURT

COUNTY OF CHARLESTON CASE NO. 2007-ES-10-1116

IN THE MATTER OF:

WILLIAM E. MURRAY

VIDEOTAPED
DEPOSITION OF: GILBERT MESTLER

DATE: January 28, 2011

TIME: 10:00 a.m.

LOCATION: THE HOOD LAW FIRM, LLC
172 Meeting Street
Charleston, SC

TAKEN BY: Counsel for Estate of William Murray

REPORTED BY: Karen V. Andersen, RMR, CSR

VIDEOGRAPHER: Michael Andersen

A. WILLIAM ROBERTS, JR. & ASSOCIATES

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the Estate of Minnie Murray.

MS. CRAIG: Molly Craig on behalf of William Murray's estate.

MR. HOOD: Bobby Hood, the same.

THE VIDEOGRAPHER: Would the court reporter please swear in the witness.

GILBERT MESTLER,

having been duly sworn, testifies as follows:

BY MR. KEFALOS:

Q. You're Gil Mestler?

A. Yes. My full name is Gilbert Evans Mestler.

Q. Will you refer your attention there to the document that is marked Exhibit 1 in front of you. Turn to the sixth page.

A. I am there.

Q. Good. Do you see some initials that are on that page?

A. I do.

Q. Whose initials are they?

A. They are William E. Murray's initials.

Q. Who put them there?

A. William E. Murray put them there.

Q. Were you there when Mr. Murray did that?

A. I was.

Q. Will you be able to tell us a little bit how that came about today?

A. Yes, I will.

Q. First tell us a little bit about your personal background. Are you employed?

A. Yes. I'm an officer on active duty in the United States Army, a lieutenant colonel, Special Forces branch, currently serving at the Pentagon at the Army Operations Center.

Q. How long have you been in that capacity?

A. For about one year. Before that, for two years I was assigned to Special Operations Command Central, with duties in Afghanistan, Tajikistan, Kyrgyzstan, Kazakhstan, and other points in Central Asia and the Middle East.

Q. You are a ranger?

A. I'm a ranger qualified officer, yes.

Q. And Special Forces?

A. And Special Forces qualified officer.

Q. Tell us a little bit about your military background and experience.

A. I would be happy to. After high school, I had the pleasure of attending United States Military Academy at West Point, New York, from July 1971, to our graduation in June 1975. Thereupon, I was

A. To the best of my knowledge, yes.

Q. Tell me how it was that you came to be at the restaurant that day.

A. The restaurant referred to as Hunters on Third Avenue -- actually, Hunters doesn't exist anymore. It was torn down about two years ago, I think, though I haven't been in New York very much since then. It was on Third Avenue between 78th and 79th Street. I lived at 78th Street and Third Avenue. At the time Hunters was a bar and restaurant, the restaurant facility in the rear of the building.

And Elizabeth had asked me to come. I don't remember how much notice she gave me about this. But she perhaps had warned me that at some point in the next week or two, she might ask her father to execute a document, and asked me to either witness it or notarize it. Frankly, I don't remember which she requested of me. And so I was prepared to do that. I was in nursing school at the time, and I didn't have classes or clinical appointments on Fridays. So this event occurred on Friday immediately prior to Valentine's Day in 2006, which I remember distinctly because Elizabeth advised me that I ought to get flowers for my soon-to-be ex-wife and

the young lady, now my wife, who I was seeing at the time. So I got two sets of flowers for that Valentine's Day. So I know that this was the Friday immediately before Valentine's Day 2006.

Q. Now, when you went into the restaurant that afternoon, was Mr. Murray and Elizabeth already there?

A. Yes, they were. In fact, I think that Elizabeth had told me that she expected to have lunch with Mr. Murray and Alta Brockington, an old friend of Mr. Murray's and Elizabeth's, who lived in my building, interestingly enough.

Q. Alta Brockington?

A. Alta Brockington. My building, it's no longer my building, but the building that I lived in at the time, I had two banks of elevators, and it happened that Alta and I shared a bank of elevators. So I would see her occasionally. And I sort of expected when I got to Hunter's following Elizabeth's phone call that she was there with her dad, to see her, her father and Alta seated at a table. In fact, there was just Elizabeth and Mr. Murray at the table. I didn't see anything else that I recognized as being associated with either of them there at the restaurant.

Q. What did you do when you first went in the restaurant?

A. I just went over to the bar in order to bide my time and wait for the opportunity to be called forward by Elizabeth. Mr. Murray -- my impression of Mr. Murray is that he's a very -- was a very private individual, one who, you know, if he didn't invite you over, you waited until you were called forward. And I have no problem with that. He's an older gentleman, and certainly due respect was appropriate.

Q. Did you have an opportunity to observe Mr. Murray and Elizabeth at the table before?

A. I did. My recollection is that Mr. Murray was seated at a table for four. Elizabeth was to his right, if I'm not mistaken. And Mr. Murray was facing the bar area, front door of the restaurant. Elizabeth, being seated to his right, was faced more or less over to that side of the restaurant. There were papers on the table in front of them, and they were talking. And it appeared that it was a give-and-take conversation. It seemed to me that Elizabeth was on occasion reading to him. But I only observed them for a couple of minutes before I was called forward to the table.

Q. During that time that you observed him, did you see anything about his physical -- did you note anything about Mr. Murray's physical condition?

A. He seemed to have lost a little weight. He was not as robust as he had been in previous times that I had seen him.

Q. How did his health appear?

A. Other than being -- again, having lost a little bit of weight, he looked fine. You know, he was alert. And, you know, I saw no signs of any mental impairment whatsoever.

Q. You said that you were able to observe this conversation for a couple of minutes before. Could you tell if it was a two-way conversation or a one-way conversation?

A. It certainly appeared to be a discussion over whatever family matters or personal matters they were talking about. It certainly was well out of earshot. I was probably about eight meters away from them or about -- maybe 30 feet away from them.

Q. Do you remember any laughter? Do you remember any laughter?

A. Actually, no, but it certainly was a cordial conversation.

Q. How about any anger, do you remember any

anger?

A. No. In fact, every time I observed Mr. Murray with Elizabeth, I never observed him to display anything but a very cordial rapport with his daughter.

Q. How about any scolding, did anybody appear to be scolding Mr. --

A. No.

Q. Or anybody fussing?

A. Again, that would have stuck out in my mind, because I never observed Mr. Murray to -- actually, to scold anyone, and certainly not a woman, and certainly not one of his daughters, not in my experience.

Q. How about the reverse, was Liz --

A. Elizabeth, in my experience with her, has always been deferential to all, and particularly to her father. You know, Elizabeth, her closest relationship, other than relationship with her sisters, in particularly with Pam, has always, to my knowledge, had a warm relationship with her dad.

Q. How was it that you finally approached the table?

A. Elizabeth made eye contact with me. In fact, Elizabeth had acknowledged my movement to the

bar when I first got there, but I took it that she was biding her time to the appropriate moment where she could introduce me again to her father, and she waved me forward, so I approached the table.

Q. And what did she say when you approached the table?

A. My recollection, she said, daddy, you remember Gil who is here, if you want him to witness your signature. And she may have also said, or to notarize a document. And I, in fact, had brought my notarial stamp with me in case it were appropriate to notarize something that Mr. Murray might sign.

Q. Did Liz Murray say anything more about the document to be signed?

A. Yes. She said, my father and I have been discussing a debt to my mother's estate, and I've asked him to acknowledge that debt by signing this piece of paper. In fact, the piece of paper that was in front of Elizabeth and her dad at that time, to my recollection, is the Page 6 of Exhibit 1.

Q. There were other documents that were there too?

A. Yes. And one that really sticks out in my mind was an 8 1/2 x 14 paper with the appearance of some kind of note or older legal document. Because

we don't use 8 1/2 x 14 paper anymore. So that really stuck out. My recollection of it also was that it appeared to be older.

Q. Did Mr. Murray recognize you?

A. Oh, he did.

Q. Did he make eye contact with you?

A. He made eye contact with me, and he extended his right hand. He didn't stand, and I didn't expected him to. Because, again, he was, while not someone I would call frail, he was not as robust as he had been. And he extended his right hand to me as I approached his left side, and we shook hands. And his handshake was distinctive in that it was not firm, as it had been in the past. And while not being beefy, I took it to be edematous, that there was edema in his hand. It wasn't a frail hand, but yet, it was not a powerful handshake.

Q. When you say edema --

A. It was squishy. Buildup of excess fluids in the extremities, known as edema.

Q. Did he say anything to you when you shook?

A. He said, thank you for coming.

Q. Did he have any comment about the papers that Liz had described?

A. I said to him, sir, if you are ready to

sign that, I'm ready to witness that for you. And he said, I've already agreed to this.

MR. HOOD: Do we have a continuing agreement that all objections are reserved until we have a judge present, or do you want me to just make objections.

MR. KEFALOS: Sure, we can do that.

MR. HOOD: Okay. I will just hold back then.

BY MR. KEFALOS:

Q. Go on.

A. At any rate, he verbalized, I already agreed to this. And I had come there with the understanding from Elizabeth that I should be prepared to witness his signature. So I said, sir, if you agree to this, would you execute it now, or would you sign it now. And I don't believe he said anything, but he took a pen and he wrote "agreed" here, at least what appears to say agreed. He wrote this word that's immediately below his name.

Q. Okay.

A. And he sat back again, and he said, I have agreed to this. And the way in which he said I have agreed to this was as though, not only do I agree to it now, but I have agreed to this in the past. And I

said, sir, if you've agreed to this, would you mind signing it in front of me so that I might notarize it for you. And, again, he said, I've already agreed to this. And he reached forward. And I thought he would sign his name, but he wrote his initial, WEM, right next to where it said agreed.

In my experience with William Murray, he was not the kind of guy that you should challenge on what he does. And when he said, I have agreed to this, it seemed sufficient to me that he was acknowledging it. And for whatever reason, he was not comfortable physically with rendering a signature at that time. And I thought, in my legal mind, well, I could certainly witness this agreed statement and his initials as though they were his signature. But Elizabeth looked at me and said, Gil, he will sign it later. And he looked a little perturbed at me that I would challenge his ability to sign physically. And I thought, okay, not my call. You know, Elizabeth and her father have their own way of doing things, and I should back off. And again, he said, thank you very much for coming.

Q. Good.

A. Again, I was surprised that Alta hadn't been there and hadn't appeared in the course of this

event, which took a total of probably about six or seven minutes, between my arrival at the bar, my approach at the table, my spending some time there with Elizabeth and her dad. It was clear to me that I wasn't invited to lunch.

Q. So you didn't stay?

A. So I didn't stay. And Elizabeth said, Gil, I will give you a call. I left the bar and restaurant area, got back to Third Avenue, took a left toward my building. And about midway between the restaurant and the corner, which would have been a total of about 60 meters or so, saw Alta Brockington moving rapidly toward -- in the direction of the restaurant. I probably waved to her a little bit, but didn't stop, or I don't know that she saw me or not, and it appeared to me that she would proceed on to the restaurant. And I just went home to study or prepare for exercise or whatever.

Q. So you never notarized it?

A. I never did, and never signed it as a witness. Elizabeth spoke to me that day or the next and said, thanks for coming, I've asked Dana, who I never met, a lady who I think is a physician or some other well-educated person, to witness the document. And I said, you don't need it notarized? And she

said, no, it's been witnessed, not to worry about it. And I said, okay, fine.

Q. Good. At any time during the time that you were with Mr. Murray and Liz at the restaurant, was there anything that gave you any indication that he might not have been aware of what he was doing?

A. Absolutely not.

Q. That he might not have appreciated the significance of this act?

A. No, no. William Murray, up to that point -- and this was the last time, to my recollection, that I saw him alive -- had a very active mind. He certainly was never one to hold back his thoughts. Seemed totally cognizant of what he was doing.

Q. Is there any question in your mind that those represent his, that is Mr. Murray's, initials?

A. Oh, I was physically present when he wrote agreed and put his initials here. He may -- and I'm not clear on this, there's a line in-between his signature and his name, there's a line there, he may, in fact, have put that line there in my presence. I'm not sure. One would think that I would recall that, and I don't, one way or the other. What I see above the line there is what appears to be his

signature. It's certainly his normal -- pretty much normal way of writing.

It is a little surprising that it is so legible. But -- I'm not a subject matter expert, I'm volunteering an opinion here -- somebody who is suffering neurological degradation sometimes has, depending on their medication schedule and the time of day, the ability to do fine motor skills better than at other times.

My perception of him when he wrote agreed was two-fold: One, he's having some trouble writing; two, he said agreed. And where -- and again, this is just my impression, that as he approached the paper, in his brain was agreed, and his hand wrote agreed, and that he actually was embarrassed -- again, my impression -- he was embarrassed at having written agreed versus signing his name. And that made him a little bit agitated. Again, I'm trying to find a reason for why he appeared to be a little agitated at that point. And I think it was because he had wanted to fully execute the document knowing that I was there to witness the signature, and that he had simply written agreed, which is what he had verbalized.

Q. Okay.

STATE OF SOUTH CAROLINA

IN THE PROBATE COURT

COUNTY OF CHARLESTON

IN THE MATTER OF: WILLIAM E. MURRAY

C/A NO. 2007-ES-10-1116

DEPOSITION OF: DANA F. FLAVIN, MD

DATE: July 19, 2011

TIME: 10:05 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: TERRI L. BRUSSEAU,
Registered Professional
Reporter, CP, CRR

A. WILLIAM ROBERTS, JR., & ASSOCIATES

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Q. Have you intentionally destroyed anything because of this case?

A. No. Why would I?

Q. I don't know.

A. Well, no, of course not.

Q. Do you have a promise from Liz or Pam to make money out of this case?

A. No, I do not.

Q. You're under oath.

A. I'm under oath.

Q. Okay.

A. And I have not -- I have not had any agreements with anyone over money on any situation whatsoever.

Q. Why out of the blue would they come to your house and get Mr. Murray to sign something in your presence when you've had no contact with them and never met them before?

A. Well, Bill was the one who initiated that, I didn't, and he's the one who wanted another proxy for his healthcare. It was for Mr. Murray, it was not from anyone else.

Q. You're telling me that Mr. Murray wanted to have what Liz typed up signed?

A. He asked me to review it and read it to

him and he wanted to sign it with me as a witness.

Q. Why would he want to affirm a debt in 19 -- a debt from 1980 in 2006? Why would he want to do that?

A. I have no idea. I only know that he asked me to witness it, that was all.

Q. And if he wanted to do it, why wouldn't he have talked to his estate attorney and had him do the proper documentation?

A. I have no idea. I never questioned Mr. Murray's intentions on whatever he did.

Q. And then why after it's signed would it be taken by you and put in a medical file?

A. Well, Mr. Murray said he wanted to make sure it was in safekeeping.

Q. I see. And you're the safekeeper?

A. Yes. And it wasn't in a medical file, it was strictly with all my neurology notes on his case.

Q. Which is his medical file?

A. Right.

Q. And not with his attorney who prepared his Will?

A. I didn't know Mr. Murray's attorneys. I knew Mr. Murray was an attorney. I did it and I

didn't question it.

Q. And when he signed it, why did he sign it with two different ink pens?

A. He only signed it once with me.

Q. Did he have a problem with a pen, did he switch pens, did he use a different kind of pen or what was that about?

A. I -- I really don't remember.

Q. Do you remember the kind of pen he used to sign it?

A. Not -- not offhand.

Q. Do you know that we questioned the authenticity of his signature and the way it was signed?

A. Yes, yes, yes.

Q. And do you know that we have an expert to affirm that?

A. Yes. No, I don't know you have an expert to affirm that.

Q. Okay. And the debt, the original debt is a grand total of 24,000 dollars in 1980?

A. I have no idea.

Q. Okay.

A. I really did not interest myself in Mr. Murray's private business. He asked me to

witness it, he was there, he asked me to read it to him and then he read it and I found it very interesting because Mr. Murray, being as thorough as he is, was not one to just sign something that somebody read. He looked at it again himself and so it took several hours.

Q. He wasn't capable of reading it himself?

A. He wanted me to read it first and then he wanted to look at it again. I had no idea why.

Q. How many times had Liz typed or retyped or Pam typed or retyped this whatever it's called, a letter I guess?

A. Well, Mr. Hood, I had no idea who typed this. I had no idea who had put it together. I assumed that James had done it because Mr. Murray had handed it to me and James did most of his typing so I had no idea.

Q. James was not present?

A. No.

Q. Nor did James ever hand it to you?

A. No.

Q. I'm correct?

A. Yes, you're correct.

Q. If Liz gets something from this

A. No, sir.

Q. Have you seen that she's done anything adverse to Hilton Smith?

A. I have not looked at her private matters nor have I -- no.

Q. Well, you've had a lot of e-mails with her and one of them said, how's the war going? What were you referring to?

A. Well, she said there were problems with the trust but I didn't ask her what the problems were, she just said there were problems with the trust.

Q. The problems are if she wants to get combative, she gets nothing. Do you understand that?

A. Well, I'm not familiar with the case, sir.

Q. Do you understand that's why I got hired, to make sure that didn't happen?

A. Well, if you say so, sir, then I guess I believe you.

Q. And Bill Murray, did he tell you that's why he was hiring me?

A. He never mentioned your name, sir.

Q. Do you agree that it's possible

Mr. Murray was under undue influence and was confused in February at your house when he allegedly signed a piece of paper?

A. No, sir.

Q. What brought you to Charleston the week he died?

A. Liz called me and said that he -- her father had requested that I fly in.

Q. I see. Now, he couldn't talk so how did he request it?

A. She had it on a tape recorder as far as I know.

Q. She's got a lot of stuff on tape recorders, doesn't she?

A. I don't know, I haven't heard the tapes.

Q. But you know there are tapes?

A. I do know that she taped it, she told me that she had taped it.

Q. And she's taped a lot, she's tried to get a lot of his healthcare providers to say that someone was killing him, didn't she?

