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 V

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INDEX

1. Order on Probate Appeal (*Affirmed*) dated August 14, 2018, and filed August 15, 2018 000003

2. Order to Amend Order Granting Motion for Summary Judgment signed November 13, 2017 000016

3. Order Granting Motion for Summary Judgment signed September 28, 2017 000034

4. Order Recognizing Authority of a Foreign Personal Representative signed by Judge Condon on August 15, 2014, and filed in West Chester County, New York on December 31, 2014 000050

5. Notice of Appeal to the SC Court of Appeals dated September 6, 2018 000057

6. Respondent's Motion to Dismiss Appeal filed in the Circuit Court on June 8, 2018 000063

7. Appendix filed with Appellants' Response in Opposition to Respondent's Motion to Dismiss Appeal dated June 11, 2018 000070

8. Supplemental Record on Appeal filed with the Circuit Court on June 19, 2018 .. 000641

9. Designation of Matter to be Included in the Record on Appeal in the Circuit Court on behalf of Respondent filed with the Circuit Court on January 19, 2018 001186

10. Initial Brief of Respondent The Estate of William E. Murray filed with the Circuit Court on March 20, 2018 001190

11. Appellant's Initial Brief filed with Circuit Court on January 19, 2018 001216

12. Notice of Appeal filed in the Probate Court on November 27, 2017 001241

13. Estate's Reply Memorandum in Support of Motion for Summary Judgment with all supporting exhibits filed with the Probate Court on July 24, 2017 001246

14. Claimant's Memorandum in Opposition to Motion for Summary Judgment with all Exhibits filed in the Probate Court on July 18, 2017 001391

15. Estate's Motion for Summary Judgment with Memorandum in Support and all supporting exhibits filed in the Probate Court on October 31, 2016 001552

16. Affidavit of Pamela Murray with Exhibits 001946

17. Affidavit of Elizabeth Murray with Exhibits 001972

18. Certificate Reopening Minnie Murray's Estate 001980

19. Guardianship Petition dated April 30, 2007 001981

20. Claimants' Petition for Allowance dated September 22, 2008 001986

21. PR Notices of Disallowance dated August 21, 2008 001988

22. Claim(s) filed on behalf of Estate of Minnie H. Murray and Stylesetters dated June 3, 2008 001993

23. Transcript of Appeal Hearing dated June 19, 2018 002007

24. Transcript of Probate Court Hearing on Motion for Summary Judgment dated July 25, 2017 002046

25. Deposition Transcript of Hilton Smith 002123

26. Deposition Transcript of Larry Bump 002160

27. Deposition Transcript of Gil Mestler 002188

28. Deposition Transcript of Dana Flavin 002212

29. Deposition Transcript of Jeff Young 002310

30. Deposition Transcript of Elizabeth Murray 002331

31. June 27, 2018 – Letter from Appellants' Counsel to Judge McCoy 002475

32. July 16, 2018 – Letter from Respondent's Counsel to Judge McCoy 002488

33. Certification of Counsel 002490

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,

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CHARLESTON COUNTY, SC

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
Name and Address printed and date

LARRY C Bump July 21, 2007

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

On Saturday, July 21, 2007, my neighbors, Pamela Murray and Larry Bump, were taking their father for a walk in his wheelchair past my house and I went out to say hello to them and her father (I was working in my garage at that time so I saw them passing). They asked me to come over later to witness a signature on a document that Mr. Murray wanted to sign. Mr. Murray told me to come have dinner with them but I was already having dinner with my mother. It was late Saturday afternoon and the bank was closed.

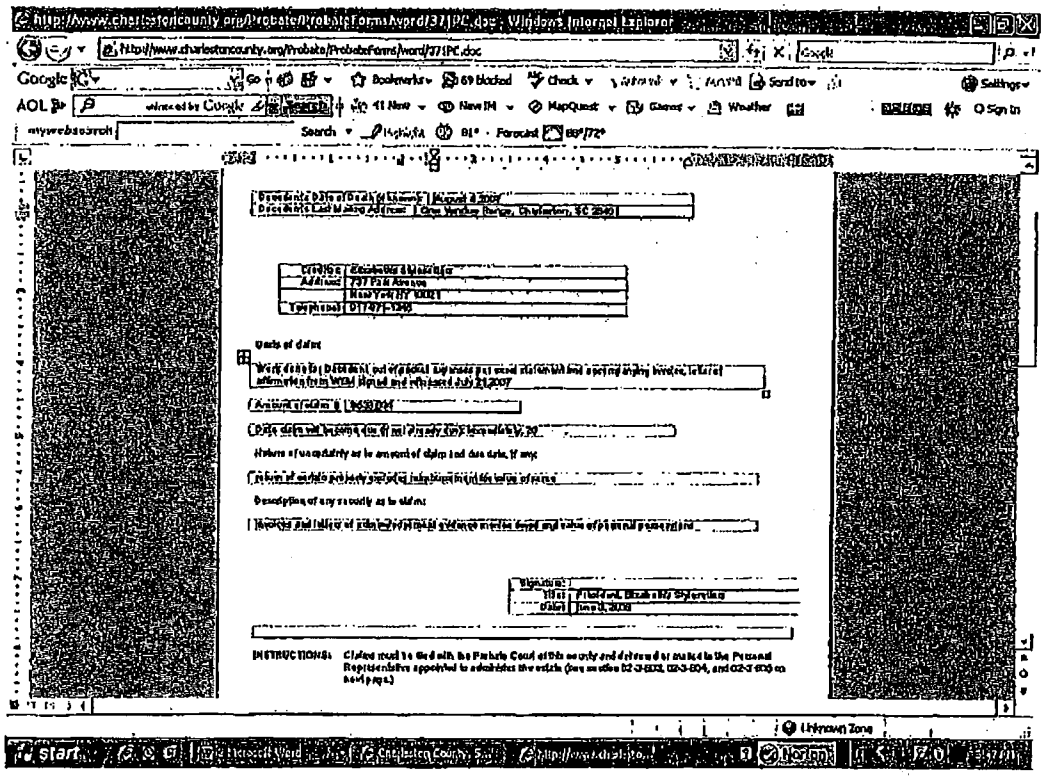
It was a two or three page document and from what I heard Pam reading it seemed to have something to do with repayment of some money and some stuff in an inn with an odd name, something about his own home in New York, some money relating to her divorce expenses, and confirmation of his gift of the house next door, which Mr. Murray told me "he was giving her". There was a figure mentioned that was over $100,000 but the house was not valued, just given. I knew that he had given his other daughters houses in this area so it seemed in line and reasonable and Mr. Murray was anxious to have it completed. I was aware that she had been furnishing it as furniture had arrived in the past showing her as the purchaser. Sometimes I had put deliveries into my garage when it was raining.

Pam read the document to him before he signed it. He seemed to know what it contained and to understand it and what he was signing and said he already knew what it said and seemed impatient at her reading it, although Pam insisted upon doing so. He seemed anxious to do this and said her wanted "all of his children to have houses near one another". When he first tried to sign it he could not connect the pen with the paper so I went and got a heavy duty marker for his to use because it had a larger circumference for him to grip. Although his writing was still quite shaky, this seemed to help. He completed signing it in their living room and then said he wanted to eat. He seemed clear so far as his understanding of what he was signing although he was not very conversational.

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

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

06/3/08



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PROBATE COURT
CHARLESTON COUNTY

40

SUMMARY OF CD-RW EXCEL SCHED

Description	Amount	Room 53	Condo	Spa/Gym
1999 Totals	61,323.79	4,420.84	0.00	1,112.43
1999 CC Interest	4,568.46			
2000 Totals	65,508.84	2,847.69	10,038.54	2,129.71
2000 CC Interest	12,020.73			
2001 Totals	4,792.68	457.07	154.21	0.00
2001 CC Interest	16,800.78			
2002 Totals	1,674.03	0.00	0.00	0.00
2002 CC Interest	21,164.59			
2003 Totals	$1,136.25	0.00	0.00	0.00
2003 CC Interest	26,292.52			
2004 CC Interest	32,752.61			
2005 CC Interest	40,901.52			
2006 CC Interest	47,114.33			
2007 CC Interest	34,882.54			
Yearly Grand Totals	134,435.59	7,725.60	9,884.33	3,242.14
Interest Grand Totals	236,498.07			
	370,933.66			

→ PG 2 spread

H/K	Small Cottage	Hotel General	Finance Charges	
1,358.75	43.01	54,277.25	111.51	61,323.79
			5,190.46	5,190.46
682.98	1,021.59	68,378.13	487.28	65,508.84
			13,938.05	13,938.05
0.00	1,349.31	2,622.44	209.65	4,792.68
			19,289.19	19,289.19
40.82	9.70	1,705.15	0.00	1,755.67
			24,146.82	24,146.82
0.00	0.00	1,136.25	0.00	1,136.25
			29,866.56	29,866.56
			37,035.92	37,035.92
			46,034.85	46,034.85
			54,310.48	54,310.48
			44,702.53	44,702.53
2,082.55	**2,423.61**	**128,119.22**	**808.44**	**134,517.23**
			274,514.86	**274,514.86**

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)
IN THE MATTER OF THE ESTATE)
WILLIAM EDWARDS MURRAY)
)

IN THE PROBATE COURT

PROOF OF DELIVERY

CASE NUMBER: 2007ES10-01116

08 AUG 22 AM 2:54
CHARLESTON COUNTY
FILED

On the 22ND day of August, 2008 I mailed or delivered the following document, a copy of the Notice(s) of Disallowance of Claim.

☒ A copy of which is attached hereto and incorporated herein, or
☐ The original of which is on file with the court and incorporated herein,

Delivery was accomplished by the following method (check appropriate box):

X personal delivery ☒ ordinary first class mail
__certified 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. Tuland

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

STATE OF SOUTH CAROLINA	)	THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	DOCKET NO. 2017-CP-10-5198
	)	
	)	
	)	
ELIZABETH MURRAY, et al	)	
	)	
Plaintiff	)	
	)	
vs.	)	
	)	
WILLIAM E. MURRAY	)	
	)	
Defendant	)	
	)	
	)	
	)	
	)	TRANSCRIPT OF RECORD

June 19, 2018
Charleston, South Carolina

B E F O R E:

THE HONORABLE JENNIFER MCCOY, JUDGE

A P P E A R A N C E S:

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WANDA JOHNSON, ESQ.
Attorneys for the Plaintiff

MOLLY HOOD CRAIG, ESQ.
Attorney for the Defendant

JOYCE C. RUEGER, CVR-M
Circuit Court Reporter

INDEX TO PROCEEDINGS

	PAGE
PROCEEDINGS	4
MOTIONS FOR EXTENSION OF TIME and NOTICE OF INTENT TO APPEAL FROM PROBATE COURT	
Remarks by Mr. Kefalos	5
Remarks by Ms. Craig	18
Reply by Mr. Kefalos	33
Response by Ms. Craig	36
CERTIFICATE OF THE COURT REPORTER	39

INDEX TO EXHIBITS

PLAINTIFF

No.	Description	PAGE Marked	Admitted
1	Agreement	5	5
2	Will of Minnie Murray	6	7
3	Letter dated 12/12/92	7	7
4	Dear Daddy letter	11	11
5	Note	16	16

DEFENDANT

No.	Description	PAGE Marked	Admitted
1	Agreement	23	23
2	Affidavit of Elizabeth Murray	24	24
3	Answer & Cross-petition	37	37
4	Probate Court Petition	38	38

PROCEEDINGS

THE COURT: Okay, Elizabeth Murray versus William Murray. Good morning. I show several motions for an extension of time it looks like and a notice of intent to appeal from Probate Court. I'm happy to hear from anyone who would like to start but before anyone speaks just make sure you give your name and the party you represent of course for the court reporter's benefit.

MR. KEFALOS: I'm George Kefalos and I'm one of the attorneys for the estate of Minnie Murray and Elizabeth Murray. And we're here pursuing an appeal from Judge Curry's order in lower Court. This [indicates] is Wanda Johnson. She is one of my co-counsels in this case. And there is also Steve Slotchiver and Barry Baker.

MS. CRAIG: Good morning, Your Honor. I'm Molly Craig with the Hood Law Firm and we represent the Murray estate. I'm here with Jean Marie Jennings from our firm and Hilton Smith is one of the co-trustees.

THE COURT: Thank you for being here. All right Mr. Kefalos this is your appeal from Probate Court is that correct?

MR. KEFALOS: Yes, ma'am.

MS. JOHNSON: Your Honor, before we start we omitted some documents from the record on appeal. I supplemented this morning.

THE COURT: Okay. Hand those up now by all means. Do you want mark these collectively as a group as a court's exhibit?

MS. JOHNSON: It's filed ---

THE COURT: --- you've already filed it downstairs?

MS. JOHNSON: We filed it downstairs this morning.

THE COURT: Okay, that's fine. We don't need to do that. All right.

MR. KEFALOS: May it please the court? This case arises as a result of two debts incurred by the estate of William Murray. The first is an obligation that Mr. Murray had to the estate of his late wife Minnie Murray and it dates from 1980. At that time in 1980 Mr. Murray signed an agreement acknowledging a debt to the estate of Minnie Murray. The principal amount of the debt at that time in 1980 was 240,000 dollars. I have a copy of that original note. I've highlighted the portions of the...

[Whereupon, Mr. Kefalos provides documents to the court]

THE COURT: I'm going to mark this as plaintiff's one then if that's suitable with you.

[Whereupon, plaintiff's exhibit number 1 is marked by the court reporter]

[Whereupon, plaintiff's exhibit number 1 is entered into evidence by the court]

MR. KEFALOS: The note reads in part that father, that's William Murray, acknowledges that he is indebted to the estate of Minnie Murray. And then further in that same paragraph thus daughters and father agree that the total amount of his indebtedness to the estate as of October 12, 1976 is 240,000 dollars and father agrees to pay that amount plus interest to the estate in the matter below. Now the interest is 12 percent at the default. Today the debt is well over 12 million nearly 16 million dollars.

Originally the estate of Minnie Murray, the will of Ms. Murray provided that all residuary materials in the estate would go to a trust and be divided equally among the three daughters; Pam, Liz, and Katherine. That meant that the debt was to the estate and the estate would pour it over into a trust and the trust would distribute it. The trust was designed to be the vehicle for the distribution. I have a copy of the original will of Minnie Murray.

[Whereupon, Mr. Kefalos provides documents to the court]

THE COURT: All right. It will be marked as plaintiff's 2 for purposes of today's hearing.

[Whereupon, plaintiff's exhibit number 2 is marked by the court reporter]

[Whereupon, plaintiff's exhibit number 2 is entered into evidence by the court]

MR. KEFALOS: Mr. Murray paid some of the debt periodically time to time but by December 1992 it stopped, he stopped paying the debt. But the girls, the sisters, never set up the trust to distribute the money that would come into the estate. So by December of 1992 they weren't sure what to do. He hadn't paid the note as it was required and there was no money to establish the trust.

So the women the sisters got together and they agreed that they were going to forego the creation of a trust and instead would agree to share the proceeds of the debt after the estate recovers the debt equally. And they signed a document dated December 12th, 1992. I have a copy of it.

[Whereupon, Mr. Kefalos provides documents to the court]

THE COURT: Okay. This will be marked plaintiff's three for purposes of today's hearing.

[Whereupon, plaintiff's exhibit number 3 is marked by the court reporter]

[Whereupon, plaintiff's exhibit number 3 is entered into evidence by the court]

MR. KEFALOS: I have highlighted the document with

two colors because the two parts they are important. The first part is in the dark yellow and it says this letter constitutes an agreement by and between Pam Murray, Elizabeth Murray and Katherine Murray; the three beneficiaries of the estate of Minnie Holmes Murray.

And the important to note there is the estate is not a party to this agreement. This is an agreement among the beneficiaries what to do with the money that the estate gets. Then it goes on to say that the total obligation owing from William Murray to the estate is outlined in the April 20, 1980 agreement. And the above three beneficiaries shall become community property between Pam Murray, Elizabeth Murray, and Katherine Murray on a joint not several basis. So in 1992 when Mr. Murray hadn't paid and the trust had not been established the girls agreed to divide whatever money the estate received equally between themselves.

Now the first realm that Judge Curry decided to use to deny the -- or to grant the motion for summary judgment was one of standing. And by way of background the estate of William Murray -- we'll get to the issue of statute of limitations in a minute because this is an old debt but it was renewed. The estate of William Murray originally moved to dismiss the claim arguing that because of this agreement between the women in 1992 only

the trust had the right to bring the suit for the recovery of the debt and the estate no longer had the right. Minnie Murray responded by pointing out that the trust did not own the debt, the estate owed the debt. The trust was only the vehicle by which the debt once recovered by the estate would be distributed and this agreement did nothing more than change the way the girls were going to distribute for the loan.

So after that response and this was in the lower Court, the estate of William Murray changed its position and argued that this agreement did not really say that the trust had the right to bring the claim. But it was an assignment, it constituted an assignment from the estate to the beneficiaries so that the estate was divested of the right to enforce the note and only the beneficiaries could enforce the note and the Court agreed.