A. I don't know, sir.

Q. You participated in that, didn't you?

A. I had spoken to the county coroner --

A. No, sir.
Q. They're not the Charleston fellows, it's somebody in New York.
A. No, sir.
Q. Did you get involved, read any documents, give any input, meet with anyone, discuss that litigation ever?
A. No, sir.
Q. What's your goal in supporting Liz and Pam in this litigation?
A. I am merely -- I was asked to tell the truth and I said I would.
Q. And the truth is out of the blue in February of '06 Mr. Murray comes to your house for dinner, Liz happens to be there and he's presented with two documents to sign in your presence that you read to him?
A. Um-hum, that's correct.
Q. And he signs them in your presence?
A. That's right, sir.
Q. And you don't remember anything funny about him signing them with several different pens?
A. I don't recall.
Q. And you don't remember that he was unduly influenced by Liz --

A. He only signed it once in my presence and he was competent, he was clear and it was never my place to question Mr. Murray on any legal issues. Mr. Murray was an excellent lawyer and he knew what he was doing and he asked me to do this for him and I did and that was it.

Q. Have you ever been qualified as an expert to discuss and give opinions about someone's ability and their intellectual capacity?

A. I have had to judge competence before and he was competent.

Q. And that was one time in Judge Harper's court, correct?

A. Yes.

Q. And what year was that?

A. That was 2000 -- I think it was 2000 -- 2008 or 2009.

Q. And were you cross-examined or did you just give your opinion to a probate judge?

A. I was cross-examined.

Q. By who?

A. By the lawyer for the opposing party.

Q. Who was the --

A. Oh, I don't know what his name was.

Q. Who were his clients?

A. Yes, sir.
Q. What else in the letter is wrong?
A. I had met Liz on the 10th so I was referring to before, in other words, in years before I had never met Liz.
Q. I have never met his daughter before.
A. Right. Before the 10th but I didn't write down the 10th, I just wrote before.
Q. I see.
A. That was my mistake because I had not -- I had never met her.
Q. Right.
A. Until the 10th.
Q. Okay. So that's a mistake. Any other mistakes in the letter?
A. Not that I know of, sir. I apologize.
Q. Now, you say he asked you to witness something.
A. Bill.
Q. It really wasn't Bill, was it, wasn't it Liz?
A. No, it was Bill.
Q. She typed it up?
A. Yeah, but he gave it to me. I didn't know she typed it up, I had no idea.

Q. What were his exact words?
A. He said, can you witness something for me? And I said, sure. And he said, I'd like you to read it first. So I read it. I read it out loud, he looked at it again and then he signed it but that was it.
Q. And then you read it to him out loud?
A. Yeah.
Q. And there were two documents?
A. Um-hum. I didn't read the whole thing on the second document.
Q. What whole thing? Which document is the second one?
A. It was a more elaborate one from earlier. The first was the letter from Liz and the second one was --
Q. One says William Murray.
A. Um-hum.
Q. And the other one says Daddy. Which one were you talking about?
A. I read Daddy out loud.
Q. Okay. That's February -- it's dated February 9, '06?
A. Um-hum.
Q. The answer is yes?

A. Yes, sir.
Q. And so it's typed by somebody a day before it's read by you to him?
A. Right.
Q. And you read the entire letter?
A. Right. I just --
Q. Excuse me, 16 through 22?
A. Yeah.
Q. So you read all those pages?
A. Uh-huh. And then he looked at them.
Q. How long did he look at them?
A. He glanced through them for about 20 minutes.
Q. Both of them or just one?
A. He glanced through both of them but he looked through that one first and then he looked through the other one.
Q. For about 20 minutes?
A. Yeah.
Q. And did Liz look at either one of them?
A. She wasn't in the room.
Q. Who else was in the room?
A. Nobody.
Q. Just you and Bill?
A. Just Bill and myself and Sonny was in

the kitchen.

Q. Did Sonny look at these?

A. I have no idea. Not to my knowledge.

Q. Did he see Bill sign them?

A. No, he didn't.

Q. Did anyone besides you see Bill sign them?

A. No.

Q. So Liz didn't see him sign them either?

A. No.

Q. I'm correct?

A. You're correct because she wasn't in the room.

Q. Okay. So the only two people in the room that saw -- when this was signed were yourself and Bill Murray?

A. Right. Right.

Q. There was no videotape of him signing it?

A. No.

Q. There was no recording of him signing it?

A. No.

Q. There was no one looking through a door or window or could overhear him signing it?

A. No.
Q. It was you and he and the door was closed and you were at your house?
A. Yes, sir.
Q. Was he seated in a chair?
A. Yes.
Q. The whole time?
A. Um-hum.
Q. The answer is yes?
A. Yes, sir. Sorry.
Q. Okay. And the other document, which is Flavin 13 through 15, did you read that one to him?
A. Can I see the document, sir?
Q. Yeah. It says William Murray at the top.
A. Um-hum.
Q. These are the ones you looked at before today to get ready for today.
MR. KEFALOS: Let her see it if she wants to see the document.
THE WITNESS: I'd like to see the document.
BY MR. HOOD:
Q. Whatever. You have a perfect right to see it.

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

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

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.

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.)

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.

while you waited on --

A So did Mr. Murray drink I think one glass of wine.

Q Who gave Mr. Murray the glass of wine?

A Well, it was offered to him. He took it. He usually didn't drink really. Sometimes alcohol really make him feel bad because of his medication.

Q The meeting that was taking place in the living room of Ms. Flavin's house while you were in the kitchen, it went on long enough for you to have two glasses of wine?

A Yeah, sure.

Q So after the meeting, did Ms. Flavin serve dinner?

A I don't remember, really. I cannot remember because I think we went -- on one occasion we went there for Thanksgiving day.

Q At some point that evening, you and Ms. Murray and Mr. Murray returned in the car from Greenwich to New York City; is that correct?

A Yes.

Q Who drove the car?

A Elizabeth.

Q Because it was her car?

A Yes, it was her car and I was drinking. I had two glasses of wine, but still, you know?

Q Do you remember why Elizabeth Murray was driving her car on that day?

A I don't know.

Q So during the -- you said it was about a 40, 60 minute drive between Greenwich and New York City?

A Yes, depending on the traffic.

Q On the return drive back to New York City, did Mr. Murray or Ms. Murray discuss any documents that Mr. Murray allegedly signed?

A No.

Q Was there any discussion about the estate of Mr. Murray's late wife, Minnie Holmes?

A No.

Q Do you recall what Mr. Murray and Ms. Murray talked about on the way back to New York City?

A I don't really remember. They didn't want to talk in front of me what they --

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

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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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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

HOOD
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LLC

MOLLY H. CRAIG
Partner
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October 31, 2016

Via E-Mail and Hand Delivery
The Honorable Tamara C. Curry
Charleston County Judicial Center
100 Broad St., Ste 469
Charleston, SC 29401-2273

Re: Estate of William E. Murray
C/A No. 2007-ES-10-001116
HLF File No. 156.000

Dear Judge Curry:

Enclosed please find The Estate of William E. Murray's Motion for Summary Judgment which will be filed with the Court in the above-referenced case.

By copy of this letter, I am notifying counsel a hard copy is not being mailed unless requested.

Kind regards,

Yours truly,

Molly H. Craig

MHC/mdh
Enclosure(s)
cc's [***Via E-Mail***]:
George J. Kefalos, Esquire
Andrew K. Epting, Jr., Esquire
Edward G.R. Bennett, Esquire
Barry I. Baker, Esquire
Stephen Slotchiver, Esquire
John Hagerty, Esquire
J. James Duggan, Esquire
Richard Rosen, Esquire
Frank Blanchard, Esquire

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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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.

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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
CHARLESTON COUNTY
PROBATE COURT
08 DEC -3 P 2:15

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 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 ONS 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

39

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:
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 diso 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.	$25,000
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

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,

08 JUN -3 PM 1:16

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

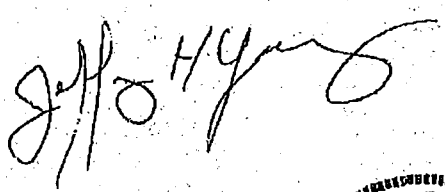
_____ 1569 Brianna 7/21/07
Name and Address printed and date

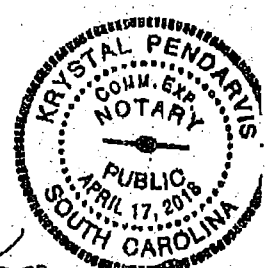
On Saturday, July 21, 2007, my neighbors, Pamela Murray and Larry Bump, were taking their father for a walk in his wheelchair past my house and I went out to say hello to them and her father (I was working in my garage at that time so I saw them passing). They asked me to come over later to witness a 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.

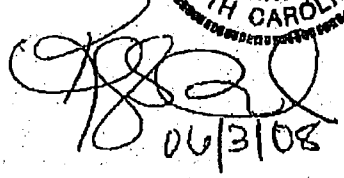
It was a two or three page document and from what I heard Pam reading it seemed to have something to do with repayment of some money and some stuff in an inn with an odd name, something about his own home in New York, some money relating to her divorce expenses, and confirmation of his gift of the house 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.

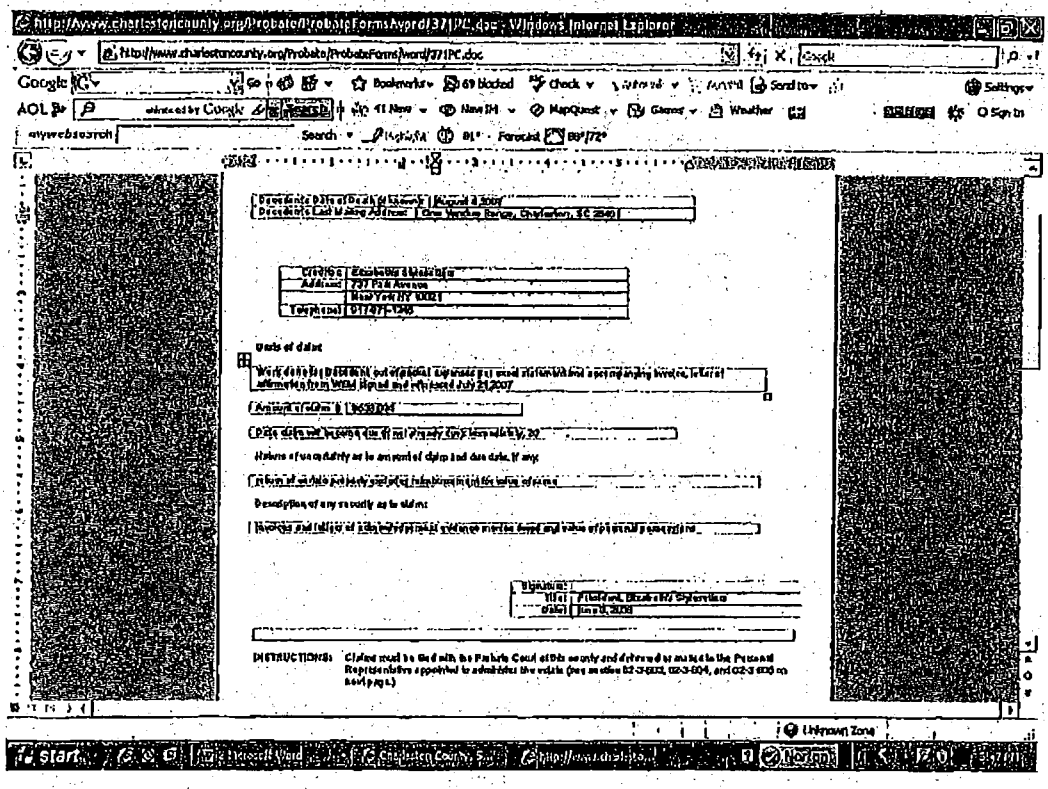
His attendant Sherry (?) was there to assist him that day, a tall very slim African American woman who was quite pretty and fashionable. No one else was there but me, Sherry, Pam, and Larry. I saw Mr. Murray's van leave later in the evening and that was the last time I ever saw him.







06/3/08



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

FILED
08 AUG 22 PM 2:54
CHARLESTON COUNTY PROBATE COURT

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. Tindal

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 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)
) IN THE PROBATE COURT
COUNTY OF: CHARLESTON)
) **NOTICE OF DISALLOWANCE OF CLAIM**
IN THE MATTER OF: Estate of William E. Murray)
) 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

6 of 8

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: Elizabeth Murray
Address: 737 Park Avenue, New York, NY 10021

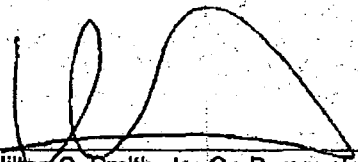
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Executed this 6th day of Aug., 2008.

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)
62-3-606, 62-5-428

EVANS, CARTER, KUNES & BENNETT, P. A.
ATTORNEYS AT LAW
118 CHURCH STREET
CHARLESTON, SOUTH CAROLINA 29401

T. HEYWARD CARTER, JR.*†
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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

2008 AUG 22 PM 2:54
COPY

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

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

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Executed this 6th day of Aug., 2008.

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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)
62-3-606, 62-5-428

STATE OF SOUTH CAROLINA)
CHAS) IN THE PROBATE COURT
COUNTY OF: William Murray)
IN THE MATTER OF:) PETITION FOR ALLOWANCE OF CLAIM
(4) Dec'd) CASE NUMBER: 07ES10-1116

2008 SEP 22 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 + interest 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 #STSPC (7/87)
62-3-505, 62-6-428

64
001609

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. MURPHY, Executrix ESTATE OF MINNIE HOLMES MURPHY, 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
PROBATE COURT CHARLESTON COUNTY

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 6/30/08 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:) see reference 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: 737 PARK AVE
NEW YORK, NY 10021
Telephone(O): 212-628-8891
(H): 917-971-1295

Attorney: self-represented
Address:

Telephone:

FORM #373PC (7/87)
62-3-606, 62-5-429

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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	)	**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.

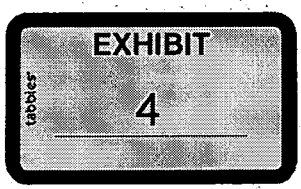
c) Education and living expenses paid in in lieu of the 10% interest agreed upon and due to me for my work at the Inn at Quogue at the nominal salary of $40K/yr..

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 E. 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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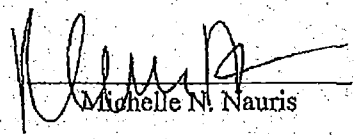
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CERTIFICATE OF SERVICE

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	)	IN THE PROBATE COURT
	)	COMMITMENT DIVISION
COUNTY OF CHARLESTON	)	
PAMELA HOLMES MURRAY,	)	C/A No. 2007-GC-10-97
Petitioner,	)	
Versus	)	
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.	)	AFFIDAVIT OF KENNETH J. BERGMANN, M.D., FAAN
Respondents).	)	

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.

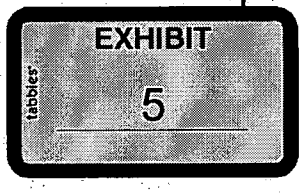
3. I am a citizen and resident of Charleston County, State of South Carolina.

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 Catherine 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 3 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 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. 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 10th day of December 2008

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES:
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My Commission Expires July 23rd, 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.

EXHIBIT
sabbert
6

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

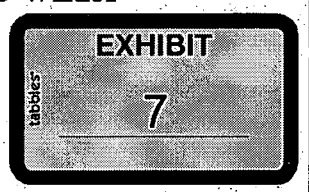
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DT: 07/13/04
(DS330071)

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 + derogatory comments about her 3 sisters.

[redacted] her Brians – "Catherine + Hilton treat me like a servant."

She has for years been extremely critical + hateful towards Ded (+ 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.

1169-331

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.

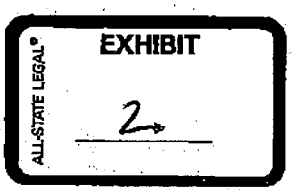
We are terribly disappointed, hurt, and bewildered at what seems to be a lack of consideration for the importance of this legacy to your children that you have spoken to us about for over twenty years. Instead of your children working together in a spirit of cooperation, you will be leaving a legacy 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.

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.

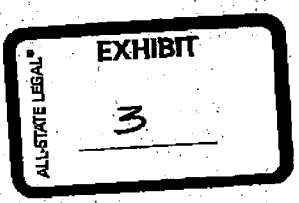
4.) Emptying of trusts- long term payouts, other families(?), business favors, Committing funds without or prior to approvals by phm and eem, no meetings, no appropriate allocation or approval, letters dated prior to approval-

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.

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.

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EXHIBIT
4

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: _____

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.

This message has been scanned for known viruses.

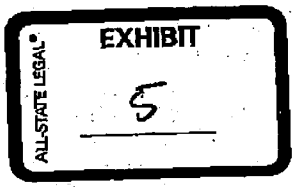
From: MizLiz1011
To: pammurray1021@yahoo.com
Subject: Re: dad
Date: Thu, 16 Feb 2006 22:15:06 -0500

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!



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

06/23/2005
Account No: 2003064-05
Statement No: 8

ESTATE PLANNING

	Previous Balance			$12,541.50
		Rate	Hours	
)4/01/2005	EGB DRAFTING AFFIDAVIT AND OUTLINE FOR TRUST;	400.00	1.00	400.00
)4/05/2005	EGB WORKING ON TRUST DRAFT;	400.00	0.50	200.00
)4/13/2005	EGB FINALIZING CORRESPONDENCE AND TRUST;	400.00	2.00	800.00
)4/20/2005	EGB TELEPHONE CONFERENCE WITH MR. SMITH RE: 2003 TRUST;	400.00	0.20	80.00
)5/09/2005	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

EST OF WEM 0451

EXHIBIT 6
ALLSTATE LEGAL

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

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 0453		

MR. WILLIAM E. MURRAY

04/21/2005

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

Claim about contesting will - valid lawsuit

Contents of house → right to catelogue.