The problem with that, we believe the Court erred, is that the estate was not a party to this agreement. And the claim for the debt could not be assigned by the estate to the beneficiaries unless the estate assigned it to the beneficiaries. An agreement by the beneficiaries on how they were going to divide the proceeds once the estate made the recovery does not constitute an assignment of that claim to the beneficiaries. The

estate cannot assign the right to pursue the claim when the estate is not a party to the agreement. Think about it like a life insurance policy. If there is a life insurance policy payable on death to the estate of the insured and the insurance will provides that the proceeds in the estate will be divided in a certain way among the beneficiaries say the beneficiaries then get together and decide they are going to divide it in a different way and then the insurance company refuses to pay and the estate brings a claim against the insurance company.

The insurance company could not defend or deny the claim by saying that the estate doesn't own the claim because the beneficiaries have derived at a different way to distribute the proceeds once the estate recovered them. And it's the same thing here. The fact that the women got together and agreed on their method of dividing the proceeds does not divest the estate of its right to bring a claim. So the Court's first error was in concluding that the agreement among the beneficiaries was tantamount to an assignment from the estate.

Now, the lower Court also barred the claim because of the statute of limitations. The statute of limitations does not apply because in 2006 years after this agreement had been assigned and the parties had made efforts to make the recovery Mr. Murray reaffirmed the

note two years before his death. He reaffirmed the note in a letter to his daughter, Elizabeth. Now while acknowledging that a reaffirmation of the loan would take, the note would take the claim outside of the statute of limitations the lower Court decided that the reaffirmation was not clear and unequivocal. And because it wasn't clear and unequivocal the Court said it's not a reaffirmation and the statute of limitation bars it. I'll hand up a copy of the February 2006 reaffirmation.

[Whereupon, Mr. Kefalos provides documents to the court]

MR. KEFALOS: I highlighted the pertinent portions of it.

THE COURT: All right. This will be plaintiff's 4 for the purposes of the record.

[Whereupon, plaintiff's exhibit number 4 is marked by the court reporter]

[Whereupon, plaintiff's exhibit number 4 is entered into evidence by the court]

MR. KEFALOS: Now this is plaintiff's 4 is a letter from Elizabeth Murray to her daddy. She spends a lot of time reviewing the history but ultimately what she has done is she encloses a copy of the original note. She encloses a spread sheet showing the accrued interest and how much is due at the present time. And she writes in

the letter I must have you as soon as possible memorialize this agreement that these monies are due as outlined in the 1980 agreement, see attached, by you to her estate.

And then on the next page I must ask you to affirm the decades old debt owed to your first three children which you have always stated is your intention both legally and as a father. And at the end of the letter where she outlines this history and asks him to reaffirm the obligation Mr. Murray signs agreed and signs his name.

THE COURT: It says agreed underneath it, WM?

MR. KEFALOS: Yes, it says agreed underneath it.

THE COURT: Okay.

MR. KEFALOS: Now this is drafted by a lay person but it cannot be more clear and unequivocal with other language even drafted by an attorney. She asks Mr. Murray to affirm the decades old debt and to sign this as a memorial of the agreement and he does. Judge Curry's conclusion that this was vague and unenforceable was simply error.

THE COURT: Do you have any case law or anything to provide to me on this topic or anything similar that has been upheld as clear and not unambiguous; something similar to this?

MR. KEFALOS: There is a lot of law that we cited in the brief ---

THE COURT: --- in the brief, yes and I'll review that ---

MR. KEFALOS: --- that states that a renewal of an unambiguous and a clear renewal of a note after the statute of limitations renews the note and takes it out of the statute of limitations.

THE COURT: Okay.

MR. KEFALOS: We think that this as a matter of fact is clear and unambiguous, that there are a lot of other things contained in it because it is a letter from a daughter to her father complaining about injustices over the years. But the idea that there is a question about what he intended, what Mr. Murray intended when he signed this, and the document included the note which I handed up already and the spreadsheet showing how much was due.

So the Court said well even if the estate did have the standing to bring this claim, and even if the statute of limitations did not bar the claim then the claim should be barred by laches. And the Court pointed out that many years had passed between the time of the original note was signed, the last note was signed and the suit was filed and that they sat on their rights.

Well, laches doesn't apply for a couple of reasons. First of all it is an equitable remedy and it doesn't apply to the contract cause, a legal clause. But second, the record shows that the women did not sit on their rights. Back in 1992 when Mr. Murray stopped paying and the girls made the agreement to pursue that claim and share the money collectively they consulted with Katherine's, she was one of the sisters, her husband Hilton Smith.

And Mr. Smith as time would have it is now representing the estate of William Murray. Mr. Smith devised a system for them to renew the note. And under the system that he devised is that the women would write a letter of demand every two years. In fact he drafted the first letter of demand. He told them that it would renew the note. So from 1992 through 2006 every two years the women wrote a letter to Mr. Murray reminding him Dear Daddy, remember you owe this money; we're not dropping the case.

Now as it turns out that doesn't toll the statute of limitations. They were all mistaken they thought it would toll the statute. But what it does show is that they didn't sit on their rights. They continued to reassert the debt and continued to have communications with the father about the outstanding debt. Eventually

the debt was renewed in 2006 and the women brought the claim promptly after Mr. Murray died in 2008. So laches should not apply. In any event that's the claim of the estate of Minnie Murray.

First to the question of capacity the estate still has the right to enforce the note. The estate is open. Ms. Murray, Elizabeth Murray is the duly appointed representative of the estate in New York where the estate was opened and she has the authority to pursue the claim on behalf of the estate.

The statute of limitations does not apply because the note was renewed clearly in 2006. And laches doesn't apply because the record shows that the women continued to assert and pursue their rights the entirety of this. The second claim has to do with Elizabeth Murray's personal claim against the estate of William Murray on behalf of a company that she had called Elizabeth Style Setters. She was an interior decorator and she worked for her father managing some hotel in upstate of New York.

The debt of which at the time of the suit was about 500,000 dollars began in the year 2000 when Mr. Murray wrote to his daughter and acknowledged his obligation to her and began paying the sum of 2,000 dollars a month on account of the work she had been doing. Here's a copy of

the April 2000 email.

[Whereupon, Mr. Kefalos provides document to the court]

THE COURT: All right. It will be marked plaintiff's 5.

[Whereupon, plaintiff's exhibit number 5 is marked by the court reporter]

[Whereupon, plaintiff's exhibit number 5 is entered into evidence by the court]

MR. KEFALOS: In April of 2000 the debt was 50,000 dollars but he paid down on it but Ms. Murray continued to do work on it and so the debt grew. Now so the debt originated in this writing of April of 2000. The debt was reaffirmed in July of 2007; several weeks before Mr. Murray died when he signed an acknowledgment, second acknowledgment of the debt and at this time summarized how much was due and his intent to pay it.

Now the Court, the lower Court held that Ms. Murray was judicially estopped from claiming that her father was competent to sign the second acknowledgment, the one of July of 2007. There is a dispute about whether he was competent at the time. It turns out that in November of 2006 and again in January of 2007 Ms. Murray was involved in some litigation with her father in New York and filed some papers in the New York Court wherein she asserted

that her father was not competent to do certain transactions. The lower Court held that -- first of all the lower Court made a mistake of saying that the debt to Elizabeth Style Setters was due entirely, was based entirely on the July 2007 acknowledgment.

And if it was based on the July of 2007 acknowledgment the Court said that Ms. Murray was estopped from claiming that he was competent at that time because she had previously taken a contrary position in a judicial proceeding, which is normally good law. The mistake the Court made is not understanding that that July of 2007 acknowledgment was simply an acknowledgment of a pre-existing debt which is evidenced by the April of 2000 document.

So in summary the Elizabeth Style Setters claim was denied because the court ruled that Ms. Murray was estopped from claiming that her father was competent at the time he signed that July of 2007 acknowledgment. And the mistake was that the debt did not depend on that acknowledgment. That was simply further evidence of the debt that had previously been established in April of 2000.

THE COURT: I'm going through Judge Curry's order. I think you've hit all the salient point that the order addresses.

MR. KEFALOS: I have ---

THE COURT: --- I think it's probably the appropriate time for me to hear from the other side at this point.

MR. KEFALOS: I think it is.

THE COURT: All right. Thank you so much ---

MR. KEFALOS: --- it's actually a very simple case but there are a lot of things you have to digest before you get -- before you realize there is nothing to this.

THE COURT: Okay. I'll keep that in mind.

MR. KEFALOS: Thank you.

THE COURT: Yes, sir. All right Ms. Craig, I'm happy to hear from you.

MS. CRAIG: Thank you. May it please the court? Your Honor, just by way of brief background this matter is going into 11 years of litigation. Judge Curry actually had this matter before Mr. Murray's death. This is highly contentious. There were claims by the Elizabeth Murray, the individual who has made these two creditor claims, there were claims made by her that Mr. Murray was being abused during his life; people were trying to poison him.

She had him transported right before his death to the ER at Roper where the doctors said he is not being abused. Unfortunately this is his demise due to his

Parkinson's disease. Ms. Murray demanded at Mr. Murray's death that although -- had the autopsy and toxicology be done out of state in Atlanta which of course showed that they were natural causes. Nobody had been poisoned. There was no overdose of morphine. The stories go on and on.

And Judge Curry was dealing with all of this towards the end of Mr. Murray's life. And notably Judge Curry was involved in the guardianship petition that Ms. Murray, Elizabeth Murray and her sister Pam Murray filed. And Elizabeth Murray submitted an affidavit to the Court at the same time she is telling the Court now that Mr. Murray was -- that he was competent to renew a debt owed to her individually and Elizabeth Style Setters claim. She filed an affidavit with the Probate Court saying that her father was incompetent. And in fact Judge Curry based on that appointed a temporary guardian for Mr. Murray.

So I truly could go on and on. I just wanted -- my purpose in giving you a little bit about those facts is just so that you know that this has been an ongoing matter. I mean I can't tell you how many depositions and how many thousands of pages of documents, motions etcetera. So when we got last year before Judge Curry on our motion for summary judgment everything had been done.

We were ready and had multiple reasons, multiple grounds for our motion. And Your Honor Judge Curry's order I think is very well written and quite exceptional but she granted motion for summary judgment on multiple grounds. And so I'd like at this point go through and argue why those rulings were accurate and ask Your Honor to affirm the lower Court's grant of summary judgment.

As a procedural matter we do have two issues that I'd just like to make sure are properly preserved. One is that the record on appeal was not timely filed pursuant to section 62-1-308 subsection (f) on Probate Court. And what that statute says is and I quote within 30 days after service of the respondent's brief the appellant shall serve a copy of the record of appeal.

The record of appeal was not filed we content. I haven't actually looked at what was filed today to see if it was complete but once we filed that motion ten days prior to the hearing counsel did provide us what they contended was a record of appeal but we dispute that because it didn't our designated material in that.

So unfortunately Your Honor when you read our brief there is no reference. We put ROA for record of appeal but there is no page number because we did not have a record of appeal. So we would like to preserve that right with regard to the mandatory language of the

statute that says and the operative word is shall. And that mandatory language that we -- we believe gives ground for the dismissal of this appeal.

The second ground for dismissal of appeal would be there was not -- the way that this order was issued there was an order and then there was a clerical mistake by probably the law clerk on the order that the judge fixed. So there was actually an amended order that was filed in this case.

So we had the order granting a motion for summary judgment. Counsel for the appellant filed a notice of appeal and then the clerical error was amended. And after that was amended at that point there was a duty to file either an amended notice of appeal or a new notice of appeal and that was not done. So those are two procedural points that we want to make sure are preserved.

As Mr. Kefalos explained getting now into Judge Curry's order so we're dealing with two creditor's claims. The first one which started out as a debt of 142,000 dollars is now over ten million, twelve million dollars because of a 12 percent interest that has made that debt what it is today. So there was a creditor's claim on behalf of the estate of Minnie Holmes. Ms. Holmes, Minnie Holmes was the wife of Mr. Murray and they

had three children and they are the three beneficiaries of that estate. So Elizabeth Murray was the executrix of that estate. That is the first claim. So what I would like to do because I think it's easier just talk about the first one and then we'll talk about the second one, which is Ms. Murray's individual claim.

So Minnie Holmes Murray she died in 1967. And at that time Mr. Murray owed his ex-wife a debt and that was the 142,000 something dollars that he owed. So a note became property of the estate. The three sisters and Mr. Murray got together and put together a settlement agreement, which has already been handed up to you, and that was in 1980. And pursuant to that settlement agreement Mr. Murray made somewhere in the neighborhood of maybe six payments. And by our calculations the last one was made somewhere around 1986.

Now after that settlement agreement was signed there was an agreement on December 12, 1992. You were handed up the memo which was an attachment to that agreement. But there was actually a Release Refunding Receipt and Indemnity Agreement among all of the beneficiaries of the estate with Elizabeth Murray acting as the executrix of the estate. So the three girls came to Atlanta for the purpose of signing this Release Refunding Receipt and Indemnity Agreement and for the purpose of what you have

in front of you as plaintiff's 3 is to transfer out of the estate -- excuse me, to transfer that note out of the estate so that it was held by the three beneficiaries on a joint not several basis.

So this is the lack of standing that the Court properly held that the estate that has -- Elizabeth Murray as the executrix of the estate of Minnie Holmes Murray has filed a creditor's claim against Mr. Murray's estate when this note was transferred out of the estate. It could not be any more clear based on the actual legal documents.

And I'd like to hand up to Your Honor the Release Refunding Receipt and Indemnity which is the actual agreement that they signed which the plaintiff's exhibit number 3 is an attachment. May I approach?

THE COURT: Of course.

[Whereupon, Ms. Craig provides documents to the court]

THE COURT: We'll mark that defendant's 1.

[Whereupon, defendant's exhibit number 1 is marked by the court reporter]

[Whereupon, defendant's exhibit number 1 is entered into evidence by the court]

MS. CRAIG: So if you look at the language of -- if you read it in its totality and you read the language it

is very clear that this community property between the three sisters, the beneficiaries, was on a joint not several basis.

So on top of that, on top of that legal document that we have where that note was transferred out of the estate we also have an April 3, 2013 affidavit of Elizabeth Murray where she states and this was the second basis for Judge Curry granting our motion for summary judgment on lack of standing. Now this is Elizabeth Murray who is the executrix of the estate she signs an affidavit in this litigation at paragraph 30. Let me give you a copy Your Honor if I may.

THE COURT: Yes.

[Whereupon, Ms. Craig provides documents to the court]

THE COURT: This will be defendant's 2.

[Whereupon, defendant's exhibit number 2 is marked by the court reporter]

[Whereupon, defendant's exhibit number 2 is entered into evidence by the court]

MS. CRAIG: So this was an affidavit that Elizabeth Murray submitted in this litigation. And if you look on paragraph 30 several pages in she says with regard to this agreement on December 12, 1992 at the advice of Hilton C. Smith Katherine, 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.

So based on her own affidavit and a legal document this note had been transferred out to the beneficiaries individually and was no longer in the estate. And that is why Elizabeth Murray acting on behalf of the estate of Minnie Murray has no standing to file this creditor's claim. So that was the first basis for granting summary judgment on the first claim.

The second, an independent basis, was the statute of limitations. So this claim that I refer back to the settlement agreement of 1980, and just to be clear there is no argument that this claim is not time barred. I mean under the statute of limitations section 62-3-802 it is clear that this is well outside of the three year statute of limitations.

So the question is whether or not there was an unqualified express renewal of a promise to pay this debt. And Ms. Murray's position is that the letter referred to in this litigation as the Dear Daddy letter. And this is a letter from 2006. It's their position that this was a renewal of a debt. I would like to just also put forth mention to preserve we did argue at the lower Court that we had gotten a handwriting expert who says

it's a forgery. That the signature that you reference where it says agreed with Mr. Murray's signature we do have a handwriting expert who says that is a forgery and we preserve that argument. And also we preserve our authenticity argument.

Ms. Elizabeth Murray did not submit that 2006 Dear Daddy letter with her creditors claim. It appeared miraculously long afterward and it was a document that after it was allegedly signed it was not kept in Elizabeth Murray's possession. It was found in some file by a former girlfriend of Mr. Murray's. And this former girlfriend then contacted Elizabeth.

This is the same former girlfriend who also was working with Elizabeth quite close to Mr. Murray's death and also told authorities that she thought that there was too much morphine being given. So there were a lot of other reasons that we disputed the 2006 Dear Daddy letter. We preserve those arguments.

But if you look at what Judge Curry ruled is whether or not this Dear Daddy letter was an express promise to pay which revived that debt. The case law is just crystal clear on this. If you look at the Vaughn [phonetic] case and this is cited in our brief. I've got a copy, Your Honor if you'd like us to hand one up. But in the Vaughn [phonetic] case it says that a new promise

to pay quote must amount to an unqualified admission of a subsisting legal liability and must establish by evidence that is unambiguous in full. That's the Vaughn case.

Also the Super v Richards [phonetic] case which is a South Carolina Supreme Court case says and I quote a new promise must be a clear and explicit promise to pay the debt sued on for such an unqualified and unequivocal admission.

This Dear Daddy letter when you read it it is so far from being clear and unambiguous. It is a rambling letter that was not written by Mr. Murray. Elizabeth, its undisputed, Elizabeth Murray wrote this and she complains about a whole host of things. But when you read it it is not an unqualified unequivocal admission.

I mean in fact there are two areas of the Dear Daddy letter and this has already been provided to you as plaintiff's exhibit 4 and I'll just point out two and these are two equivocations that in and of itself would show that this is not a clear unqualified promise to pay.