~~to~~ Who decides who will be the executor.

EXHIBIT 7

ALLSTATE LEGAL®

Issues – In General

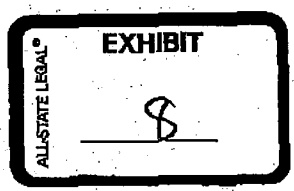
1. Who does he represent?
2. William Edwards Murray (WEM) competency – changeable?
3. To what extent do we have power as a unit of 3 vs. Catherine and Hilton?
4. Can WEM's estate be compelled to pay legal fees to protect the interests of the devisees in the will?
5. In Terrorem clause in WEM's will?

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

EXHIBIT
9
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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,

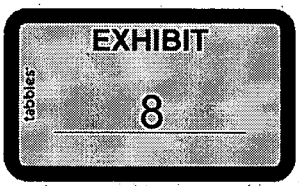
CASE NO. 2007-ES-10-0116

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.

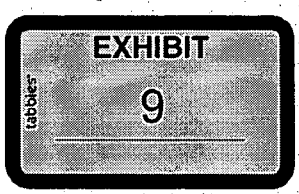
can you believe i just said that? thanks liz
Fax number 212-628-8978 let me know when it is coming.

-----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

---

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

2/2 8183606 Conf. Rm

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.

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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.

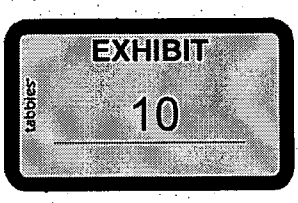
3. I have personal knowledge of the matters contained herein.

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 2-14-16

Ruber Hospital
316 Calhoun Street
Charleston, SC 29401
(843)724-2010 F 724-1953

Final

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.	96% 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
11
tabbies

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 10:49)
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
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

Nursing Assessment

NEUROLOGIC
Nonverbal. Tongue midline. (MSP3) 07/26/2007 19:59

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 secrum 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, odoress 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 Graft 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)

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 ms 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 20:35) MD Sign (ER 20:34) Comments: ....
Notes: No problems at IV site - running well. IV discontinued and local dressing applied. (MSP3 20:35)

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)

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: 6.8 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

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

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
MSP3MELISSA 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 | Location No.:

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	Subject Located				
☐ Yes ☐ No	☐ 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	0473
			Follow-up Investigation ☐ Yes ☐ No Officer:		

EEM004413

EXHIBIT 12 tabbies

Agency I.D. SCO 100100 | **Supplemental Incident Report** | **Charleston Police Department**

OCA: 0714705 | ARR: | NCIC INQ. | NCIC 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 ☐ ____

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/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

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	0123
			Follow-up Investigation ☐ Yes ☐ No — Officer:		

EEM004414

Agency I.D. SCO 1b0106 | 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	2/2

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	1/7

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 100100 | **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

	Name (Last, First, Middle)	Victim Relationship To Subject #1	#2	#3	Resident	Race	Sex	Age	D.O.B.	Eth.
☐ Complainant ☐ Victim # 2 ☐ Subject # ☐ Runaway ☐ Wanted ☐ Warrant ☐ Arrest ☐ Jail ☐ Summons ☒ WITNESS (1)	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

	Name (Last, First, Middle)	Victim Relationship To Subject #1	#2	#3	Resident	Race	Sex	Age	D.O.B.	Eth.
☐ Complainant ☐ Victim # ☐ Subject # ☐ Runaway ☐ Wanted ☐ Warrant ☐ Arrest ☐ Jail ☐ Summons ☒ WITNESS(2)	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 fill 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. I

Status	Type
☐ Stolen	☐ Vehicle
☐ Recovered	☐ Gun
☐ Found	☐ 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	Subject Located	☐ Active ☐ Adm. Closed ☐ Unfounded	☐ Arrested Under 18 ☐ Arrested 18 and Over	☐ Ex-Clear Under 18 ☐ Ex-Clear 18 and Over
☐ Yes ☐ No	☐ Yes ☐ No			

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. Taylor York	08/04/07	1448		4 Aug 07	1448
			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

	Name (Last, First, Middle)	Victim Relationship To Subject #1	#2	#3	Resident	Race	Sex	Age	D.O.B.	Eth.
☐ Complainant ☐ Victim # ☐ Subject # ☐ Runaway ☐ Wanted ☐ Warrant ☐ Arrest ☐ Jail ☐ Summons ☒ WITNESS 3	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

	Name (Last, First, Middle)	Victim Relationship To Subject #1	#2	#3	Resident	Race	Sex	Age	D.O.B.	Eth.
☐ Complainant ☐ Victim # ☐ Subject # ☐ Runaway ☐ Wanted ☐ Warrant ☐ Arrest ☐ Jail ☐ Summons ☒ WITNESS 4	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]

☐ 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

	Name (Last, First, Middle)	Victim Relationship To Subject #1	#2	#3	Resident	Race	Sex	Age	D.O.B.	Eth.
☐ Complainant ☐ Victim # ☐ Subject # ☐ Runaway ☐ Wanted ☐ Warrant ☐ Arrest ☐ Jail ☐ Summons ☐ ____										

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

	Name (Last, First, Middle)	Victim Relationship To Subject #1	#2	#3	Resident	Race	Sex	Age	D.O.B.	Eth.
☐ Complainant ☐ Victim # ☐ Subject # ☐ Runaway ☐ Wanted ☐ Warrant ☐ Arrest ☐ Jail ☐ Summons ☐ ____										

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	1452

Follow-up Investigation ☐ Yes ☐ No Officer:

☒ ORIGINAL ☐ DETECTIVES ☐ SLED ☐ MISC.

EEM004418

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.

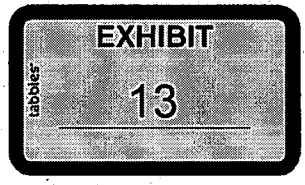
I am not normally prone to suspicions, however, under the unusual circumstance of persons requesting repeatedly to have Mr. Murray be given "morphine" by Hilton Smith, "comfort medicine" by Helen Flynn and others, and the rapid change in his medical condition from alertness to total somnolence after 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.

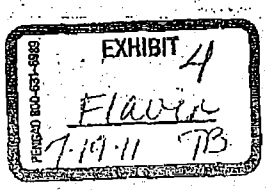
I suspect homicide and although I hope this is not the case, as a physician and toxicologist, I must insist that the case be properly and thoroughly investigated to insure justice and to prevent the destruction of essential legal evidence that would clarify the situation and vindicate any suspicions. 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

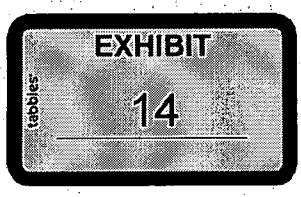
AUTOPSY REPORT

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



APR-30-2008 11:25 From: To:8435770261 P.3/12

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

APR-30-2008 11:26 From: To:8435770261 P.4/12

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.

APR-30-2008 11:26 From: To:8435770261 P.5/12

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

APR-30-2008 11:26 From: To:8435770261 P.6/12

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:

APR-30-2008 11:26 From: To:8435770261 P.7/12

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

APR-30-2008 11:26 From: To:8435770061 P.9/12

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 thyroiditis.

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

EEM000927

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

EEM0086926

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

EEM006020

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

EEM006930

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

EEM008934

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.

EEM0D6932

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.

EEM000933

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. Cat (SEAL)
Witness

Pamela Holmes Murray Smith (SEAL)
Pamela Holmes Murray Smith

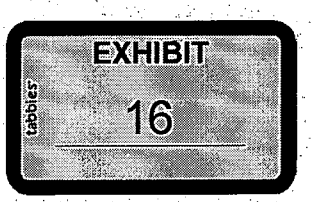
Joseph S. Cat (SEAL)
Witness

Elizabeth Edwards Murray (SEAL)
Elizabeth Edwards Murray
(and as Administratrix DBN of the Estate of Minnie Holmes Murray)

Joseph S. Cat (SEAL)
Witness

Catherine Peronneau Murray-Smith (SEAL)
Catherine Peronneau Murray-Smith

EEA0006034



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 Westchester by hand at Carlyle in sealed envelope - no receipt at Carmine 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.

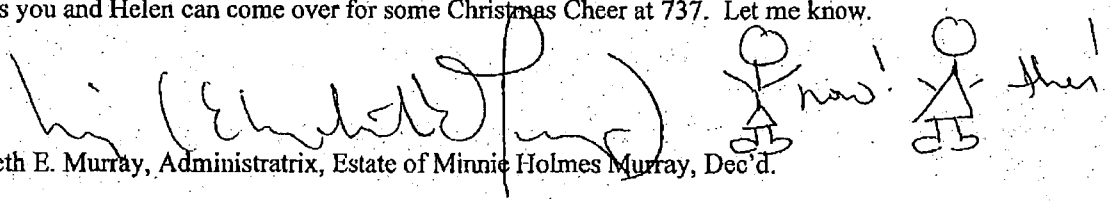
Lets hope that the sale of Quogue goes through for both of us. I am happy that the restaurant seems to be in new hands, and I hope to get back those personal monies expended. Have you thought that you might transfer the condo property now that you are out of the restaurant end of things out there... 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 have to discuss at lunch at Isle of Capri - need it to live 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

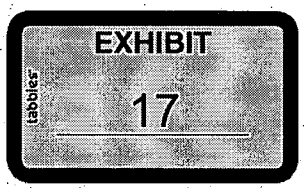
VIDEO

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

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(803) 731-5224	(864) 234-7030	(704) 573-39194

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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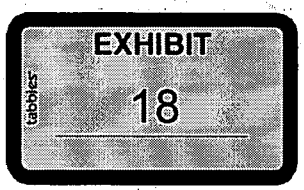
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his daughters.

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.

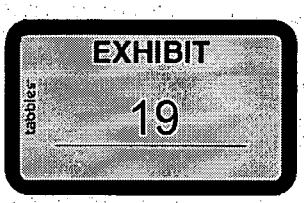
Q. When was that conversation? You said it was towards the end of his life?

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

2/10/06

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.

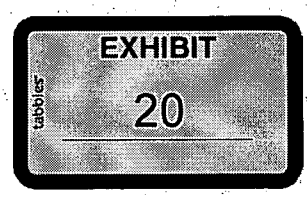
Mr. Murray had Elizabeth document what he wanted and he asked me to witness it as a health care professional. At the time he came, he asked me to also witness something having to do with his first wife's estate. I read both documents to him and he signed them both in my living room. He asked me to put 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.



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

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

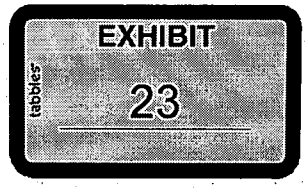
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IN THE MATTER OF:)

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S. Sujak

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

S. Sujak

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,

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

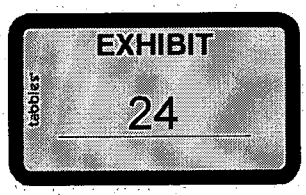
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is 2006, February 10, 2006, until the date of Mr. Murray's death, did Mr. Murray say or indicate to you that he intended to pay the debt to the Minnie Holmes estate?

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,

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

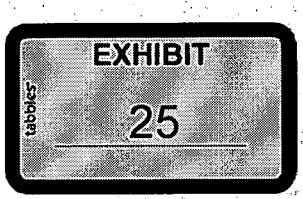
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IN THE MATTER OF:)

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.



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

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

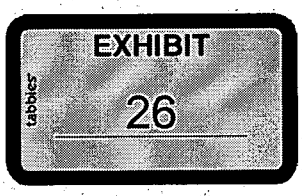
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what time of day you woke up and the very specifics about what time Mr. Murray went to the office and what time you went to Ms. Flavin's house, do you have any doubt in your recollection that you went to Ms. Flavin's house on February 10, 2006 and 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

COUNTY OF CHARLESTON

)

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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.**

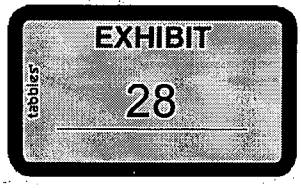
PERSONALLY appeared before me the undersigned who duly sworn and says as follows:

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

26 **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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Mod: 2/18/2006 1:06PM
Printed: 1/23/2006 9:21PM

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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 best 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: _____

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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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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_____

William E. Murray, Date Signed

Witnessed: _____

Witnessed: _____

Witnessed: _____

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Information for I:\mac_image\Mac_Alexandra:

Physical Evidentiary Item (Source) Information:
[Drive Geometry]
 Cylinders: 9,729
 Tracks per Cylinder: 255
 Sectors per Track: 63
 Bytes per Sector: 512
 Sector Count: 156,301,488
[Physical Drive Information]
 Drive Model: UNKNOWN VENDOR AND MODEL IEEE 1394 SBP2 Device
 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]
 MD5 checksum: 5b321fc43ce30321e00a578d8ea915b6
 SHA1 checksum: 051649a7ac8d582a51a22a63bd6bc5b5ba0c8109

Image Information:
 Segment list:
  I:\mac_image\Mac_Alexandra.001
  I:\mac_image\Mac_Alexandra.002
  I:\mac_image\Mac_Alexandra.003
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Thu Jan 17 12:48:39 2008 - Image Verification Results:
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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.

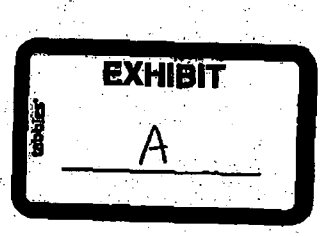
17. It is my opinion to a reasonable degree of certainty the signatures of William E. Murray on Exhibit A and Exhibit B, when compared to signatures I know to be genuine from the same time period are above the skill level that William E. Murray possessed at the time and are not genuine signatures.

FURTHER THE AFFIANT SAYETH NOT.

Marvin H. Dawson, Jr.

SWORN TO AND SUBSCRIBED before me
this 10th day of October 2016.

Amy B. Bright
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 Witnessed

2/10/06

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

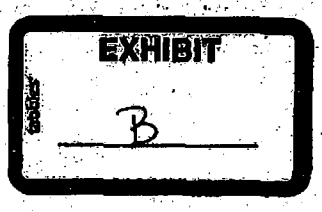
This document is meant to serve as a declaration of what my living circumstances and health care preferences are at this time. These decisions have been reached after much thought, a review with physicians and friends, and with no pressure from any of those individuals. I would like this document to 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



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

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

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 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 11/28/88

) 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
Labbies
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
$10,000/year for Elspeth Kelly's Tuition from W.E.M. 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 – 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 — 116-063-648
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 (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
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 $2,738.86

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 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

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) 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. 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 (Rules 30.1.1-a) Commission Expires 9/29/09

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:

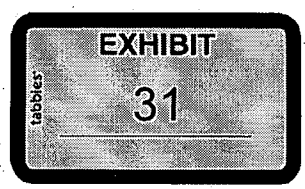
I. FAMILY DATA:

(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

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	Ellzabeth 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	

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

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

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

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 order 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 5/21/07

Notary Public, State of New York
No. 01NO6137981
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

DIV2799

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

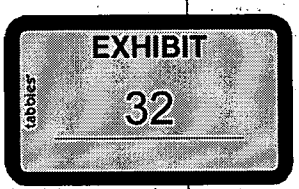
DATE: March 25, 2015

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

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)573-3919

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

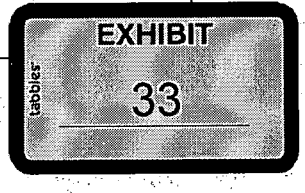
IN RE: IN THE ESTATE OF	CASE NO.
WILLIAM EDWARDS MURRAY,	2007-ES-10-1116
Deceased.	

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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(803)731-5224	(864)234-7030	(704)573-3919



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	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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(803)731-5224	(864)234-7030	(704)573-3919

EXHIBIT 34

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

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.

MM000012

EXHIBIT

tabbies

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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).

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

residing at 71 Hemlock Rd Wantagh NY

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)
) ss.:
COUNTY OF NEW YORK)

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. 31-0677948
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
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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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

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

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.

EXHIBIT
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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

EEM000979

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.

EEM000982

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, Fulton County, Georgia
My Commission Expires Jan. 15, 1994

Notary Public

EEM000986

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. 15, 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 12, 1994

Notary Public

EEM000987

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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EXHIBIT
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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

A. WILLIAM ROBERTS, JR., & ASSOCIATES

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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

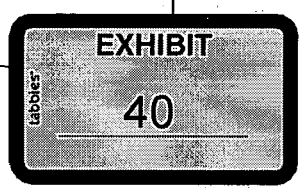
IN RE: IN THE ESTATE OF	CASE NO.
WILLIAM EDWARDS MURRAY,	2007-ES-10-1116
Deceased.	