If you look at, and the pages are not numbered Your Honor but if you look on the fourth page and where it says 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 our estate. And this is the language that shows equivocation, whether on

a currently due basis or as part of a debt that will be due upon your death as a valid claim to the three of us. So here you see that this letter itself equivocates on when the debt is owed; whether you get it now or whether you get it when I die. And if you read the In Re Vaughn [phonetic] case it says that if a testator says that you get paid the debt owed when I die that is not sufficient to revive a debt.

So the fact that the timing of a payment is unclear and ambiguous is in and of itself enough to show equivocation. But let me show you a second one as well. If you will please turn to the next page toward the bottom of the page, five lines up starting with however. She says 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.

This is the second equivocation on the basis of the debt does he owe the debt legally or is it a debt that he owes morally as their father. So these are two substantial equivocations. But when you read this document there is just no way to argue that this is a clear unqualified promise to renew a debt. Now either or both of those equivocations negate the option under section 15-3-530 to renew a promise to pay. I'm happy to

answer any questions Your Honor may have on that first claim before I go to the second one.

THE COURT: I don't have any questions on that. I'm happy to hear from you on the second claim.

MS. CRAIG: Sure. I would also point out there is a question of whether or not -- the question whether there was an express new promise to pay that is a question of law for the Court. I'm citing the Horlbeck v Hunt case which we've also cited in our brief.

THE COURT REPORTER: What's the name of the case again?

MS. CRAIG: Sure. Horlbeck H-O-R-L-B-E-C-K v Hunt.

THE COURT: That case was also cited in Judge Curry's order.

MS. CRAIG: Your Honor, moving now to the second claim which involves repayment for alleged decorating fees and costs at the Inn at Quogue; that was a property that Mr. Murray owned in New York. And he paid for Ms. Murray to go to decorating school and then he let her have a job at the Inn at Quogue doing some decorating here and there.

So she is claiming that over 500,000 dollars is repayment for decorating fees and for other expenses that she claims she incurred. Also just to preserve the record on our arguments about legal competence. So the

issue here is that Mr. Murray in July of 2007, and this is two weeks before his death, Ms. Murray claims that he signed a document acknowledging, again the statute of limitations had run, and she claims that two weeks before his death that Mr. Murray had signed a document acknowledging this debt.

Now we'd like to reserve our arguments with regard to legal competence. Doctor Bergman [phonetic] who is the treating neurologist from the Medical University of South Carolina testified in deposition that Mr. Murray unfortunately due to his Parkinson's disease was not competent as of May of 2007. The lower Court has held that that is a question of fact on legal competence. But we have the testimony of his treating doctor and multiple witnesses to dispute that Mr. Murray was competent two weeks prior to his death to renew this debt.

So but getting back to that note that was signed two weeks prior to his death that letter we don't, legally we don't even get to a question of whether or not that letter is sufficient to renew that debt because Ms. Murray is judicially estopped from making that argument.

Ms. Murray made assertions of facts in various legal proceedings that her father was not competent. So -- and I'd like to walk through some of this. The same year in 2006 when Ms. Murray claims that her father signed the

Dear Daddy letter she and her sister Pamela were actively assisting in litigation against their father. And Mr. Murray was the chair of a trust in New York called the Samuel Freeman trust. Not relevant to these proceedings but Elizabeth Murray and her sister filed answer and cross-petitions in that litigation in November of 2006 in a sworn and verified pleading that Mr. Murray was incapacitated and quote lacked the requisite mental capacity to intelligently and knowingly execute a document.

So that was in November of 2006. So Ms. Murray claims that Mr. Murray is not competent and as a result of all of this she was reinstated -- the reason why she got so mad is because Mr. Murray removed her as a trustee and then at some point later she was reinstated as a trustee.

So she says he's not competent in 2006 and then as I alluded to earlier there is a signed affidavit in the guardianship proceeding in Probate Court in July of 2007 where she, Ms. Murray, again swore that Mr. Murray lacked mental capacity. And as a result of that Judge Curry -- well, I don't know if it was as a result of that but Judge Curry did issue an order granting temporary guardian for Mr. Murray. So we have those two court documents. And then at the same time in July of 2007

Elizabeth Murray now contends that her father is competent when it's as Judge Curry said in her order when it is to her financial benefit she now says that Mr. Murray was competent two weeks prior to his death to renew that debt. And I am happy to go through all of those in more detail if you want, if you'd like me to. I think the arguments on judicial estoppel are well-outlined in our brief and also very well outlined in Judge Curry's order.

THE COURT: I think so too and for the record your brief is fully incorporated into this hearing today as well.

MS. CRAIG: Thank you, Your Honor. So that's the second claim that it was judicially estopped. So all of the arguments regarding whether or not this July 2007 letter that Mr. Murray allegedly signed and whether it was a legitimate signature we don't even get to that point because of judicial estoppel.

You can't take one position in a Court of law in New York and that same position that Mr. Murray is incompetent in a Court of law here in Charleston South Carolina and then file a claim in the same Court where you said Mr. Murray was not competent and then all of a sudden say that he is competent in that same timeframe. So that was the basis for the granting of the judicial

estoppel with regard to the second claim. And Your Honor, we would ask that you affirm Judge Curry's order granting the motion for summary judgment in its totality. And Your Honor, I think I've preserved everything else that I need to preserve. I'm happy to answer any questions that the court may have.

THE COURT: I don't have any questions at this moment. Once again I'm going to review this and review your briefs in full. I believe all of the issues you have set forth are accurately and clearly preserved for the record. I'm happy to hear if Mr. Kefalos has a brief response at this point in time. I don't have any other questions for you Ms. Craig. Thank you.

MS. CRAIG: Thank you, Your Honor.

MR. KEFALOS: I do have a brief response. There are only a couple of points I'd like to make. First on this idea or notion that the note was assigned, Ms. Hood [sic] handed up this Release Refunding Receipt and Indemnity Agreement which makes reference to Ms. Liz Murray as the administrator of the estate.

And she kept saying this shows that they transferred the note out of the estate. This shows that they transferred the note out of the estate. It does no such thing. There is not one shred, there is not one word or language about transferring the note. This was an

agreement that the girls made at a time when they were doing a partial liquidation of the estate and they were releasing Liz from any liability she might have on account of the distributions that had been made to that point. The other girls were saying we've gotten everything that we need. We're not making any further claims against you and we're going to move forward from here. There is nothing about the assignment of the note.

There was some talk about forgery on this Dear Daddy letter and I feel compelled to respond to this. The estate does have a handwriting expert who says it doesn't look like Mr. Murray's signature. There are two eyewitnesses, independent eyewitnesses to that signature. One is a retired officer in the Special Forces and the other was a doctor who is not licensed to practice in the United States but he can practice in Europe who both have testified that they saw Mr. Murray sign that agreement and he was competent and that was what his intent was, was to affirm the old obligation.

As far as the Elizabeth Style Setters claim goes I think Ms. Hood [sic] misspoke when she said the statute of limitations had run on that claim. That claim was originally -- that debt was originally incurred in April of 2000 in that email from Mr. Murray to Liz. After that date Mr. Murray paid 2,000 dollars a month every month to

Ms. Murray on account of that debt up until the time in 2006 when he was no longer able to write checks anymore and Mr. Smith took over and Mr. Smith stopped the payments. We didn't need a renewal of the note in July of '08 to revive that note. We were well within the statute of limitations at that time when the claim was filed because of the continued payments on account of the original obligation.

One point I'll make about this Samuel Freeman trust it's an interesting side show. What had happened is that Mr. Murray was in fact a trustee of this Samuel Freeman trust and the New York Attorney General brought fraud actions against Mr. Murray and Mr. Smith for misusing the proceeds of the trust.

Now it turns out Mr. Smith was funding scuba diving, vacations for himself and his family and paying for college for his kids out of this trust and it was absolutely inappropriate. And that they were accusing -- the New York Attorney General was accusing Mr. Murray, their father, of collaborating and conspiring with Mr. Smith to make these inappropriate distributions.

So Ms. Murray, Liz and Pam both intervened and said wait, my father didn't make this unknowing decision. He did not know what he was doing. He was being influenced by Hilton Smith. What they were doing was saying he was

incompetent was trying to protect him from Mr. Smith's misconduct. Eventually the New York Attorney General removed Mr. Smith and Mr. Murray from a trustee position and put Liz back in.

So the fact that she claimed at one point that her father was incompetent, not competent to make a decision was done in order to protect her father from Mr. Smith's overreaching and doesn't affect, does not affect the existence of the obligation that her father undertook in April of 2000. That's all I have unless you have any questions.

THE COURT: I don't think I do at this time.

MR. KEFALOS: Thank you.