VIDEOTAPED DEPOSITION OF:	ELIZABETH E. MURRAY
DATE:	March 25, 2015
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LOCATION:	Hood Law Firm 172 Meeting Street Charleston, SC
TAKEN BY:	Counsel for the Estate
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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

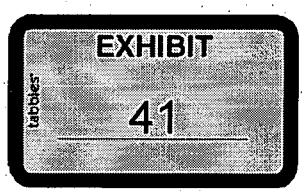
STATE OF NEW YORK
SS:
COUNTY OF NEW YORK

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



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. 01W56557
Qualified in New York County
Term Expires 12/27/09

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
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SOUTH CAROLINA
MY COMMISSION EXPIRES
MAY
19
2025

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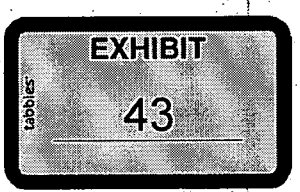
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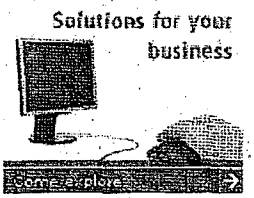
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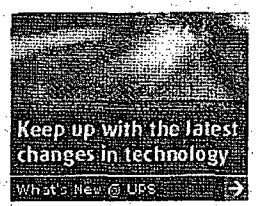
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PROBATE COURT

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



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

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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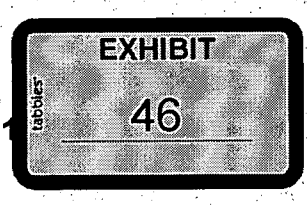
WILLIAM E. MURRAY
ONE VENDUE RANGE
CHARLESTON, SC 29401

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,



EEM003007

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 _____ 1361 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.

KRYSTAL PENDARVIS
COMM. EXP.
NOTARY
PUBLIC
APRIL 17, 2018
SOUTH CAROLINA

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

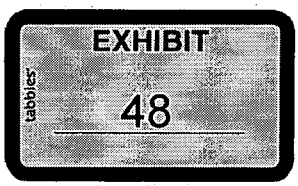
In summary of our discussions on Thursday, May, 17 and Saturday, May 19, 2007, I have asked my daughter, Elizabeth, to notate the following understandings:

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

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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



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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		**Client:**	Murray, William	
Service:	RN Assessment Visit		000000000000937 - 14809	7/2/2007	HOSP
Visit Type:	Assessment		**Staff:**	Lynn A Magby RN	
Time Type:	Post-admission contact				

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 of 5)

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

Murray, William - 000000000000937 / Lynn A Magby 7/2/2007 Cont...

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 against 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

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MUSC
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Division of
Adult Neurology
96 Jonathan Lucas Street
Suite 309
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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:

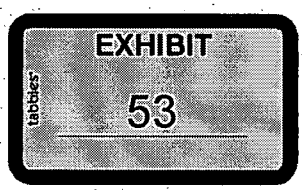
At the request of Hilton C. Smith, Jr. and Helen Flynn, I am writing this letter. I last examined Mr. Murray on June 13, 2007 during a recent hospitalization. At that time, I also had the opportunity to review his medical records.

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



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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"

http://www.musc.edu

Hilton Smith
Freeman Trust
rec'd by Lord 11/17/06

RECORD FOLDER

104816. MAF D

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.

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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.

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 <u>any</u> 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."

14. On information and belief, while WEM was hospitalized at HealthSouth, Hilton arranged to have WEM sign a letter retaining attorneys to represent him in connection with Trust matters and to sign a retention check for those attorneys. WEM later told both Pamela and Elizabeth that he had no memory whatsoever of having hired attorneys or having signed a retainer letter or check. WEM did not even recall having been in the hospital.

15. On information and belief, the attorneys that Hilton arranged to represent WEM while WEM was in the hospital were the same attorneys who represented Hilton and who continue to represent him in this proceeding.

16. In August, 2006, Hilton took WEM to another doctor for an examination of his mental competency. Elizabeth was in the neurologist's office and heard the neurologist state that the examination results indicated that WEM was partially incompetent, that he was highly subject to suggestion and that he had problems with reasoning, amounts, dates and logic.

17. In August, 2006, Pamela and Elizabeth arranged to have their father see an elder attorney who would represent and protect his interests. Hilton vigorously opposed any such retention of independent attorneys for WEM. He claimed it was unnecessary inasmuch as WEM had supposedly previously retained attorneys. Hilton then disclosed to Pamela, Elizabeth and to WEM, himself, that WEM had allegedly retained attorneys two months earlier at the time he was hospitalized.

18. From the Spring through the Fall of 2006, U.S. Trust was engaged in, among other things, an investigation of possible misconduct, breach of fiduciary duty and self-dealing by trustees of the Trust which has resulted in the allegations recounted in U.S. Trust's Petition. Hilton, believing that Pamela and Elizabeth had knowledge of his misconduct and were therefore a threat to him, conceived of a plan to thwart U.S. Trust's investigation and forestall his

own removal as trustee. His plan was to prevail upon WEM, as Chairman of the Trust, to discharge his two daughters as trustees. This would result in three remaining trustees – WEM, Hilton and U.S. Trust, with Hilton controlling two of the three votes.

19. WEM had, for some 20 years, expressed his intent to Pamela and Elizabeth to eventually appoint them as trustees of the Trust. On October 24, 2000, WEM appointed Elizabeth as trustee. That appointment was made by WEM, in person, after having had direct, face-to-face conversations with Elizabeth about becoming a trustee.

20. On information and belief, on or around September 28, 2006, Hilton, knowing that attorneys for U.S. Trust had interviewed Pamela and Elizabeth, among others, put his plan into action. He obtained WEM's signature on a document in which Elizabeth was purportedly discharged as trustee of the Trust. A copy of that document is annexed hereto as Exhibit B.

21. At the time WEM signed this document he was suffering from cataracts and macular degeneration, conditions that severely impaired his eyesight, as well as Parkinson's syndrome and dementia. It was not possible for him to have read the fine print of that document, much less have fully understood the import of a document that abruptly removed his daughter as trustee. The scrawl that is WEM's signature is, itself, compelling evidence of his physical deterioration. Several weeks after signing this document WEM underwent cataract eye surgery.

22. On information and belief, the "removal" of Elizabeth as trustee was conceived of, promoted and carried out by Hilton, not by WEM. On information and belief, the document that purportedly effected that removal was prepared by Hilton's lawyers and presented to WEM for signature. These are the same lawyers who purport to represent both Hilton and WEM in regard to this proceeding.

23. On or about October 4, 2006, Elizabeth received Exhibit B, the document that purported to remove her as trustee of the Trust. At no time before this document was sent to Elizabeth had WEM spoken to Elizabeth about the proposed removal of her as trustee. At no time before or after it was sent did WEM ever tell Elizabeth that he was dissatisfied with the manner in which she carried out her duties as trustee.

24. Subsequent to September 28, 2006, and prior to October 4, 2006, Elizabeth visited and/or had dinner with her father daily while he was in New York. At no time did WEM tell her he had purportedly discharged her as a trustee of the Trust or that he had been dissatisfied with her conduct as a trustee. On the contrary, he asked her to visit him in Charleston for a week in October.

25. Pamela was appointed by WEM to be a trustee of the Trust on June 16, 1999. On information and belief, a document dated sometime in October, 2006, which purported to remove Pamela as a trustee has been circulated but has never been delivered to Pamela. At no time, either before or after this purported removal occurred, did WEM ever tell Pamela that he intended to remove her as trustee, that he had in fact done so or that he was at all dissatisfied with her performance as a trustee.

26. The purported removal of Pamela and Elizabeth as trustees was engineered by Hilton for the purpose of solidifying his control over WEM and the Trust. It was designed to eliminate anyone whom he conceived to be a threat to that control. The purported removal of Pamela and Elizabeth, if valid, would have left Hilton in complete control of the Trust – and free to continue to dispense Trust assets in ways that served his own interests.

27. The purported removal of Elizabeth as trustee was ineffective as a matter of law for the reason that (a) WEM lacked the mental and physical capacity to read and

understand the removal document; (b) the purported removal did not comply with the requirement of the Agreement of Trust that a replacement trustee be appointed if any individual trustee were terminated; and (c) proper delivery of the document was not made to all trustees as required by the Agreement of Trust.

28. The purported removal of Pamela as trustee was ineffective as a matter of law for the reason that (a) WEM lacked the mental and physical capacity to read and understand the removal document; (b) the purported removal did not comply with the requirement of the Agreement of Trust that a replacement trustee be appointed if any individual trustee were terminated; and (c) proper delivery of the document to Pamela was not made as required by the Agreement of Trust.

29. Hilton has breached his fiduciary duty to the Trust through his misconduct, self-dealing and exercise of undue influence over WEM, whom Hilton has acknowledged lacks requisite mental capacity to serve as a trustee.

30. Hilton's manipulative and self-serving conduct, and his breach of fiduciary duty to the Trust, is further evidenced by the fact that even after U.S. Trust's Petition was filed exposing his misconduct to the Court, lawyers hired by Hilton continue to represent both Hilton and WEM – notwithstanding the conflict of interest that renders such dual representation improper.

Necessary Parties

31. The names and post-office addresses of all persons interested in this proceeding who are required to be cited, or concerning whom the Court is required to have information, are set forth in subdivision (a) or (b):

(a) All persons and parties so interested herein who are of full age and sound mind, or which are corporations or associations, are as follows:

Name	Address	Description of Interest
United States Trust Company, National Association	114 West 47th Street New York, NY 11036	Trustee
Hilton Charles Smith, Jr.	5301 Old York Course Hollywood, SC 29449	Trustee
Pamela Holmes Murray	1561 Brianna Lane Charleston, SC 29412	Trustee
Elizabeth E. Murray	737 Park Avenue, Apt. #3B New York, NY 10021	Trustee
Hon. Eliot Spitzer, Attorney General of the State of New York	120 Broadway New York, NY 10271	Representative of Ultimate Charitable Beneficiaries

(b) All persons and parties so interested herein who are infants or incompetents or persons believed to be mentally incapable adequately to protect their rights, or whose existence, identity or whereabouts are unknown (including persons who are virtually represented under SCPA 315) are as follows:

Name	Address	Description of Interest
William E. Murray	One Vendue Place Charleston, SC 29401	Trustee

32. Upon information and belief, there are no persons interested in this proceeding other than those mentioned above.

33. Upon information and belief, none of the above-named persons is in the military service, as defined by the Act of Congress known as the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, and by the New York State Soldiers' Civil Relief Act of 1951, as amended.

34. This Court has jurisdiction over this Cross-Petition proceeding pursuant to SCPA 207 based on the fact that Petitioner U.S. Trust is a trustee of the Trust and has a principal place of business in New York State.

35. Venue in this county is proper based on the fact that U.S. Trust has a principal place of business in New York County.

36. No prior application has been made to this or any other Court for the relief requested in this Cross-Petition.

WHEREFORE, Cross-Petitioners Pamela and Elizabeth respectfully pray that this Court issue an order as follows:

(a) removing Hilton as a trustee of the Trust for self-dealing, as alleged in the Petition and Cross-Petition, and manipulation and abuse of WEM, whom Hilton knows lacks mental capacity;

(b) removing WEM as a trustee of the Trust on the ground that he is physically and mentally incapable of performing his duties as a trustee;

(c) directing that a guardian *ad litem* be appointed for WEM;

(d) determining that the documents that WEM purportedly signed to remove Pamela and Elizabeth as trustees are ineffective and void on the ground that WEM lacked mental capacity to exercise such a function as Chairman of the Trust and were the product of improper and undue influence exercised by Hilton over WEM and, in any event, that the procedures set forth in the Agreement of Trust for the removal of individual trustees were not followed;

(e) confirming that Pamela and Elizabeth continue to be trustees of the Trust;

(f) restraining Hilton from taking any action, making any representations or making any decisions on behalf of the Trust that do not include, or are inconsistent with, the roles of Pamela and Elizabeth as trustees; and

(g) granting such other and further relief as this Court may deem just and proper.

Dated: November 17, 2006

PAMELA HOLMES MURRAY

ELIZABETH E. MURRAY

SIDLEY AUSTIN LLP

By: Eileen Caulfield Schwab
Eileen Caulfield Schwab
Roger J. Hawke

787 Seventh Avenue
New York, New York 10019
Telephone: (212) 839-5300

Attorneys for Respondents and
Cross-Petitioners Pamela Holmes Murray
and Elizabeth E. Murray

(f) restraining Hilton from taking any action, making any representations or making any decisions on behalf of the Trust that do not include, or are inconsistent with, the roles of Pamela and Elizabeth as trustees; and

(g) granting such other and further relief as this Court may deem just and proper.

Dated: November 17, 2006

PAMELA HOLMES MURRAY

ELIZABETH E. MURRAY

SIDLEY AUSTIN LLP

By:_____
Eileen Caulfield Schwab
Roger J. Hawke

787 Seventh Avenue
New York, New York 10019
Telephone: (212) 839-5300

Attorneys for Respondents and
Cross-Petitioners Pamela Holmes Murray
and Elizabeth E. Murray

VERIFICATION

STATE OF ~~NEW YORK~~ Massachusetts)
Nantucket SS.:
COUNTY OF ~~NEW YORK~~)

Pamela Holmes Murray, being duly sworn, deposes and says: I am a Respondent and Cross Petitioner herein; I have read the foregoing Answer and Cross-Petition subscribed by me and know the contents thereof; the same is true of my own knowledge, except as to matters therein stated to be alleged on information and belief, and as to those matters, I believe it to be true.

Pamela Holmes Murray

Sworn to before me this
9th day of November, 2006.

Notary Public

LORIS L. COOPER, Notary Public
My Commission Expires March 7, 2008

VERIFICATION

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

ELIZABETH E. MURRAY, being duly sworn, deposes and says: I am a Respondent and Cross-Petitioner herein; I have read the foregoing Answer and Cross-Petition subscribed by me and know the contents thereof; the same is true of my own knowledge, except as to matters therein stated to be alleged on information and belief, and as to those matters, I believe it to be true.

ELIZABETH E. MURRAY

Sworn to before me this
17th day of November, 2006.

Notary Public

GEORGE L. CONOVER, JR.
Notary Public, State of New York
No. 01CO4883710
Qualified In New York County
Commission Expires February 23, 2007

AGREEMENT

This AGREEMENT of the Trustees of the Samuel Freeman Charitable Trust (hereinafter referred to as SFCT), dated this 12 day of May 2004, by and between WILLIAM E. MURRAY (hereinafter referred to as WEM), residing at 50 East 77th Street, The Carlisle, 7A, New York, NY 10021, HILTON C. SMITH, JR. (hereinafter referred to as HCS), residing at 5031 Old York Course, Hollywood, SC 29449, PAMELA HOLMES STACK (hereinafter referred to as PHS), residing at 395 Oak Glen, Marietta, Georgia 30067, and ELIZABETH EDWARDS MURRAY (hereinafter referred to as EEM), residing at 737 Park Ave, 3B, NY, NY 10021, hereinafter referred to as the Individual Trustees and US Trust Company of New York, the Corporate Trustee.

WHEREAS the Trustees agree that WEM is the Chairman of the SFCT, and

WHEREAS the Trustees hereby appoint HCS as the Vice Chairman. They further agree that subsequent to WEM's resignation or demise that HCS shall be appointed the Chairman of the SFCT, and

WHEREAS each Individual Trustee, other than the Chairman or Vice Chairman, may recommend one or more qualifying organization seeking to receive grants from the SFCT, provided that the total amount of the grants awarded by each Individual Trustee in any calendar year shall not exceed $50,000.00, and

WHEREAS the Corporate Trustee shall retain the right to recommend grants, and

WHEREAS the Chairman or Vice Chairman may sponsor qualifying organizations seeking to receive grants from the SFCT up to the remaining balance of the net income of the SFCT available for distribution, and

WHEREAS the Trustees confirm that until WEM's resignation or demise that WEM shall continue to receive the commissions allowed a sole Individual Trustee under the Laws of the State of New York, in effect at the time of payment. Thereafter, the Individual Trustees shall share in the amount allowed to a sole Trustee under the Laws of the State of New York in effect at the time of payment. HCS will receive $12,000 per year, and the remainder of the commissions shall be divided equally between the remaining Individual Trustees, and

WHEREAS HCS, as Chairman, has the authority at any time and from time to time to appoint, remove, or replace any Individual Trustee, by an instrument in writing, duly acknowledged and delivered to the Individual Trustees.

IN WITNESS WHEREOF and hereto have affixed their hands and seals the day and year first above written

WITNESS: Debi Hollis

BY: William E. Murray 5/12/04
William E. Murray, Chairman Date

WITNESS: Debi Hollis

BY: 5/6/04
Hilton C. Smith, Jr., Vice Chairman Date

WITNESS: _____

BY: _____
Pamela Holmes Stack, Trustee Date

WITNESS: _____

BY: _____
Elizabeth Edwards Murray, Trustee Date

WITNESS: Carolyn L. Lewis

US Trust Company of New York

BY: 5/24/04
Linda Franciscovich, Managing Director Date

The Samuel Freeman Charitable Trust

Removal of Trustee

WHEREAS:

1. William E. Murray is a trustee under that certain Agreement of Trust (the "Agreement") dated April 29,1981 between Samuel Freeman, as Grantor, and William E. Murray, Samuel Freeman and the United States Trust Company of New York, as Trustees, establishing The Samuel Freeman Charitable Trust.

2. Paragraph 9 of the Agreement granted to Samuel Freeman and William E. Murray, jointly, or to the survivor, the authority to appoint up to five (5) additional trustees.

3. Elizabeth Murray was appointed as an additional trustee pursuant to the above power.

4. Paragraph 9 of the Agreement authorizes William E. Murray, as the survivor of Samuel Freeman and William E. Murray, to remove any trustee appointed pursuant to the provisions of Paragraph 9 of the Agreement.

5. William E. Murray intends to remove Elizabeth Murray as a trustee.

NOW, THEREFORE, William E. Murray, pursuant to the authority granted to him in Paragraph 9 of the Agreement, does hereby remove Elizabeth Murray as a trustee under the Agreement effective the date hereof.

IN WITNESS WHEREOF, each of the undersigned has hereunto set his hand and seal to this instrument as of the 28th day of September, 2006.

WILLIAM E. MURRAY

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.

On the 28th day of September in the year 2006 before me, the undersigned, personally appeared WILLIAM E. MURRAY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument in New York, New York.