MS. CRAIG: Your Honor, may I just briefly respond by just saying the issues with regard to the Samuel Freeman trust that we dispute that version of the facts. And of course the only reason why that issue is relevant is because clearly Ms. Murray filed a verified sworn pleading in that case in 2006 indicating that her father was not competent and that was all this about that document. But in regard to that underlying litigation I just ---

THE COURT: --- it's not before me --

MS. CRAIG: --- thank you, Your Honor.

THE COURT: Have you all had an opportunity to

introduce all the exhibits that you wish to introduce during the course of this proceeding? If you want to take a minute and make sure that the record is clear I'll certainly give you that opportunity now.

MS. JOHNSON: Your Honor, we filed everything. It's filed now. So you have the supplemental record on appeal; the original one we filed last week.

THE COURT: Okay.

MS. JOHNSON: So everything is entered.

THE COURT: Thank you.

MS. CRAIG: Your Honor, if I could I would like to file the November answer and cross-petition where Elizabeth Murray stated under oath that Mr. Murray was incompetent.

[Whereupon, Ms. Craig provides documents to the court]

THE COURT: That will be defendant's 3.

[Whereupon, defendant's exhibit number 3 is marked by the court reporter]

[Whereupon, defendant's exhibit number 3 is entered into evidence by the court]

MS. CRAIG: And then as defendant's exhibit 4 Your Honor we'd like to file the July 2007 petition for guardianship.

[Whereupon, Ms. Craig provides documents to the

court]

[Whereupon, defendant's exhibit number 4 is marked by the court reporter]

[Whereupon, defendant's exhibit number 4 is entered into evidence by the court]

THE COURT: Thank y'all very much. I'll review these exhibits, the memoranda filed by both parties and issue an order as soon as time allows.

MS. CRAIG: Thank you, Your Honor.

MR. KEFALOS: Thank you, Judge.

MS. JOHNSON: Thank you.

********END OF TRANSCRIPT OF RECORD********

C E R T I F I C A T E

I, the undersigned, Joyce C. Rueger, Official Circuit Court Reporter for the Ninth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate, and complete Transcript of Record of the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the Court of Common Pleas for Charleston County, South Carolina on the 19th day of June, 2018.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

August 27, 2018

Joyce C. Rueger, CVR-M
Court Reporter

STATE OF SOUTH CAROLINA

IN THE PROBATE COURT

COUNTY OF CHARLESTON

IN RE: THE ESTATE OF
WILLIAM E. MURRAY

THE ESTATE OF WILLIAM E. MURRAY,

Petitioner,

vs. CASE NO. 2007-ES10-1116

ELIZABETH MURRAY,

Respondent.

HEARING BEFORE THE HONORABLE TAMARA C. CURRY

DATE:	July 25, 2017
TIME:	10:12 a.m.
LOCATION:	Charleston County Probate Court 84 Broad Street Charleston, SC
REPORTED BY:	Janice N. Shepherd, Registered Professional Reporter

A. WILLIAM ROBERTS, JR., & ASSOCIATES

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THE COURT: Good morning, Ladies and Gentlemen. This is Case Number 2017-ES10-1116 in reference to the Estate of William E. Murray. We have a Motion For Summary Judgment as to claims for the Estate of Minnie H. Murray and Elizabeth Stylesetters.

We have listed for the Estate of William Murray, Hilton C. Smith, Jr., co-personal representative; Molly Craig; John Hagerty; and Edward Bennett. Is that correct?

MS. CRAIG: Yes, sir, Your Honor. Is Edward here? Edward is not here. Also on behalf of the estate is Jean Marie Jennings, and we have a law clerk with us this summer, Greg Rouse, is here as well.

James Ma is the other personal representative of the estate. He sat in the airport at Newark all day yesterday, and they canceled flight after flight after flight. So unfortunately Mr. Ma is not able to join us today.

THE COURT: Thank you. And then we have listed for the Respondent Elizabeth Murray, Attorney Johnson is present?

MS. JOHNSON: That would be me.

THE COURT: She's present. Attorney

Kefalos?

MR. KEFALOS: Yes, ma'am.

THE COURT: Attorney Baker?

MR. BAKER: Yes, ma'am.

THE COURT: And Attorney Slotchiver?

MR. SLOTCHIVER: Yes, Your Honor.

THE COURT: And then I have the other personal representative listed as another party. Catherine Murray-Smith, Brianna Rodriguez being represented by Attorney Duggan?

MR. DUGGAN: Yes, Your Honor.

THE COURT: And then I have the special administrator, Attorney Rosen?

MR. ROSEN: Yes, Your Honor. And your counsel is present with you?

MR. HAGOOD: Mr. Brew Hagood.

THE COURT: Okay, thank you. Anyone else present?

MS. CRAIG: Your Honor, I'm not sure how I overlooked this, but my father, Robert Hood, is also here on behalf of the estate.

MR. HOOD: Good morning, Your Honor.

THE COURT: Good morning. How are you?

MR. HOOD: I'm grateful if you are.

THE COURT: Thank you. Did I leave

anyone else out? I thought I saw counsel in the center. Who did I leave out? No? Parties? Okay. Just wanted to make sure.

Are there any preliminary matters that we need to address before we begin?

MS. CRAIG: No, ma'am, Your Honor.

THE COURT: We can proceed.

MS. CRAIG: May it please the Court.

THE COURT: Yes, ma'am.

MS. CRAIG: Your Honor, as you just indicated, I'm Molly Craig on behalf of the Estate of William Murray. This is a Motion For Summary Judgment with regard to the two claims that were filed by Elizabeth Murray, one of Mr. Murray's daughters, back in 2008. And before I go through and just frame this a little bit, just to take you back, because this has been a while, and I've got a timeline that hopefully will assist us in following all of this.

Just to tell you a little bit about the family dynamics, so to speak, Elizabeth Murray and her sister, Pam Murray -- Pam Murray, unfortunately, has passed away -- Elizabeth Murray and Pam Murray for a number of years had worked together to -- what we contend, to make changes to

Mr. Murray's testamentary intentions. His other two daughters, who are present in the courtroom, Catherine Smith and Brianna, Catherine and Elizabeth Murray and Pam Murray are all sisters. Brianna Murray is a half sister.

So, effectively, if this claim which I have on the screen as being over $6 million -- that's back in 2008 -- it's over double that now because Ms. Murray is claiming that she is entitled to 12 percent interest on an annual basis. So if this claim is granted, Brianna Murray will effectively be left out of her father's will when the Last Will and Testament that Edward drafted for Mr. Murray in 2005 was very clear that he wanted all four of his daughters to take equally under his will. That's a very important point I just want to say at the outset with regard to these claims.

So let's just walk through. Like I said, we've got a timeline, and I hope this will assist us in going through. The first claim -- and it's easy, if you can remember, the first claim goes back to the Estate of Minnie Holmes Murray. She died in 1967. The second claim, that operative date, for Your Honor's benefit, is July 21, 2007, just two days -- I mean, just two weeks or so

before Mr. Murray's death. We'll get to Claim 2 to in a second. But Claim 1 -- and, Your Honor, as I go through these legal documents that we contend prove that a Motion For Summary Judgment should be granted, we have copies of all of these documents. So if Your Honor at any point would like a copy, and of course I'd be happy to e-mail this Power Point to Your Honor if that would assist you as well.

So we get to this first claim. So Mr. Murray, at one point, he borrowed money from his late wife. And we do not contend that this debt was never owed. It was owed. In fact, it was owed, and there was a settlement agreement to memorialize this actual debt. And for some reason -- and we don't know the reason -- Mr. Murray stopped paying on this debt. And that was -- his last payment was in 1986. That's the last time he paid on that Claim 1.

But just to frame the issue so that you can understand a little bit of the family dynamics, because I think that plays in significantly to this, Mr. Murray was unfortunately diagnosed with Parkinson's in 2001.

Then in July 2004 -- this is the

unrefuted evidence that we have from Mr. Murray's medical records. His treating neurologist was Dr. Bergmann, Dr. Bergmann here at the Medical University of South Carolina. And Dr. Bergmann, who was taking care of Mr. Murray for his Parkinson's, he documented in the medical records that "The patient" -- Mr. Murray -- "reports there is some discord with his daughters, two of whom may be seeking to make a 'grab for inheritance' concerning his competency." This is as far back as 2004. And of course the two daughters that we're talking about are Elizabeth and Pam Murray. "To his knowledge, there is no legal process ensuing. Once again, Helen" -- who is his longtime companion -- "confirms information there is nothing to suggest Mr. Murray is impaired at home."

So back in 2004, we see that there is, unfortunately, a fair amount of family discord.

Moving forward in time to a year later, 2005, I think that this date is very important, because Mr. Murray, who is a very sophisticated lawyer, he was an entrepreneur, a philanthropist. He went to Harvard Law School. He was a very smart man, and he went to the best tax lawyer that we have in the Southeast, who is Edward Bennett, and

asked him to prepare his Last Will and Testament to make sure that his testamentary wishes were followed.

That date is important, because just a year later, in 2006, Ms. Murray claims that Mr. Murray renewed that $6 million debt, although he never mentioned it to Mr. Bennett or any of his colleagues or anyone he works with or any of his family members. The only person that contends that is Elizabeth Murray.

So moving forward in time, again, the family discord is getting worse. There was a Samuel Freeman Charitable Trust which basically gave money to a lot of great causes. Mr. Murray was the chairman of that trust. And at one point, he made his daughters, Elizabeth and Pam Murray, trustees. The reason why he removed them as trustees is because he found out that they, as whistleblowers, allegedly, had gone to U.S. Trust and claimed that their own father was self-dealing.

Note that this is in 2006, a year before his death. He has advanced Parkinson's. And Ms. Murray, both Elizabeth Murray and Pam Murray, are working with authorities and prosecutors in New York against their father. So,

quite understandably, he exercised his rights under -- as the chair of the trust, and he removed them as trustees.

This sparked a significant legal dispute between these two daughters and Mr. Murray. And in November 2006, Elizabeth Murray and Pam Murray, they filed an answer and cross-petition in that litigation in New York. And, importantly, in 2006, they filed in the courts of New York that Mr. Murray'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." This is in 2006.

Remember that date, July 21, 2007, Ms. Murray says he's competent.

Moving forward, the next significant date on this timeline is March 26th, 2007. Again, Mr. Murray is being treated by his neurologist, Dr. Bergmann, who states that he -- in his medical record that "the patient has become quite depressed. He acknowledges this and endorses considerable anxiety and depression because of the

current legal situations within his family."

The only legal situation with his family in 2007 was Pam and Elizabeth Murray, who were actively working with prosecutors who were trying to remove Mr. Murray as chair of that trust because of self-dealing. This, Your Honor, is just months before Mr. Murray died.

This takes us to May 23, 2007, another very significant date. His treating doctor, Dr. Bergmann, testified that Mr. Murray did not have requisite capacity as of May 23, 2007. Why is it specific to May 23? Because that was when his office visit with Mr. Murray -- I mean, with Dr. Bergmann to follow up on his treatment for Parkinson's.

We took Dr. Bergmann's deposition, and I asked him, "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?" That's the Claim 2.

And this is his response. "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."

And then of course that answer needs to be to a reasonable degree of medical certainty, which Dr. Bergmann said yes.

And this is his actual medical record on May the 23rd, 2007, neurology consult, where it is documented by Dr. Bergmann on a neurological exam that Mr. Murray's "mental state reveals that he incorrectly gets the month and he is unable to guess the year. At first he says it's July, and then he thinks it's February. He does not know the day of the week. He is unable to reverse spell. Nevertheless he is able to interact appropriately. He converses socially, but his content is clearly diminishing. Judgment could not be fully assessed

at that current visit."

Now, moving to the next month, June 26, 2006, this is when Mr. Murray's doctor referred Mr. Murray to Hospice care.

THE COURT: You said 2006, but that's 2007.

MS. CRAIG: You are correct. I apologize. Thank you, Your Honor. You're right. It's June 26, 2007.

THE COURT: Thank you.

MS. CRAIG: And, again, it's a neurology consult. And then you'll see where -- the findings on physical examination about Mr. Murray not comprehending much. And then ultimately you'll see, "because of the poor oral motor control, I think that it is unlikely he will survive six months, and for this reason, it is appropriate to call in Hospice." So he made that referral, and he went home for more therapy at home.

Not only did Dr. Bergmann state that it was his opinion that Mr. Murray is not physically capable of managing his affairs, and that date was June 29, 2007, on top of his medical record, but we have another doctor. His name is Dr. Bachman. And

on July the 2nd, again, another doctor who was taking care of Mr. Murray at MUSC, on July 2nd, 2007, Dr. Bachman stated "that Mr. Murray's neurological condition renders him incapable of managing his affairs." That's the second paragraph of that letter.

So in light of all of this, Elizabeth Murray and Pam Murray come to Charleston. And when Elizabeth Murray and Pam arrive in Charleston on July the 26th, Elizabeth Murray called the police to Mr. Murray's apartment. Your Honor, this was days before he died. And he had to be taken to the emergency room for alleged abuse. It was alleged by Elizabeth and Pam Murray. And Mr. Murray was found by the physician at the Roper ER to be well cared for with no signs of abuse and he had to be taken back home. And he had a decubitus ulcer that actually opened up as a result of having to be transported to Roper Hospital because of that allegation.

The next day, Your Honor -- you might remember this -- Elizabeth Murray then asked for a temporary restraining order. And Your Honor appointed Walter Kaufmann as a guardian on this date, which is July 27, 2007. Again, this was at

the request of Elizabeth Murray. And then a few days later, Mr. Murray died, on August the 4th.

That day, his daughter, Pam Murray, called the police saying that she was concerned that the Hospice workers that were working in Mr. Murray's home were directed to give Mr. Murray too much medication. And you might remember this also started additional legal proceedings with Your Honor.

First, Pam Murray filed petition for a formal appointment. And that was on August the 6th, 2007. And both Pam and Elizabeth Murray also filed a petition for an emergency hearing for an order directing an autopsy be performed on Mr. Murray's remains because they contended that he was poisoned to death.

On August 7th, Mr. Smith and Mr. Ma filed a petition for formal appointment of personal representatives and formal probate of the will. And then Pam Murray and Elizabeth Murray realized there was an in terrorem clause, a no contest clause, in Mr. Murray's estate. And clearly they had challenged the estate with their prior filing. In an effort to try to fix that challenge, Pam Murray on August the 14th withdrew her petition for

appointment as personal representative.

So then the autopsy. Pam and Elizabeth Murray would not agree for the autopsy to be done at the Medical University of South Carolina, and so they sent Mr. Murray out of state. And the autopsy report in August of 2007 was very clear that "The autopsy revealed no evidence of injury or neglect, and toxicologic studies were not contributory. The manner of death is natural."

And with that backdrop, Your Honor, just understanding a little bit of the dynamics that we're dealing with, I'd like to address specifically the two creditors claims. And just to run through the procedural history, as we stated, Mr. Murray's death was August the 4th. We had the petition for formal appointment, August the 7th. Then on September the 21st, that's when Mr. Smith and Mr. Ma were appointed as co-personal representatives of the estate. Then it was in June 2008 that Elizabeth Murray sent the two creditors claims to the co-personal representatives. In August, on the advice of counsel, both personal representatives denied the claims, and then the notice of disallowance was served on August 22nd, 2008.

So that brings us, Your Honor, to the first claim. And I'm going to walk through, Your Honor, the legal basis, and I'm going to rely on legal documents to show that there is no genuine issue of material fact, based on the legal documents, the clear correspondence. And this evidence, Your Honor, is unrefuted. It's not in dispute in this case.

So let's just walk through it. Again, this claim, the first one, is based on an April 22, 1980, settlement agreement between Mr. Murray and his three daughters, not Brianna, because Brianna's mother is not Minnie Holmes Murray. Our first legal argument is that Ms. Murray does not have standing or clean hands to pursue this claim. And this, Your Honor, is crystal clear.

When you walk through -- this is the actual 1980 settlement agreement. And, again, I've got copies, to the extent -- I guess they're also exhibits to our brief. But this is the agreement. Again, Your Honor, we've never said or contended that Mr. Murray did not owe this debt. He did, and he paid on the debt for some time. But in 1980, he reached an agreement with the three daughters, and it was signed by all of them, agreeing to a payment

schedule.

And, Your Honor, this is not the entire agreement, just for purposes of argument. I don't want you to think it is. This is the first page and then the last page of the agreement.

But he reached a payment schedule, and the specifics with regard to repaying that debt was all outlined in this 1980 settlement agreement. And you have the signatures of all three daughters, and they're witnessed, and also the signature of Mr. Murray.

So as I said, Your Honor, Mr. Murray paid on this debt. The last -- and it's undisputed that the last payment he made was in 1986. I'll show you a copy of that check in a minute. But sometime between -- and 1986, when he stopped paying, the collective -- the girls decided in 1990 that they wanted to liquidate and dissolve the estate of Minnie Murray. And it is absolutely clear that that was their intent.

Now, this letter I'm showing you is a letter from the CPA that Elizabeth Murray hired to obtain all of the financial information and to go through the financial information of the estate of Minnie Murray. And it's a letter from that CPA to

the lawyer in New York that Ms. Murray hired to draft the documents, to do a full release of her, and to dissolve this estate. And in the letter from the CPA to the lawyer that Ms. Murray hired, the CPA says, "As you know, it is the beneficiaries'" -- that's the three daughters -- "it is the beneficiaries' desire to liquidate the estate into three separate and distinct trusts. It is my understanding that you will also assist the beneficiaries with preparing any trust documents which may be appropriate, as well as designating a trustee or trustees." That was from the CPA to the lawyer.