Notary Public

HELEN KELLY
Notary Public, State of New York
No. 5005278
Qualified in Suffolk County
Commission Expires Dec. 7, 2012

608026_1

AFFIDAVIT OF SERVICE

STATE OF NEW YORK)
) s.s.:
COUNTY OF NEW YORK)

I, Joan E. Senatore, being over the age of eighteen (18) years, and not a party to this action, and being first duly sworn, state on oath that on November 17, 2006 I caused the foregoing Answer and Cross-Petition to be served by first-class mail in the State of New York upon:

Mr. William E. Murray
One Vendue Place
Charleston, SC 29401

Joan E. Senatore

Subscribed and sworn to me this
17th day of November, 2006

William U. Geng
Notary Public

WILLIAM U. GENG
Notary Public, State Of New York
No. 01GE4874791
Qualified In New York County
Commission Expires 05/31/20 10

Subject: Re: Elizabeth Murray/SFTrust/USTrust
Date: Monday, October 16, 2006 1:02 PM
From: mizliz1011@aol.com
To: <ESchwab@Sidley.com>
Conversation: Elizabeth Murray/SFTrust/USTrust

i do believe it was his signature but i usually have to guide his hand and i always note it is guided and who guided it and initial it. he was in a room alone on a conference call for approx three hours with hilton being badgered and pursueded, with "their" attorneys over the phone and arriving at his house. it was signed in the late afternoon when the parkinsons drugs build up and he experiences sundowners syndrome, where he is either completely out of it or totally pliable to other person's wills.

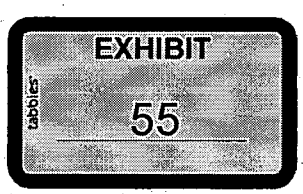
brianna overheard daddy being told, on speaker phone as my father is unable to hold up a phone, that liz was trying to ruin his life and take over control of the trust in collusion with us trust or some such nonsence. his aide was VERY concerned and tried to intervene because he knows that hilton is crooked and overwhelming my father. the notary arrived with the attorney.

was it ever sent to hilton, formally, or to USTrust? i left a message asking that for linda F and also over the phone but have not heard back. I also heard that he was trying to pressure daddy to dismiss ustrust as corporate trustee. he thinks that pam can be cowed and that he has eliminated me... he told dady that it was good that i was not calling him these days (used to call 1-2x day and visit monthly to help out) because I was on collusion with the enemy and trying to destroy him and put him into jail (my father). we are trying to get my father to visit again the elder attorney I had him visit on my last trip to charleston. i was there and hilton spent hours trying to get him not to go.

hilton refers to the trust as his or ours, thinks he will have total control now that I am gone, and my father, and pam, are merely pawns that he totally controls. He is very vengeful when she doesn't sign stuff, like disinviting her to his son's wedding, not deeding over her home that my father gave her, making trouble for her in access to my father. I think that my father's aide, joe pidgen, would be helpful if testimony is needed as to his dominance over my father's will.

his negligence of my father's health is also a BIG issue. Twice he has gone to the hospital in distress and hilton was unreachable or tried to stop it.

thanks elizabeth



-----Original Message-----
From: ESchwab@Sidley.com

To: mizliz1011@aol.com
Cc: rhawke@sidley.com
Sent: Mon, 16 Oct 2006 12:34 PM
Subject: RE: Elizabeth Murray/SFTrust/USTrust

The acknowledgment was correct. The agreement requires that it be sent to the Trustees; if it wasn't, then it is faulty. It also may be faulty because there was no appointment of a successor but I am not sure how a court would interpret the language. Your father's signature, however, raises questions.

From: mizliz1011@aol.com [mailto:mizliz1011@aol.com]
Sent: Friday, October 13, 2006 8:32 PM
To: Schwab, Eileen Caulfield
Subject: Re: Elizabeth Murray/SFTrust/USTrust

question: is it faulty due to lack of acknowledgement, no notification to linda, no substitute trustee and notification thereof to linda and pam, or all of the above. also, would like to get all of these all renovating jobs questions taken care of. this is getting to me at the end of the long haul. literally, some of the people who worked on these jobs are already dead. i brought it to their attention, not the other way around. i feel as though i am on the cross about this and i am just bone weary. thanks so much. good luck on tuesday. let me know what your inital thoughts are re the removal. thanks elizabeth

-----Original Message-----
From: ESchwab@Sidley.com
To: mizliz1011@aol.com
Sent: Fri, 13 Oct 2006 5:39 PM
Subject: RE: Elizabeth Murray/SFTrust/USTrust

got it. thanks. have a nice weekend.

From: mizliz1011@aol.com [mailto:mizliz1011@aol.com]
Sent: Thursday, October 12, 2006 1:00 PM
To: Schwab, Eileen Caulfield
Subject: Re: Elizabeth Murray/SFTrust/USTrust

found it, am sending immediately. i am a good hider...

-----Original Message-----
From: ESchwab@Sidley.com
To: mizliz1011@aol.com
Sent: Thu, 12 Oct 2006 11:57 AM
Subject: RE: Elizabeth Murray/SFTrust/USTrust

Would you fax me the document "removing" you as trustee. 212-839-5599 - you need to put my name on it.

From: mizliz1011@aol.com [mailto:mizliz1011@aol.com]
Sent: Friday, October 06, 2006 12:05 AM
To: Schwab, Eileen Caulfield
Subject: Fwd: Elizabeth Murray/SFTrust/USTrust

Subject: Elizabeth Murray/SFTrust/USTrust

Recommended by Josh Rubenstein and Jonathan Sack
Samuel Freeman Charitable Trust/Linda Franciscovich
Approx $40million
only specified charities are St. Pauls school and railroad related charities

Chairman- William Ewards Murray
"Vice" Chairman- Hilton Charles Smith (no provision for this in inital trust documents, bank does not recognize powers of and appointment to this position
He is married to Catherine Peronneau Murray Smith, oru sister, a reincarnation of Leona Helmsley
Trustees: Pamela Holmes Murray (also prior marriages with surname of Smith and Stack)
Elizabeth Edwards Murray (Kelly- in process of divorce)

Issues: 1.)Self Dealing and kickbacks and anything you can imagine by Hilton Smith and deception to bank of use of grantee funds

2.)Same to a much lessor extent by father, William E. Murray, with conflict issue of major stroke in "99 and significant onset of Parkinsons in 2002- elder abuse and withholding of physical therapy and prescribed therapies, major funding to doctor involved by HCSmith for research. WEM has been diagnosed once as incompetent and once as partially (significantly diminished) capacity in last three months with high suseptability to suggestion and superior will (typical of parkinsons). HCSmith in colllusion with WEM companion, Helen Flynn, who is out for the bucks, as well as with sister Catherine.

3.) USTrust will pay our attorney's fees as we "turned" states evidence at enormous personal risk

4.) Father WEM removed me as a trustee last

week due to Hilton's suspicion that i was informing bank

5.) Issue is whether we vote with bank making for 3/5 of trustees (vs. 66% quorum required in trust agreement) on removal and proscution of both parties OR
Jonathan Sack persues this with US Trust alone without our specifed endorsement

6,) Father's estate is approx. $60Million, hilton in control of virtually all assets and cash flow and various companies he owns, some in limited partnership, and he is very vindictive and would probably
convince WEM to change his will- has huge power over my father in recent years with high susectability on WEM's part. Undue influence, superiority of will, withholding of control, etc.

7.) if WEM dies, HIlton is executor and has power of attorney, he negotiated most points of recent changes in WEM's will. We used to see will yearly, since Hilton in control we don't and it is a big secret.

8.) Hilton fits every definition (see attached file) of a sociopathic con-man.

9.) Pam and I have virtually no funds or assets. I am owed a significant amount of money from one of my father's companies which Hilton refuses to pay (six figures)

10.) Hilton has deamonized/villified us to our father slowly over years making WEM distrustful of us giving hilton more control

If you have any questions, call me at 212-628-8859 or 917-971-1245. will leave at about 9 or so tomorrow for a trip, will be available on cell or at 508-228-0572 in Nantucket until next Tuesday.

Thanks so much. just a nutshell but better than

nothing.

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.

Sidley Austin LLP mail server made the following annotations on 10/12/06, 10:55:58:

IRS Circular 230 Disclosure: To comply with certain U.S. Treasury regulations, we inform you

that, unless expressly stated otherwise, any U.S. federal tax advice contained in this

communication, including attachments, was not intended or written to be used, and cannot be

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taxpayer by the Internal Revenue Service. In addition, if any such tax advice is used or referred

to by other parties in promoting, marketing or recommending any partnership or other entity,

investment plan or arrangement, then (i) the advice should be construed as written in connection

with the promotion or marketing by others of the transaction(s) or matter(s) addressed in this

communication and (II) the taxpayer should seek advice based on the taxpayer's particular

circumstances from an Independent tax advisor.

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taxpayer by the Internal Revenue Service. In addition, if any such tax advice is used or referred

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investment plan or arrangement, then (i) the advice should be construed as written in connection

with the promotion or marketing by others of the transaction(s) or matter(s) addressed in this

communication and (ii) the taxpayer should seek advice based on the taxpayer's particular

circumstances from an independent tax advisor.

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taxpayer by the Internal Revenue Service. In addition, if any such tax advice is used or referred

to by other parties in promoting, marketing or recommending any partnership or other entity,

investment plan or arrangement, then (i) the advice should be construed as written in connection

with the promotion or marketing by others of the transaction(s) or matter(s) addressed in this

communication and (ii) the taxpayer should seek advice based on the taxpayer's particular

circumstances from an independent tax advisor.

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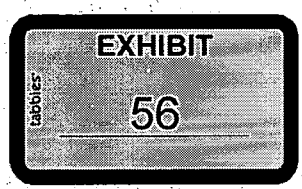
If you are not the intended recipient, please delete the e-mail and any attachments and notify us

immediately.

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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,	File No. 3944/2006
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.	



MEMORANDUM OF LAW IN OPPOSITION TO THE MOTION OF RESPONDENT AND CROSS-PETITIONER WILLIAM E. MURRAY FOR AN ORDER REQUIRING PETITIONER U.S. TRUST TO REIMBURSE THE TRUST

Respondents and Cross-Petitioners Pamela Holmes Murray ("Pamela") and Elizabeth E. Murray ("Elizabeth") submit this Memorandum of Law in Opposition to the Motion of Respondent and Cross-Petitioner William E. Murray ("WEM" or "Movant") for an order requiring U.S. Trust to immediately reimburse the Samuel Freeman Charitable Trust (the "Trust") for allegedly "improper counsel fee expenditures." Movant argues in his memorandum of law that the conduct of U.S. Trust in expending Trust funds to conduct the investigation that led to U.S. Trust's Petition was "unilateral, deceptive and grossly overreaching." Movant also seeks immediate repayment to the Trust of attorneys' fees in the amount of $50,000 that were advanced to counsel on behalf of Trustees Pamela and Elizabeth who were named as Respondents by Trustee U.S. Trust. Pamela and Elizabeth contend in their Cross-Petition and Answer to the Cross-Petitions of WEM and Hilton Charles Smith, Jr. ("Hilton") that their

purported removal as trustees of the Trust was ineffective, that the advancement of attorneys' fees to represent them in this proceeding was a proper administrative expense of the Trust and that this Court should authorize the Trust to continue to make such payments pending the resolution of the Petition and Cross-Petitions.

PRELIMINARY STATEMENT

U.S. Trust conducted an investigation of the individual trustees that extended over many months. At the end of that investigation it concluded there were at least eight instances of improper self-dealing with respect to Trust funds by WEM and Hilton. These transactions are set forth in detail in U.S. Trust's verified Petition. The notion that it was "grossly overreaching," and a waste of Trust assets, for U.S. Trust to hire a nationally prominent law firm to investigate possible misconduct by individual trustees on the ground that the subjects of the investigation did not first give their consent is unfounded. Equally ill-conceived is the notion that U.S. Trust's investigation was part of a plot by Pamela and Elizabeth, who have for years been unpaid trustees, to "wrest control" of the Trust from their father.

A. Disbursements To The Morvillo Firm

Movant argues that U.S. Trust should be surcharged for the expense incurred in investigating Hilton and WEM for the reason that:

> "neither trustee has ever given his consent for the investigation [of himself] or for any expenditures related thereto."

(Cross-Petition ¶ 21.) No case cited in Movant's memorandum of law supports the astonishing proposition that a trustee is barred from investigating possible malfeasance by other trustees unless those trustees first agree that such an investigation is well-founded and justified. On the contrary, a trustee is entitled to incur expenses on behalf of the trust when it is acting on behalf of the trust. See In re Hawwa, 9 A.D.3d 362, 364-65, 779 N.Y.S.2d 578, 581 (2d Dep't 2004)

(describing a trustee's right to use trust funds to pay administration expenses including legal fees). A trustee may expend trust funds for administrative purposes "even without the consent of co-fiduciaries." Matter of Stanley, 240 A.D.2d 268, 269, 660 N.Y.S.2d 107, 108 (1st Dep't 1997).

B. The $50,000 Advance To The Attorneys Representing Pamela And Elizabeth

Pamela and Elizabeth were named as Respondent Trustees in U.S. Trust's Petition on the ground that their purported removals by WEM as individual trustees were subject to question. There are a number of reasons why such purported removals were ineffective as a matter of law:

1. The purported removals of Pamela and Elizabeth were invalid on the ground that they were done for the improper purpose of benefiting Cross-Petitioners, not the Trust itself. It is well-settled that a trustee owes a duty of "undivided loyalty to the trust" and that he may not serve interests other than the interest of the trust estate. Sankel v. Spector, 33 A.D.3d 167, 171, 819 N.Y.S.2d 520, 523 (1st Dep't 2006) (internal citation omitted); "[A] trustee is under the duty of acting exclusively and solely in the interest of the trust estate.", 106 N.Y. Jur. 2d Trusts § 364; In re Fulton's Will, 253 A.D. 494, 2 N.Y.S.2d 917 (3d Dep't 1938) ("[a] trustee's first duty is to his trust" and the trustee's duty is to "administer the trust solely in the interest of the beneficiary") (internal quotation and citation omitted).

It is also well-settled that even when a trust instrument provides a trustee with discretion, any exercise of such discretion is circumscribed by the requirement that it not be abused. See In re Goodman, 7 Misc. 3d 893, 901, 790 N.Y.S.2d 837, 846 (Surr. Ct. Kings Co. 2005) (stating that even where the trust agreement purports to give the trustee unfettered discretion, "the court has the responsibility to ensure that the trustees do not abuse their

discretion"); Matter of Gilbert, 156 Misc. 2d 379, 383, 592 N.Y.S.2d 224, 226-27 (Surr. Ct. N.Y. Co. 1992) ("Although our courts cannot ordinarily interfere with the exercise of a trustee's discretion, they can ensure that such discretion is exercised fairly and honestly.") The exercise of a discretionary power for an improper purpose is an abuse of discretion. See In re Goodman, 7 Misc. 3d at 901, 790 N.Y.S.2d at 846 (permitting court interference in the exercise of a trustee's discretionary power where the trustee "acts out of an improper motive"). Discretionary action taken for the purpose of benefiting an individual trustee, rather than the trust, is improper and abusive.

In the case at bar, the purported terminations of Pamela and Elizabeth were for the sole purpose of maintaining Cross-Petitioners' individual control over the Trust – not to confer some benefit upon the Trust. Pamela was appointed as trustee on June 16, 1999 and Elizabeth was appointed on October 24, 2000. They served seven years and six years, respectively, as trustees of the Trust without incident. Indeed, Hilton and WEM allege in their Cross-Petitions that those years were a period of "generally effective cooperation" among trustees. (Cross-Petition ¶ 14.)

The Cross-Petitions of WEM and Hilton also make clear that Pamela and Elizabeth were not "removed" because of any perceived misconduct on their part or failure to carry out their responsibilities as trustees. Rather, they were "removed" solely because they were thought to be cooperating with the U.S. Trust investigation into alleged self-dealing. It is only then, according to Respondents' own Cross-Petitions, that this "period of generally effective cooperation" came to an end and the alleged plot by Pamela and Elizabeth to "wrest control of the Trust from their father, William Murray" was "discovered." (Hilton and WEM Answer and Cross-Petitions ¶ 15.) U.S. Trust's role, according to Respondents, was not to investigate

possible misconduct. Rather, it was to find "ammunition" to further the scheme of Elizabeth and Pamela to oust their father and seize control of the Trust. (Cross-Petition ¶ 19.) Movant does not explain how Pamela and Elizabeth could possibly have persuaded a major financial institution to join in a scheme to oust two blameless trustees so that the two remaining individual trustees could seize control of the Trust.

The removal of individual trustees for the purpose of preserving another trustee's individual control over a trust, unrelated to the best interests of the trust, would be an improper and invalid exercise of discretionary power. This Court has the power to, and we submit should, set such actions aside.

It strains credulity, moreover, to think that Pamela and Elizabeth, after having faithfully served the Trust for six and seven years as unpaid trustees during a period of "generally effective cooperation," would have suddenly come up with a plot to "wrest control" of the Trust from their father. The verified Cross-Petitions of Pamela and Elizabeth demonstrate that the truth is precisely to the contrary. It is the object of Pamela and Elizabeth in their Cross-Petition to prevent Hilton from continuing to exercise undue influence and control over WEM and continuing to manipulate grants of Trust funds to suit his own self-interests. Their Cross-Petition makes clear that what concerns WEM's daughters is the *de facto* control Hilton has exercised over an 81-year old man who suffers from serious physical and mental impairments.

2. Secondly, serious questions have been raised in the Cross-Petitions of Pamela and Elizabeth concerning WEM's mental competency to act as Chairman of the Trust and the overbearing influence that Hilton had upon WEM. Their verified Cross-Petitions chronicle a number of incidents that put WEM's competency in issue, including the following:

-- whereas Hilton arranged to have WEM retain legal counsel while WEM was hospitalized at HealthSouth, WEM later informed his daughters that he had no memory of having hired attorneys and no memory of having been in the hospital (Cross-Petition ¶ 14);

-- in March, 2006, Hilton informed Elizabeth that he would not proceed with a grant to Hackensack Medical Center that WEM had proposed making. He stated: "You and I both know that your father is incapable of understanding or making any grant decisions" (Cross-Petition ¶ 11);

-- in August, 2006, a neurologist who examined WEM was heard to state that the examination indicated WEM was partially incompetent and highly subject to suggestion (Cross-Petition ¶ 16);

-- although, on September 28, 2006, WEM signed a document that purported to remove Elizabeth as a trustee, he thereafter amicably met with Elizabeth, had dinner with her and invited her to visit him in South Carolina. He never once mentioned the fact that he had abruptly, and without explanation, discharged her as a trustee after some six years of service in that capacity (Cross-Petition ¶ 24); and

-- WEM's eyesight was so impaired by cataracts and macular degeneration that it would have been impossible for him to read the fine print of the document that he purportedly signed (Cross-Petition ¶ 21).

WEM has submitted affidavits that attest to his mental competence – one by Dr. Bergman of the Medical University of South Carolina, a recipient of large grants from the Trust,

and attorney Edward G.R. Bennett. Whereas these affidavits may raise issues on the question of competency, they are not dispositive. U.S. Trust has served a notice on WEM, pursuant to CPLR § 3121, requiring WEM to submit to a mental competency examination by an independent neurologist. We understand that Respondents now oppose any such mental examination.

3. The alleged removals were procedurally defective. The Agreement of Trust provides in Paragraph 9 that any purported document of removal has to be "delivered to the Trustees." On information and belief, the document that purportedly removed Elizabeth was not delivered to U.S. Trust. The document that purported to remove Pamela was not delivered to Pamela or Elizabeth. The supposed *nunc pro tunc* removal documents that supposedly remedied these defects were not "delivered to the Trustees" as required by the Trust instrument. They were simply attached as exhibits to motion papers.

4. And, finally, Paragraph 9 of the Agreement of Trust provides that an individual trustee may be "removed and replaced." That language clearly contemplates the exercise of one power – the power to remove and replace. In this case, the purported removal of two individual trustees was not accompanied by the replacement of those trustees. Accordingly, the actions taken did not comply with the terms of the Trust.

C. **Irreparable Injury**

Movant contends that the Trust will be irreparably injured unless U.S. Trust immediately reimburses the Trust for the $50,000 retainer fee that was advanced to Sidley Austin LLP for representing Pamela and Elizabeth in this proceeding. The claim is that Pamela and Elizabeth have insufficient funds to hire counsel and that they will therefore be unable to repay the Trust should it be determined that their father properly removed them. Movant's own Cross-Petition, however, defeats this argument. Movant seeks to recover these funds from U.S. Trust,

not from Pamela and Elizabeth. Accordingly, whether or not Pamela and Elizabeth have the financial wherewithal to immediately refund the money if the expenditure is found to be improper is irrelevant. There is no claim that U.S. Trust will be financially unable to repay the Trust should the Court determine, after trial, that disbursements for attorneys' fees were improper.

Cross-Petitioner argues that a preliminary injunction is necessary because U.S. Trust might be "unwilling" to make repayment. (Brief p. 17.) It is obvious, of course, that if U.S. Trust is ordered to make repayment, it will do so – willingly or not. The "probable inability" of Pamela and Elizabeth to reimburse U.S. Trust, if reimbursement were ordered, has no effect upon, much less cause irreparable harm to, the Trust.

Movant's own argument, moreover, demonstrates that the real object of this motion is not to protect the assets of the Trust but, rather, to see to it that Pamela and Elizabeth are without counsel in this proceeding. This effort to deprive these trustees of legal representation is part of a larger effort to thwart the U.S. Trust investigation and to avert the removals and surcharges that U.S. Trust seeks in its Petition. Pamela and Elizabeth were named as Respondents in the Petition in their capacity as Trustees. They have a right to be represented in this proceeding in which they join, on behalf of the Trust, in an effort to remedy misuses of Trust assets. In re Matsis, 280 A.D.2d 480, 481, 720 N.Y.S.2d 179, 180 (2d Dep't 2001) ("Counsel fees are properly awarded where the service provided is for the benefit of the entire trust . . . "); In re Estate of Eliahou Rubin, 147 Misc. 2d 981, 984, 559 N.Y.S.2d 99, 101 (Surr. Ct. Nassau Co. 1990) (trust payment of legal fees justified where the services rendered by counsel are "of benefit to the estate as a whole").

Pamela and Elizabeth are entitled to have their legal fees continue to be advanced by the Trust unless and until this Court were to determine, after trial, that they were properly removed for good and valid reasons, in the interests of the Trust, and in accordance with the Trust instrument.

Finally, the professed concern of Respondents to protect the Trust from an "irreparable" loss of $50,000 in attorneys' fees would be more convincing were it not for the detailed allegations in U.S. Trust's Petition that chronicle large sums of Trust money that were used for the individual benefit of other trustees, rather than for the benefit of the Trust. Given those allegations, the motion to compel U.S. Trust to immediately repay legal fees advanced to Pamela and Elizabeth, and to strip them of counsel in this proceeding, should be viewed as an effort to gain tactical advantage in this litigation rather than as a serious effort to preserve and protect Trust assets.

CONCLUSION

This Court should deny the motion for a preliminary injunction and, further, authorize U.S. Trust to continue to advance reasonable attorneys' fees on behalf of Pamela and Elizabeth pending the resolution of the Petition and Cross-Petitions filed in this proceeding.

Dated: January 17, 2007

Respectfully submitted,

SIDLEY AUSTIN LLP

By: _____
Eileen Caulfield Schwab
Roger J. Hawke

787 Seventh Avenue
New York, New York 10019
Telephone: (212) 839-5300

Attorneys for Respondents
and Cross-Petitioners
Pamela Holmes Murray and
Elizabeth E. Murray

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

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)573-3919

EXHIBIT 57

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.

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

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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EXHIBIT
tabbies
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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

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF CHARLESTON	)	CASE NO.: 2007-ES-10-1116
	)	
	)	
	)	
IN RE: ESTATE OF WILLIAM E. MURRAY	)	
	)	**AFFIDAVIT OF PAMELA HOLMES MURRAY**
	)	
	)	
	)	

PERSONALLY appeared before me, Pamela Holmes Murray who, being duly sworn, deposes and says as follows:

Personal background:

1. I am Pamela Holmes Murray, the daughter of William Edwards Murray and Minnie Holmes Murray, born October 21, 1951.

2. I have a Bachelors degree in Business Administration from Emory University with dual major in Accounting and Finance.

3. I have worked in the accounting field for over 40 years.

4. I have two sisters born of these parents: Elizabeth Edwards Murray born October 11, 1953 and Catherine Perroneau Murray Smith born December 28, 1954.

5. I am currently 61 years old and am disabled due to Stage IV metastatic cancer to my bone. I am competent to give this affidavit.

6. My mother Minnie H. Murray died June 18, 1967.

7. My father owed my mother certain monies at the time of her death and the claim for this debt passed to my mother's Estate.

8. My father died testate on August 4, 2007. His will is presently in Probate in front of this Court.

9. Hilton C. Smith, husband to my sister Catherine, is a Co-Personal Representative of the Estate of William E. Murray along with James Ma.

10. My mother's Estate, the Estate of Minnie Murray is a creditor of my father's Estate, the Estate of William E. Murray.

11. I give this affidavit in support of the Motion together with the Petition made by the Estate Of Minnie Murray to disqualify Hilton C. Smith as Co-personal representative of the Estate of William E. Murray.

12. As I set forth more fully below, I believe Hilton C. Smith has a conflict of interest that disqualifies him from serving as the Co-personal representative of the Estate of William E. Murray for the purpose of determining the claim filed by the Estate of Minnie Murray. I believe James Ma should also be disqualified because Mr. Ma works for Mr. Smith and exercises no independent judgment.

13. I believe that Hilton C. Smith cannot fairly evaluate the claim of the Estate of Minnie Murray because (a) Mr. Smith was employed by The Estate of Minnie Murray to negotiate the original obligation that gives rise to the claim and he should not be put in the position of making a decision on the payment of a debt that he negotiated; (b) Mr. Smith is a beneficiary of the Estate of William E. Murray and his share of the Estate might be diminished if the claim on behalf of the Estate of Minnie Murray is paid; (c) Mr. Smith's wife is a beneficiary of the claim of the Estate of Minnie Murray such that if he approves the claim, he would be subject to charges of conflict of interest by other beneficiaries of the Estate of William E. Murray.

Hilton C. Smith:

14. Hilton C. Smith is the Co-personal representative of the Estate of William E. Murray.

15. Hilton C. Smith is married to my sister Catherine Smith, one of William E. Murray's daughters.

Background for note:

16. My parents (listed above) were divorced in March 9, 1967.

17. At the time of their divorce, my father owed a debt to my mother in the amount of $142,685. This debt arose because my mother had pledged personal securities as collateral for a loan to my father previous to their divorce. The divorce agreement acknowledged this debt as valid and owing.

18. My mother died on June 18, 1967 whereupon the indebtedness transferred to her estate, the appointed Executor being Leon Dallas Murray, our father's brother.

The new note:

19. Elizabeth was named successor Executrix for the Estate of Minnie Holmes Murray in August 22, 1975, replacing our uncle. Elizabeth requested that I perform an accounting in order to determine the amount due the Estate.

20. I met with my father, I believe, in March of 1976 at his home in NYC, NY to discuss the debt he owed the Estate and to agree on a new amount with accrued interest for which a new note would be written.

21. I contacted attorney Bill McDaniel in Atlanta, GA to prepare a new note and agreement. There were many drafts and after many changes it was agreed upon and signed on April 22, 1980. The new amount of his indebtedness with accrued interest came to $240,000. The new $240K note called for a three year delay until the first

payment with no accrued interest during that period, then interest payments only for a period of three years, after which payments would include both principal and interest for a period of 10 years.

22. Our father made some payments on the note before we learned that he was not living up to all the terms of the settlement agreement.

Hiring Hilton Smith to negotiate the debt:

23. Upon learning that payments were not made by our father as required by the note, our sister Catherine suggested we enlist her husband, Hilton Smith to help us secure payment on the debt. Hilton was married to my sister Catherine and worked for my father. All sisters agreed and we authorized Hilton to act on our behalf by letter dated April 06, 1984, marked as an Exhibit 1 hereto. Our father made a few payments and then stopped payment.

24. Once again Catherine suggested we enlist her husband, Hilton Smith to help us secure payment on the debt. Catherine's letter to us dated October 2, 1991 is marked an Exhibit 2- hereto.

25. On October 9, 1992, we authorized Hilton Smith and Daniel Kelly to act on behalf of the Estate of Minnie Holmes Murray with regard to obtaining or giving information and authorizing actions pertinent to any process, legal services or Probate Court actions. (Exhibit 8)

26. Hilton gathered information from the accountants as can be seen from the correspondence dated October 19, 1992 and November 13, 1992 November 20, 1992 marked as an Exhibits 3 & 4.

27. On December 02, 1992 Hilton outlined his proposal for proceeding to resolve the debt issue, attached hereto as an Exhibit 6.

28. On December 11, 1992 Hilton prepared and faxed to my sister, a letter he drafted for our signature, to be sent to our father. This letter is attached and as Exhibit 7. We signed and mailed the demand.

29. On December 12, 1992, at the advice of Hilton C. Smith, Catherine, Elizabeth and I entered into a mutual agreement that all obligations due under the note dated April 22, 1980 are community property between us, on a joint, not several basis.

30. Hilton charged us a fee for his services Exhibit 5, which included meeting with my father and drafting a letter for my father's signature, whereby my father confirmed his debt in the amount shown in the closing papers and whereby we made a formal "demand" for the monies due so as to keep the loan from becoming "stale". I believe that he faxed that letter to my father from his own office in Hagerstown.

31. In August 2001, Elizabeth spoke with Hilton about the state of the debt. Hilton explained that he procured a statement from her father, written to Signent Bank in Maryland, acknowledging and reaffirming the debt.

Background for annual renewal letters:

32. Hilton attended our "closing" of the Estate in Atlanta in 1992 after conferring with us and counseling us as to how to work with my father on his debt. In addition, he charged $50/ hr for his work on this during the year plus the settlement period, and charged for his trip to Atlanta as well. My other brother-in-law, Dan Kelly, also did summary accounting work and charged for his time as well.

33. Thereafter, our attorney and accountant advised Elizabeth to periodically "demand" the monies due in writing to my father and to serve such notice to him personally so that there could be no pretense of not being aware of the notice of default and demand.

34. Over the years, on so many occasions that I could not possibly count them, my father would tell us that "all of that money" he owed to the Estate of Minnie Murray would pass to us tax free from his estate with the accrued interest at 12% per annum and that his estate would also avoid taxation on that part of his estate as it would be considered a creditor claim. He was always very clear that his intention was for this amount to be repaid, either before or after his death. Basically, anytime there was any issue re: money or need on our part, where we could have used access to that inheritance, he mentioned this. He mentioned this issue in one form or another well over two dozen times to me alone, and Elizabeth told me that he mentioned it to her frequently as well.

Other beneficiaries:

35. Brianna Murray is a daughter of William E. Murray and a beneficiary of the Estate of William E. Murray.

36. Brianna Murray is not a beneficiary of the Estate of Minnie Murray.

37. Payment of the claim of the Estate of Minnie Murray might affect the amount to which Brianna Murray might otherwise be due.

The conflict:

38. Mr. Smith is now the Co-personal representative of the Estate of William E. Murray and is now in the position to decide whether the claim of the Estate of Minnie H.

Murray should be paid. Despite the fact that Mr. Smith negotiated the original note, he has denied the debt.

39. I am informed and believe that Mr. Smith should not be in the position to either approve or deny the claim because he represented us in negotiating the original debt.

40. Under the terms of William E. Murray's Will and Trust, Hilton C. Smith stands to receive 8% of Mr. Murray's estate, after debts have been paid.

41. I am informed and believe that Mr. Smith should not be in the position to either approve or deny the claim because his decision might affect his distributive share under the Estate of William E. Murray.

42. Under the terms of William E. Murray's Will and Trust, Catherine Smith (Mr. Smith's wife) stands to receive 8% of Mr. Murray's estate, after debts have been paid.

43. I am informed and believe that Mr. Smith should not be in the position to either approve or deny the claim because his decision might affect his wife's distributive share under the Estate of William E. Murray.

44. Under the terms of William E. Murray's Will and Trust, Brianna Murray stands to receive 8% of the Murray Estate after debts have been paid.

45. Payment of the debt owed to Minnie H. Murray Estate will substantially diminish the value of the Estate of William E. Murray and could reduce the distributive share due Brianna Murray.

46. I am informed and believe that Mr. Smith should not be in the position to either approve or deny the claim because his decision might affect Brianna Murray's

distributive share under the Estate of William E. Murray and subject Mr. Smith to a claim of conflict of interest by Brianna Murray.

Pamela Holmes Murray

Pamela Holmes Murray

This 3rd day of April, 2013
Charleston, SC

Sworn before me this 3rd day of April, 2013

(SEAL)
Notary Public for the State of Maryland
My Commission Expires: January 13, 2016

NICHOLAS V. CHI
COMM. EXP.
NOTARY
PUBLIC
JANUARY 13, 2016
MONTGOMERY COUNTY, MD

April 6, 1984

Mr. Hilton Smith
233 South Prospect Street
Hagerstown, Maryland 21740

Dear Hilton:

This letter is to request and authorize your representation of the three beneficiaries of the Estate of Minnie Holmes Murray, deceased, with specific regard to the following items:

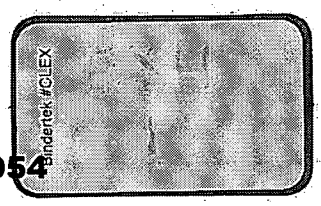
1. The exchange of the note from William E. Murray to the estate in the amount of $240,000 for William E. Murray's Sea Island property, subject to the following:

   a. Interest due and accrued on this note through the closing date of the exchange will accrue interest thereafter of 12% until October 31, 1984, when interest will be paid in full by William E. Murray, payment being of utmost urgency and timeliness being of utmost essence.

   b. The estate will assume the first mortgage from Glenn Federal Savings (understood to have a current balance of approximately $100,000) as of the closing date. All prior payments are to be made by William E. Murray.

   c. The estate will assume the note to Mary D. Harrington (understood to be approximately $30,000) and she will release the property of any and all life interest that she may have in the Sea Island property as of the closing date (all prior payments are to be made by William E. Murray).

   d. William E. Murray will forgive, pay, or assume all other liens, notes, mortgages, or other obligations attached to the Sea Island property.



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e. The fair market value appraisal of the Sea Island property must be at least $400,000, including furnishings, and net fair market value (fair market value less all liens or other evidences of indebtedness) must total at least $250,000.

f. Clear title to both house and furnishings must be conveyed.

g. William E. Murray will assume any fees and costs incurred as a result of this transaction.

2. William E. Murray will continue to be obligated to repay $385,000 to the estate, as acknowledged by the note in the estate dated October __, 1978, and previously exchanged for New England Life Insurance Company Policy Number #2643459, to be exchanged for the total of $385,000 face plus the estate's investment in said policy since October __,1978, (premiums less cash value), bearing interest since that date of 15% per annum, payable upon death of William E. Murray, and secured by his interest in _____.

Please feel free to consult with us on these matters and do not commit to anything other than the above without verbal approval from all three beneficiaries. The purpose of this transaction is to be made whole and secure according to the original spirit and intent of the note of October __, 1978.

Very truly yours,

Pamela H. Murray Smith

Elizabeth E. Murray, Administratrix

Catherine P. Murray Smith

October 2, 1991

Good letter

Mrs. Pamela Murray Stack
395 Oak Glen Drive
Marietta, Georgia 30068

Mrs. Elizabeth Murray Kelly
737 Park Avenue, Apt 3B
New York City, New York 10021

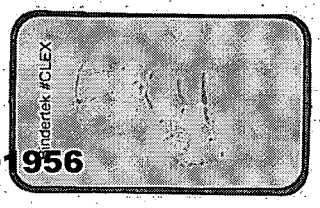
Dear Liz and Pam:

Over the past several years I have from time-to-time questioned where the funds have been appropriated from the Estate of Minnie Holmes Murray. Occasionally, I have received a partial answer, never have I received any kind of statement, even on an annual basis, and quite frequently, I have after-the-fact or never at all been consulted as to loans which you seem to agree upon between yourselves.

I also am very concerned about the dissolution of the estate through probate into a trust, and then into three trusts. Two years ago everything was "we're almost there; Tom Berner has presented the application and we're waiting for the court to appoint a date." Now Gail still has two years of accounting yet to do on files which she only now realizes she needs or is requesting from Arthur Anderson.

I realize that between the accounting process which has been handled in Atlanta because of Pam's initial work with the Estate and the obvious need to have the legalities of probate, etc. handled in New York, that I, in Maryland, am out of the knowledge stream of many small but necessary facts relating to day-to-day activities. There is however, the very unpleasant but realistic fact that the Estate has diminished from over one million dollars in assets to what appears to be approximately two hundred thousand dollars in assets and approximately two hundred thousand dollars in accounts receivable in the form of loans to the three of us. These figures are exclusive of Columbia Office Supply Company on the unsecured note due us from William E. Murray. Therefore, between Estate taxes (@ $100,000?), market losses (@ $300,000?) and other diminishing activities ($200,000 - $300,000?), we now have assets of less than 40% of what we had ten years ago. This makes me extremely uncomfortable and more than a little unhappy. No doubt you are both equally displeased with our "growth" rate.

I would love to have more specific knowledge, but in that I do not know what the deposits or disbursements to/from our brokerage account are from/for, nor what



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disbursements have been made from the checking account, nor what legal retainers have been paid to cover whatever, nor where we stand regarding whatever accounting has or has yet to be done, I am at a loss.

I consider it a necessity to receive an activity report on a monthly or quarterly basis as to disbursements/income and an annual disclosure of year-to-date compilations. With the limited amount of activity, I don't think this would be much more involved than the monthly report we all receive from Uncle Jimmy.

All of us lead very busy lives. At this point it is extremely necessary that these accounting and legal matters be finalized, efficiently and expeditiously. I would like to request that we have a "third party" handle the finalization of these matters. Hilton has offered to do so previously, and again now, especially in that we have the available services of an in-house accountant who he is willing to bill out at $10.00/hour. He would handle any legal or non-accounting related items. If you would rather, Dan has also offered, and is obviously qualified to "get the job done." Either way, I feel very strongly that if we do not put the finalization of these matters into the hands of a third party, that two years further down the road we will be at the same point of "we're almost there" with a probable further decline of assets.

There is also the matter of the note from our father which all of us are hesitant to discuss with him. He is in a better-than-usual cash position currently and I suggest that we have Bill McDaniel send him a letter reminding him of his obligation, summing up the accrued principal and interest payments due, and requesting payment. Whether or not he honors his debt at this time, we need to remind him of it, especially prior to the dissolution of the Estate. It will be much harder for us to handle this once we have individual trusts. Bill McDaniel is familiar with this in that he wrote the agreement. No doubt he will have to refamiliarize himself with it, but he would be far less expensive than engaging someone else on this matter, and he also interacted fairly well with our father. Hilton or Dan would also be able to act as our representative without the emotional trauma we incurred several years ago.

I would appreciate any response or information as to what has happened or what is happening.

Love,

Catherine

Catherine

P.S. I am enclosing a copy of a letter I have sent to Uncle Jimmy, re: HSLP

GAIL MARGOLIES REID CPA PC

HILTON + DPK

October 19, 1992

VIA FEDERAL EXPRESS

717 Cherokee Avenue
Atlanta, Georgia 30315
404 624-9732
404 622-2514 FAX

Mr. Hilton Smith
50 Summit Avenue
Hagerstown, Maryland 21740

Dear Hilton:

As you have requested, and with authorization from Elizabeth Murray, Administratrix for the Estate, I am enclosing copies of the 1989, 1990 and 1991 income tax returns for the Estate of Minnie Holmes Murray. Also enclosed are the schedules of loans from the Estate to each of the three beneficiaries, and the computation of accrued interest on the loan receivable from William E. Murray.

I have included herein copies of the letters I have written today to Pamela and Catherine, so you will know what has been sent to the beneficiaries directly.

If you have any questions regarding the enclosed, please do not hesitate to contact me.

Very truly yours,

GAIL MARGOLIES REID, C.P.A., P.C.

By Gail Margolies Reid
Gail Margolies Reid

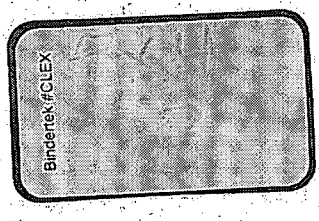
Enclosures

cc: Ms. Elizabeth E. Murray

American Institute of Certified Public Accountants

Georgia Society of Certified Public Accountants

AICPA Division of CPA Firms Private Companies Practice Section



Hilton C. Smith, Jr.
50 Summit Avenue
Hagerstown, Maryland 21740
301 733-4366

November 13, 1992

Ms. Gail Margolies Reid
717 Cherokee Avenue
Atlanta, Georgia 30315

RE: ESTATE OF MINNIE HOLMES MURRAY

Dear Ms. Reid:

Elizabeth, Pam and Catherine have agreed to meet in Atlanta on the 12th of December to complete a full review of the estate's books and records. They request that the following information be available at your office for their review from 1981 forward:

1) Statements and canceled checks for all checking accounts of the estate;

2) All statements from Drexel Burnham and Janney Montgomery Scott;

3) Copies of tax returns and back-up schedules;

4) A schedule of all loans and interest history to the estate for Pam, Elizabeth, or Catherine;

5) A listing of all assets and liabilities;

6) All information available that would be necessary to determine the value of the insurance policy the estate has on William E. Murray's life, and to determine the economic value of continuing the policy in effect.

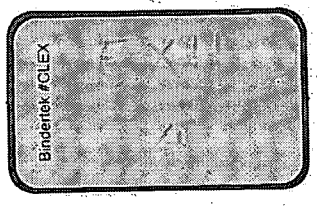
Upon the completion of this review, it is the intention of the beneficiaries to liquidate the estate. Should there be any other information which you believe is important to review, please advise.

Very truly yours,

Hilton C. Smith, Jr.

Holmes-M\Reid

c: Pamela M. Stack
Elizabeth E. Murray
Catherine M. Smith
Daniel P. Kelly



HCS Management, Inc.

50 Summit Avenue, 7th Floor
Hagerstown, Maryland 21740
(301) 733-4365

FAX (301) 733-5675

November 4, 1992

Mrs. Pam Stack
395 Oak Glen
Marietta, Georgia 30067

RE: THE ESTATE OF MINNIE HOLMES MURRAY

S T A T E M E N T

Week Ending 10/17/92	3.5 hours
Week Ending 10/24/92	5.0 hours
Week Ending 10/31/92	5.0 hours
TOTAL	13.0 HOURS

Bill Rate $50.00 per hour

TOTAL DUE..... $675.00

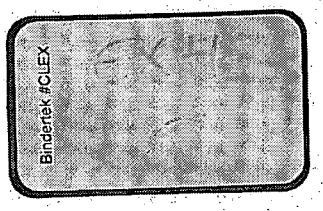
Please apply this to the $12,500 note due from me to the estate.

Very truly yours,

HCS MANAGEMENT, INC.

Hilton C. Smith, Jr.

c: Katie



Holmes-M\HCS-Inv

Hilton C. Smith, Jr.
50 Summit Avenue
Hagerstown, Maryland 21740
301 733-4366

January 12, 1992

Mrs. Pam Stack
395 Oak Glen
Marietta, Georgia 30067

RE: THE ESTATE OF MINNIE HOLMES MURRAY

S T A T E M E N T

12/13/92	4 Hour	Meeting Pam, Liz, Catherine, Gail Reid
12/21/92	1 Hour	Gail Reid/Insurance
01/11/93	1 Hour	Gail Reid, Liz Insurance - Close of JMS
TOTAL	6 HOURS	

Bill Rate $50.00 per hour

TOTAL DUE..... $300.00

DATE OF LIQUIDATION OF ESTATES ASSETS

Very truly yours,

HCS MANAGEMENT, INC.

Hilton C. Smith, Jr.

c: Katie

PLUS EXPENSES RENDERED FOR HIS TRIP. I BELIEVE I GAVE YOU A COPY OF THIS... DOG SITTER ALREADY, BAGGAGE TIPS, MEALS, ETC.

Catherine/Hilton's travel to Atlanta

180 mile @ 28¢/mi	50.40
~~Childcare~~, etc	100.00
parking, BWI	25.00
luggage handling - 2 ways	26.00
dinner 12/11/92	90.75
tickets CPMS + HCS	646.00
car rental	72.00
gas	15.00
	$1025.15

Hilton C. Smith, Jr.
50 Summit Avenue
Hagerstown, Maryland 21740
301 733-4366

TO: Elizabeth Murray
Pamela Stack
Catherine Smith

FROM: Hilton C. Smith, Jr.

RE" Estate of Minnie H. Holmes

DATE: December 2, 1992

As you all know, we are meeting on the 12th of December with Gail to wind up the affairs of the estate. In addition to review of the records we have asked Gail to assemble, and the final determination of what amount of distribution is due each of you, we need to address the following issues:

1) How we are going to handle the life insurance policy on William E. Murray. At this time the cash value is approximately $30,000. The three of you need to decide whether to continue or cash in the policy. Gail has promised to be in a position to discuss this matter with us.

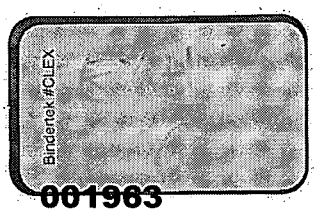
2) A letter needs to be prepared to Uncle Jimmy advising him that each of you at this point will continue to receive 1/3 of the estate's interest and the Huger Street Limited Partnership assets.

3) We have been promised from Tom Berner a hold harmless agreement will be provided to us that provides for each of you releasing the other from any and all claims and a further release to Elizabeth as executrix.

4) The balance of monies due from William E. Murray. We will have to decide how to handle this ongoing asset of the estate, i.e. divisible by three or a community interest in which the three of you continue to be involved.

I look forward to seeing all three of you on the 12th. I will do everything possible to assist you in meeting your goal in winding down the estate completely by the conclusion of that meeting.

c: Dan Kelly



DEVELOPMENT OFFICES
50 SUMMIT AVENUE, 7TH FLOOR
HAGERSTOWN, MARYLAND 21740
(301) 733-4365

FAX COVER SHEET

DATE: 12-11-97

TO: Ed Burns

FAX: [illegible] PHONE:

FROM: Kevin Smith

FAX: (301) 733-5027

PROJECT:

MESSAGE:

NUMBER OF PAGES INCLUDING THIS PAGE: 3

IF YOU HAVE ANY PROBLEMS RECEIVING THIS MATERIAL
PLEASE CALL (301) 733-4365

CONFIDENTIALITY NOTICE

This facsimile contains confidential information that may also be legally privileged and that is intended only for the use of the addressee(s) named above. If you are not the intended recipient, or the agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination or copying of this facsimile, or taking of any action in reliance on the contents of this information, is strictly prohibited. If you have received this facsimile in error, please notify us immediately by telephone and return the entire facsimile to us via the U.S. Mail.

Thank you!

Binderek #CLEX

CERTIFIED MAIL

December 12, 1992

William E. Murray, President
East Bay Company
Post Office Box 1298
Charleston, South Carolina 29402

Default Notice Under Agreement
Among Pamela Holmes Murray Smith,
Elizabeth Edwards Murray, Catherine Peronneau
Murray-Smith and William Edwards Murray
Dated April 22, 1980

Dear Mr. Murray:

This letter is to provide you with written notice of default because you have defaulted in your obligation under the above Agreement to make the payments required to be made pursuant to paragraph 1 of the above Agreement. As you are aware, the consequences of your default pursuant to the above Agreement are that the interest rate on your unpaid installment has been automatically increased to 18% for the period in which it is unpaid and, if you fail to cure your default by making the required payments within 12 months after the date of this notice is mailed to you:

"All remaining payments shall, at the option of Daughters, immediately mature and become due and payable in full."

Very truly yours,

Daughters, both individually and as heirs of their mother, Minnie Holmes Murray

Pamela Holmes Murray Smith

Elizabeth Edwards Murray

Catherine Peronneau Murray-Smith

Holmes-M\A-Default

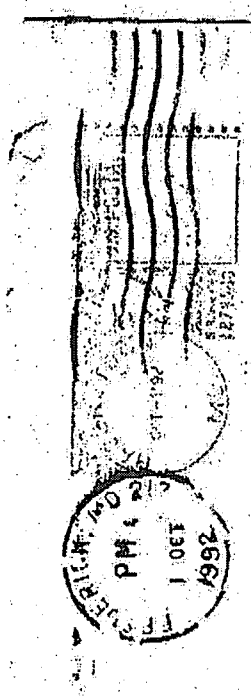
Please allow this to authorize Hilton Smith and Daniel Kelly to act on behalf of the Estate of Minnie Holmes Murray and myself, (Pamela Murray Stack)/(Elizabeth Murray Kelly)/Catherine Murray Smith) with regard to obtaining or giving information, and authorizing actions pertinent to any accounting process, legal services or Probate Court actions. It is the wish of myself and the co-beneficiaries of the Estate that all matters be handled as expeditiously as possible while maintaining prudence as to the cost thereof.

Pamela Murray Stack — Date

Elizabeth Murray Kelly — Date: Oct 9 1992

Catherine Murray Smith — Date: October 1, 1992

Catherine\Estate



001966

Bindertek #CLEX

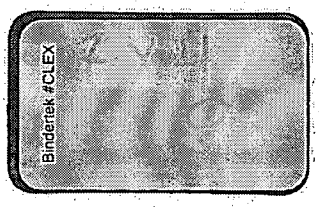
SUN FILES

Inn at Quogue
52 Quogue Street
Quogue, NY 11959
(212) 653-6560/8026 (FAX)

This document serves to confirm that WEMurray acknowledges that Elizabeth E. Murray has lent The Inn at Quogue and its restaurant various monies and covered various expenses on its behalf and forgone salaries due to her at various times totalling on or about $50M since last July1,1999. WEMurray agrees to pay her back these monies and accrued interest thereon at the rate of $2M per month beginning on May 1, 2000 towards this principle and interest.

Elizabeth E. Murray agrees to supply to WEMurray an accurate accounting of these debts with invoices attached by the end of April, 2000 so that all parties are in agreement as to the total monies owed. All Parties agree that payment against this debt will be paid by WEMurray and will not be sourced through Inn at Quogue cash flow or its restaurant's cash flow unless later agreed otherwise.

4/7/00



EEM006448

DECEMBER 12, 1992

MEMORANDUM

TO: William E. Murray

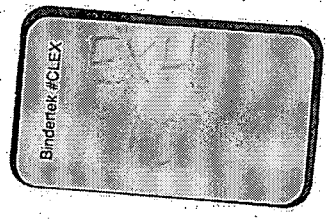
FROM: Pamela Murray Stack, Elizabeth E. Murray and Catherine Peronneau Murray Smith

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



EEM006955

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, Fulton County, Georgia
My Commission Expires Jan. 15, 1994

Notary Public

EEM006956

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. 14, 1994

Notary Public

EEM006957

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 Jan. 16, 1994

Notary Public

EEM006958

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF CHARLESTON	)	CASE NO.: 2007-ES-10-1116
	)	
	)	
	)	
IN RE: ESTATE OF WILLIAM E. MURRAY	)	**AFFIDAVIT OF ELIZABETH EDWARDS MURRAY**
	)	
	)	
	)	
	)	

Personal background:

1. I am Elizabeth Edwards Murray, the daughter of William Edwards Murray and Minnie Holmes Murray, born October 11, 1953.

2. I have a BS in Finance from University of Pennsylvania, Wharton School of Finance.

3. I have an Associates Degree in interior design from the NY School of Interior Design.

4. I have two sisters born of these parents: Pamela Holmes Murray, born October 21, 1951 and Catherine Perroneau Murray Smith born December 28, 1954.

5. My mother Minnie H. Murray died on June 18, 1967.

6. My father owed my mother certain monies at the time of her death and the claim for this debt passed to my mother's Estate at the time of her death.

7. My father died testate on August 4, 2007. His will is presently in Probate before this court.

8. Hilton C. Smith, husband to my sister Catherine, is a Co-Representatives of the Estate of William E. Murray along with James Ma.

9. My mother's Estate, the Estate of Minnie H. Murray is a creditor of my father's Estate, the Estate of William E. Murray. My sisters Catherine and Pam and I are beneficiaries of the Estate of Minnie H. Murray and in that capacity, we are creditors of my father's Estate.

10. I am the owner of Elizabeth Stylesetters.

11. Elizabeth Stylesetters provided design services to William E. Murray personally and his business.

12. William E. Murray agreed to reimburse Elizabeth Stylesetters for the services provided and did so in part.

13. At the time of his death, William E. Murray owed Elizabeth Stylesetters certain sums of money.

14. Elizabeth Stylesetters is a creditor of William E. Murray's Estate.

15. As I set forth below, I believe Hilton C. Smith has a conflict of interest that disqualifies him from serving as the Co-personal representative of the Estate of William E. Murray for the purposes of adjudicating the claims of Minnie H. Murray's Estate and the claims of Elizabeth Stylesetters. I believe James Ma should also be disqualified because Mr. Ma works for Mr. Smith and exercises no independent judgment.

16. In summary, I believe that Hilton C. Smith cannot fairly evaluate the claims of the Estate of Minnie H. Murray and Elizabeth Stylesetters for the following reasons:

(a) Mr. Smith was employed by The Estate of Minnie H. Murray to negotiate the original obligation that gives rise to the claim and he should not be put in the position of making a decision on the payment of the debt that he negotiated;

(b) Mr. Smith is a beneficiary of the Estate of William E. Murray and his share in the Estate may be diminished if the claim of the Estate of Minnie H. Murray is paid;

(c) Mr. Smith's wife is a beneficiary of the claim of the Estate of Minnie H. Murray such that if he approves the claim, he would be subject to charges of conflict of interest by other beneficiaries of the Estate of William E. Murray;

(d) Mr. Smith and I have a continuing and irreconcilable personal conflict such that we do not speak to each other.

Background for note:

17. My parents (listed above) were divorced in March 9, 1967.

18. At the time of their divorce, my father owed a debt to my mother in the amount of $142,685. This debt arose because my mother had pledged personal securities as collateral for a loan to my father previous to their divorce. The divorce agreement acknowledged this debt as valid and owing.

19. My mother died on June 18, 1967 whereupon the indebtedness transferred to her estate, the appointed Executor being Leon Dallas Murray, our father's brother.

The new note:

20. I was named successor Executrix for the Estate of Minnie Holmes Murray on August 22, 1975, replacing our uncle. My sister Pam performed an accounting in order to determine the amount due the Estate.

21. Subsequently, I met with my father, I believe, in March of 1976 at his home in NYC, NY to discuss the debt he owed the Estate and to agree on a new amount with accrued interest for which a new note would be written.

22. I contacted attorney Bill McDaniel in Atlanta, GA to prepare a new note and agreement. There were many drafts and after many changes it was agreed upon and signed on April 22, 1980. The new amount of his indebtedness with accrued interest came to $240,000. The new $240K note called for a three year delay until the first payment with no accrued interest during that period, then interest payments only for a period of three years, after which payments would include both principal and interest for a period years.

23. Our father made some payments on the note before we learned that he was not living up to all the terms of the settlement agreement.

Hiring Hilton Smith to negotiate the debt:

24. Our sister Catherine suggested we enlist her husband, Hilton Smith to help us secure payment on the debt. Hilton was married to my sister Catherine and worked for my father. All sisters agreed and we authorized Hilton to act on our behalf by letter dated April 06, 1984, marked as an Exhibit 1 hereto. Our father made a few payments and then stopped payment.

25. Once again Catherine suggested we enlist her husband, Hilton Smith to help us secure payment on the debt. Catherine's letter to us dated October 2, 1991 is marked an Exhibit 2- hereto.

26. On October 9, 1992, we authorized Hilton Smith and Daniel Kelly to act on behalf of the Estate of Minnie Holmes Murray with regard to obtaining or giving information and authorizing actions pertinent to any process, legal services or Probate Court actions. (Exhibit 8)

27. Hilton gathered information from the accountants as can be seen from the correspondence dated October 19, 1992 and November 13, 1992 November 20, 1992 marked as an Exhibits 3 & 4.

28. On December 02, 1992 Hilton outlined his proposal for proceeding to resolve the debt issue, attached hereto as an Exhibit 6.

29. On December 11, 1992 Hilton prepared and faxed to my sister, a letter he drafted for our signature, to be sent to our father. This letter is attached and as Exhibit 7. We signed and mailed the demand.

30. On December 12, 1992, at the advice of Hilton C. Smith, Catherine, Pam, and I entered into a mutual agreement that all obligations due under the note dated April 22, 1980 are community property between us, on a joint, not several basis. (Exhibit 10)

31. Hilton charged us a fee for his services Exhibit 5, which included meeting with my father and drafting a letter for my father's signature, whereby my father confirmed his debt in the amount shown in the closing papers and whereby we made a formal "demand" for the monies due so as to keep the loan from becoming "stale". I believe that he faxed that letter to my father from his own office in Hagerstown.

32. In August 2001 I spoke with Hilton about the state of the debt. Hilton explained that he had procured a statement from my father, written to Signet Bank in Maryland, acknowledging and reaffirming the debt.

Background for annual renewal letters:

33. Hilton attended our "closing" of the Estate in Atlanta in 1992 after conferring with us and counseling us as to how to work with my father on his debt. In addition, he charged $50/ hr for his work on this during the year plus the settlement period, and

charged for his trip to Atlanta as well. My husband at the time, Dan Kelly, also did summary accounting work and charged for his time as well.

34. Thereafter, our attorney and accountant advised me to periodically "demand" the monies due in writing to my father and to serve such notice to him personally so that there could be no pretense of not being aware of the notice of default and demand.

35. Every other year at our Christmas luncheon, I delivered a notice of default and demand to my father.

36. Over the years, on so many occasions that I could not possibly count them, my father would tell us that "all of that money" he owed to the Estate of Minnie Murray would pass to us tax free from his estate with the accrued interest at 12% per annum and that his estate would also avoid taxation on that part of his estate as it would be considered a creditor claim. He was always very clear that his intention was for this amount to be repaid, either before or after his death. Basically, anytime there was any issue re: money or need on our part, where we could have used access to that inheritance, he mentioned this.

Background of debt owed to Elizabeth Stylesetters:

37. Elizabeth Stylesetters agreed to provide management services for The Inn ~~and~~ at Quogue, one of the properties owned by William E. Murray in New York, and remodeling and interior design services for various other properties owned by William E. Murray, in July of 1999 as evidence by William E. Murray's letter dated April 7, 2000. (Exhibit 9).

38. That my father, William E. Murray agreed to pay me as the owner of Elizabeth Stylesetters, an amount of $2,000 per month towards the services provided.

39. That my father made monthly payments towards this debt until July, 2007.

40. That after that time Mr. Smith undertook the handling of the payments due to Elizabeth Stylesetter and failed to make the payments due.

Other beneficiaries:

41. Brianna Murray is a daughter of William E. Murray and a beneficiary of the Estate of William E. Murray.

42. Brianna Murray is not a beneficiary of the Estate of Minnie Murray.

43. Payment of the claim of the Estate of Minnie Murray might affect the amount to which Brianna Murray might otherwise be due.

The conflict:

44. Mr. Smith is now the personal representative of the Estate of William E. Murray and is now in the position to decide whether the claim of the Estate of Minnie H. Murray should be paid. Despite the fact that Mr. Smith negotiated the original note, he has denied the debt.

45. Mr. Smith is not a beneficiary of the Estate of Minnie H. Murray.

46. I am informed and believe that Mr. Smith should not be in the position to either approve or deny the claim because he represented us in negotiating the original debt.

47. In addition to the above, under the terms of William E. Murray's Will and Trust, Hilton C. Smith stands to receive 8% of Mr. Murray's estate, after debts have been paid.

48. I am informed and believe that Mr. Smith should not be in the position to either approve or deny the claim because his decision might affect his distributive share under the Estate of William E. Murray.

49. In addition to the above, under the terms of William E. Murray's Will and Trust, Catherine Smith (Mr. Smith's wife) stands to receive 8% of Mr. Murray's estate, after debts have been paid.

50. I am informed and believe that Mr. Smith should not be in the position to either approve or deny the claim because his decision might affect his wife's distributive share under the Estate of William E. Murray.

51. In addition to the above, under the terms of William E. Murray's Will and Trust, Brianna Murray stands to receive 8% of the Murray Estate after debts have been paid.

52. Payment of the debt owed to Minnie H. Murray Estate and Elizabeth Stylesetters will substantially diminish the value of the Estate of William E. Murray and could reduce the distributive share due Brianna Murray.

53. I am informed and believe that Mr. Smith should not be in the position to either approve or deny the claim because his decision might affect Brianna Murray's distributive share under the Estate of William E. Murray and subject Mr. Smith to a claim of conflict of interest by Brianna Murray.

54. I am informed and believe that because of his personal enmity toward me, Mr. Smith is not capable of making a fair and impartial decision regarding a claim from which I would benefit.

Elizabeth Edwards Murray

This 3 day of April, 2013
~~Charleston, SC~~ New York, New York

Sworn before me this 3 day of April, 2013

ROBIN LOGUIDICE
Notary Public, State of New York
No. 02LO4980725
Qualified In New York County
Commission Expires April 29, 2015

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 MATTER OF: WILLIAM E. MURRAY)

IN THE PROBATE COURT

PETITION FOR FINDING

PROBATE COURT 100 07 JUL 27 PM 2:02

CASE NUMBER: 2007-GC-10-

☐ **INCAPACITY**
☒ **APPOINTMENT OF**
☒ **GUARDIAN**
☐ **SUCCESSOR GUARDIAN**

Applicant/Petitioner: Pamela Holmes Murray
Address: 1561 Brianna Lane, Charleston, SC 29412
Telephone: (843) 795-5673

I. **ALL PETITIONERS MUST COMPLETE THIS SECTION.**

1. Nature of interest of undersigned: Daughter

2. Information -- Allegedly Incapacitated Person

Name: William E. Murray Age: 81
Date of Birth September 1, 1925
Address: One Vendue Place
City/State/Zip: Charleston, SC 29401
Telephone: (843) 722-0400

To my knowledge, above named ☐ *DOES* ☐ *DOES NOT* have a health care power of attorney.
To my knowledge, above named ☐ *DOES* ☐ *DOES NOT* have a living will (Declaration of a Desire for a Natural Death.)

3. Venue for this proceeding in this county because the subject:

☒ resides in this county.
☐ is present in this county.
☐ is admitted to an institution pursuant to an order of a court of competent jurisdiction in this county.

4. Information—Family of allegedly incapacitated person, including dates of birth of minors. If there are no minors, so state.

Name	Date of Birth	Address	Relationship to Incapacitated Person
Pamela Holmes Murray	Adult	1561 Brianna Lane Charleston, SC 29412	Daughter
Elizabeth Edwards Murray	Adult	737 Park Avenue New York, NY 10021	Daughter
Catherine Peronneau Murray Smith	Adult	5031 Old York Court Hollywood, SC 29449	Daughter
Alexandria Brianna Hope Wilder Murray	Adult	1290 Apex Lane Charleston, SC 29412	Daughter
Courtney Anne Koenig	Adult	Duerrberg Str. 28 82335 Berg Germany	Possible Daughter
Hilton C. Smith, Jr.	Adult	5031 Old York Court Hollywood, SC 29449	Son-In-Law
Helen R. Flynn	Adult	One Vendue Place Charleston, SC 29401	Companion

FORM #530PC (2/2004)
62-5-301, 62-5-302, 62-5-303, 62-5-304, 62-5-305
62-5-307, 62-5-309, 62-5-310, 62-5-311

(use additional sheet if necessary)

5. The nature and degree of incapacity is as follows: William E. Murray has an advanced stage of Parkinson's disease. The Petitioner does not believe that her father is receiving appropriate level of care and has restricted visitation. Her father has expressed to the Petitioner that he would like to receive treatment from a specialist in New York and his companion has refused to allow him to do so. Her father has also been denied the ability to receive treatment at a local rehabilitation center.

II. **COMPLETE THIS SECTION IF APPOINTMENT IS SOUGHT.**

1. Is it your belief that the allegedly incapacitated person is in need of a guardian/successor guardian as a means of providing continuing care and supervision of the person of said incapacitated person?
☒ YES ☐ NO If no, please explain.

2. The extent to which the guardian should be permitted to give consents or approvals that may be necessary to enable the allegedly incapacitated person to receive medical or other professional care, counsel, treatment or services is as follows:
Petitioner believes that her father needs full assistance and that a guardian be fully authorized to enable same.

3. The nature and extent of the care, assistance, protection, or supervision which is necessary or desirable for the allegedly incapacitated person under the circumstances is as follows:
Petitioner believes her father is under undue influence and control and thus is in need of a Guardian fully authorized to provide care, assistance, protection and supervision to whatever reasonable end the said Guardian believes to be appropriate.

4. Has a guardian appointed by a Will accepted such appointment?
☒ NO ☐ YES If yes, please explain.

5. I request the appointment of:

Name: Pamela Holmes Murray
Address: 1561 Brianna Lane
Charleston, SC 29412
Telephone (O): _____
(H): (843) 795-5673
E-mail: _____

whose priority for appointment as guardian for the subject is as follows:

☐ a person nominated to serve as guardian by the allegedly incapacitated person
☐ an attorney-in-fact appointed by the allegedly incapacitated person pursuant to Section 62-5-501
☐ spouse of the allegedly incapacitated person
☒ adult child of the allegedly incapacitated person
☐ parent of the allegedly incapacitated person
☐ other relative of the allegedly incapacitated person (Specify): _____
☐ nominated by the person who is caring for the allegedly incapacitated person or paying benefits to him/her
☐ Other (specify) _____

6. Is it necessary to appoint a temporary guardian for the subject until a hearing can be held on this Petition?
☐ NO ☒ YES If yes, please state reasons.

Petitioner believes her father is under undue influence and control and thus is in need of a Guardian fully authorized to provide care, assistance, protection and supervision to whatever reasonable end the said Guardian believes to be appropriate.

III. **ALL PETITIONERS MUST COMPLETE THIS SECTION.**

1. ☒ I request that the Court set a time and place of hearing on this Petition and that the Court determine that the above person is incapacitated.

2. ☒ I request that the Court determine that the need for the appointment of a guardian is proper, and that the Court appoint Pamela Holmes Murray as the guardian for the above person: and that Letters of Guardianship be issued to the guardian.

3. The following persons are required by statute to be given notice of the time and place of hearing on this Petition: (SCPC 5-309)

Name	Address	Relationship
William E. Murray	One Vendue Place Charleston, SC 29401	Alleged Incapacitated Person
Pamela Holmes Murray	1561 Brianna Lane Charleston, SC 29412	Daughter
Elizabeth Edwards Murray	737 Park Avenue New York, NY 10021	Daughter
Catherine Peronneau Murray Smith	5031 Old York Court Hollywood, SC 29449	Daughter
Alexandria Brianna Hope Wilder Murray	1290 Apex Lane Charleston, SC 29412	Daughter
Courtney Anne Koenig	Duerrberg Str. 28 82335 Berg, Germany	Possible Daughter
Hilton C. Smith, Jr.	5031 Old York Court Hollywood, SC 29449	Son-In-Law
Helen R. Flynn	One Vendue Place Charleston, SC 29401	Companion

VERIFICATION

The undersigned, being sworn states: That the facts set forth in the foregoing statement are true to the best of the undersigned's knowledge, information and belief.

SWORN to before me this 27 day of July, 20 07

Amanda Pratt

Notary Public for South Carolina

My Commission Expires: 11/7/2014

Signature: Pamela Holmes Murray

Name: Pamela Holmes Murray

Address: 1561Brianna Lane
Charleston, SC 29412

E-mail:

Telephone (O):

(H): (843) 795-5673

Attorney: Stephen M. Slotchiver

Address: 44 State Street
Charleston, SC 29401

E-mail:

Telephone (O): (843) 577-6531

QUALIFICATION AND STATEMENT OF ACCEPTANCE

I accept this appointment and agree to perform the duties and discharge the trust of the office of Guardian of the incapacitated person of William E. Murray.

SWORN to before me this 27 day of July, 20 07

Amanda Ervin

Notary Public for South Carolina

My Commission Expires: 11/17/2014

Signature: Pamela Holmes Murray

Name: Pamela Holmes Murray

Address: 1561 Brianna Lane
Charleston, SC 29412

E-mail:

Telephone (O):

(H): (843) 795-5673

STATE OF SOUTH CAROLINA
COUNTY OF: Chas William Murray
IN THE MATTER OF: (4) 07-

IN THE PROBATE COURT

PETITION FOR ALLOWANCE OF CLAIM

CASE NUMBER: 07ES10-1116

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 + i 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): 212-628-8855
(H): 917-971-1245

Attorney: self-represented
Address:

Telephone:

FORM #373PC (7/87)
62-3-508, 62-6-426

Page 1 of 2

EXHIBIT 3
ALL-STATE LEGAL®

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	$6,260,845.70 + i (TOTAL) from 6/03/08 forward

Executed this day of , 20

_____

, Probate Court Judge

STATE OF SOUTH CAROLINA)
) IN THE PROBATE COURT
COUNTY OF: CHARLESTON)
) **NOTICE OF DISALLOWANCE OF CLAIM**
IN THE MATTER OF: Estate of William E. Murray)
) 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

605

STATE OF SOUTH CAROLINA)
) IN THE PROBATE COURT
COUNTY OF: CHARLESTON)
) **NOTICE OF DISALLOWANCE OF CLAIM**
IN THE MATTER OF: Estate of William E. Murray)
) CASE NUMBER: 2007-ES10-1116

FILED
08 AUG 21 PM 3:48
CHARLESTON COUNTY

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.

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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
118 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) 577-2055

08 AUG 22 PM 2:51
COPY

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

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)
) IN THE PROBATE COURT
COUNTY OF: CHARLESTON)
) **NOTICE OF DISALLOWANCE OF CLAIM**
IN THE MATTER OF: Estate of William E. Murray)
) 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)
62-3-606, 62-5-428

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
CHARLESTON COUNTY
PROBATE COURT
08 DEC -3 PM 1:15

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 INS POLICY } BOTH BEARING ACC. DEFAULT INT. THEREON 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
tabbies
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

PROBATE COURT
CHARLESTON COUNTY
08 JUN -3 PM 4:

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 diso 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.	$25,000
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