Then we have the release and discharge of the administrators. That is the release and discharge of Elizabeth Murray, and it is signed by all three daughters. She is not going to be released as the administratrix of the estate if there was any intention that the estate remain open.

The next document we have -- and Ms. Murray has raised this as an issue, but it really isn't. The girls, the three sisters, came to Mr. Smith and also to Elizabeth Murray's former husband. His name is Dan Kelly. And they said,

can you help us with regard to, as you will see, dissolving this estate and dealing with this debt. And Mr. Smith, who was a business partner of Mr. Murray's, had a very good relationship, is married to Catherine Murray, said yes. And so with Mr. Smith's help and Dan Kelly, Elizabeth Murray's husband, they assisted in this process of working with the CPA and a lawyer to get the legal documents drafted and signed, because it was the beneficiaries' intent to meet in December of 1992, sign these documents, and dissolve the estate of Minnie Holmes Murray.

So what I'm showing you now, Your Honor, is a letter from Hilton Smith to the CPA, and it's dated November 13, 1992. And it says, "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."

Next in chronological order, Mr. Smith sends a letter to the lawyer that Elizabeth Murray hired. His name is Thomas Berner of Berner and Berner, November 16, 1992. And Mr. Smith states, "Elizabeth Murray has informed me that you and she

spoke on November 9, 1992, and that you have agreed to assist Elizabeth to liquidate the estate. The beneficiaries have elected to liquidate the estate without going through probate. I believe the main issue for you to assist with is the creation of a hold harmless agreement that protects Elizabeth, Pam, and Catherine. I would appreciate seeing a draft of this agreement as soon as possible, and please advise if there is anything else that the estate or beneficiaries need for you to proceed with this liquidation."

This is a letter, as I said, Dan Kelly, Elizabeth Murray's former husband, he also wrote a letter on November 20th, 1992, to Hilton. The purpose of that letter says, "As we discussed, here are the issues which each of the three sisters should be prepared to resolve at the meeting of December 12, 1992, regarding the dissolution of the estate."

Again, Your Honor, it was the intention, and it actually did occur, that the three beneficiary sisters had this meeting in December for the purpose of dissolving the estate. And Elizabeth Murray's husband then documents on the second page of this letter, he is talking about

the debt owed from the Minnie Holmes Murray estate. And this is under the accounting section. And he says under subsection (c), "how will the accounting of jointly held assets be paid for. This will include accounting for the principal and interest due from W.E. Murray, the making of claims to W.E. Murray to repay his debt, etc."

Jointly held assets. It is very clear that this note, this asset, was being transferred out of the estate, that was the will of the three sisters, and being held by each of them individually. And this is documented by Elizabeth Murray's husband.

This is another key document. This is the actual Release, Refunding, Receipt, and Indemnity Agreement. This is the legal document that Mr. Berner, counsel in New York hired by Elizabeth Murray, this is the document that he drafted. And first of all, in this document, there is a full release of Elizabeth Murray, again, as the administratrix. Those beneficiaries are not going to agree to release Ms. Murray, Elizabeth Murray, as the administratrix unless they have received everything they were entitled to under the Minnie Holmes Murray estate. It makes no sense

otherwise.

And in this release, the three girls signed it. And this, Your Honor, is the key. December 12, 1992, this is the same day that they're all meeting, the same day as the release signed as prepared by Mr. Berner, and this document states exactly what the three girls intended to do with regard to the debt that was being transferred out of the estate and to them individually. That debt was the debt that Mr. Murray owed to the Minnie Holmes Murray estate.

And if you read this in its entirety, it says, "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 an accrued interest, penalty interest, interest owed on his loans from the New England Life Insurance policy, as well as the accrued interest thereon and any other monies which may become due, shall become community

property between Pamela, Elizabeth, and Catherine on a joint, not several basis. Any monies remitted thereon to any one or more beneficiary shall impose and constitute liability and obligation on that beneficiary to remit a pro-rata share to the other parties to this agreement."

This asset was clearly transferred out of the estate when they did the dissolution and liquidation, and Ms. Murray does not have standing to then come to this court in South Carolina and claim that this estate is open and that it is owed a debt when that debt was clearly transferred out to the three sisters by their agreement.

And I would, Your Honor, for the sake of completeness, when this came to light -- so just to put this in perspective, this is in 1992. Absolutely nothing happens with regard to the Estate of Minnie Holmes Murray until Ms. Elizabeth Murray files a creditors claim in South Carolina court in 2008. There are no income tax returns filed, nothing, because it was the intent that that estate be liquidated and that asset, the debt owed by Mr. Murray, goes to the girls individually. And those are the proper parties that have standing.

So when this came to light, I want to

point this out so that Your Honor has the complete picture about the standing, Ms. Murray filed in New York a letter that she contends evidences that the estate is still viable and still open. And that report was on June the 7th, 2003 -- excuse me, 2013. And the copy I have is not one that is stamped. But, Your Honor, you can't go tell the New York courts that we're going to dissolve and liquidate an estate and then change your mind because it suits you from a financial perspective to come to South Carolina in 2008 and claim that that estate is viable and this debt is still owed when that asset was clearly transferred out of the estate.

There is no genuine issue of material fact. If you just walk through the actual legal documents and the letters from their -- from the representatives that were hired by the beneficiaries, it is very clear that that estate ceased to exist in 1992, and that was their intent, and that debt was transferred out.

So, Your Honor, that is the first legal basis with regard to the Motion For Summary Judgment on Claim 1. And I'd just like to cite to the Court that the key case on standing is the

Powell v. Bank of America case. That cite is 379 S.C. 437. It's a Court of Appeals case from 2008 which says that the concept of justice that is concerned with whether a particular person may raise legal arguments or claims.

Now we go to judicial estoppel. And again, I'm going to walk through -- I'm not talking about facts. I'm talking here, Your Honor, about documents that are not in dispute in this case.

First of all, with regard to judicial estoppel, the first and most obvious basis for judicial estoppel is the fact, as I said, that in 1992, you file all of the legal documents that are necessary to liquidate an estate, the debt is transferred out of the estate into and jointly held by the sisters in their individual capacities, and then come to South Carolina, take a completely different position, inconsistent position, and say that now that debt is owed by the estate and due. Putting aside the statute of limitations and other arguments, that is the first basis for judicial estoppel as a basis for our Motion For Summary Judgment.

Second, Your Honor, is this. Elizabeth Murray had a habit of telling the New York courts

one thing and the South Carolina courts another. I told you that Dan Kelly was her former husband. Mr. Kelly, Dan Kelly, and Elizabeth Murray were divorced. And as part of her divorce, in the Supreme Court of the State of New York, Ms. Murray submitted a statement of net worth -- this is with regard to the divorce proceedings. This is one is dated September the 1st, 2006. And in her sworn statement, which is also notarized, she is specifically asked about contingent interests and if there are prospective inheritances. And she says zero. This is in 2006. 2008, she comes to South Carolina and says she's due this inheritance from the Minnie Holmes Murray estate. And just point out here that that is Elizabeth Murray's signature. None of this is in dispute. We've taken her deposition, and she's acknowledged this, and then of course it was notarized.

But, Your Honor, that's not the only one. Elizabeth Murray did it again. The next year we have another statement of net worth. This is again regarding her divorce proceedings. This one is dated May the 21st, 2007. Again, Ms. Murray signed under oath in New York that she had zero dollars for prospective inheritances.

And this, Your Honor, in 2007, and the one in 2006, both of these statements were after Elizabeth Murray claims that Mr. Murray renewed the debt with a Dear Daddy letter in February of 2006. So after Ms. Murray says in February 2006, her father miraculously has renewed the debt, she files two statements of net worth in New York saying that she has no prospective inheritances. And, again, that is notarized and signed by Elizabeth Murray. None of that is in dispute.

We cite the Hayne Federal Credit Union case on this slide which says, when a party has formerly asserted a certain version of facts in litigation, he cannot later change those facts when the initial version no longer suits him. That case applies perfectly to this situation.

Another legal basis for granting the Motion For Summary Judgment with regard to the first claim is our argument on the statute of limitations. And the applicable Code Section 62-3-802, which, as Your Honor knows, says, "No claim which was named by any statute of limitations at the time of the decedent's death shall be allowed or paid."

This is the operative settlement

agreement, Your Honor. This is a copy of the last page of the 1980 settlement agreement. Mr. Murray paid pursuant to the terms of that agreement up until 1986. And that's a copy of the last check, and that's February 24, 1986, and that is the date when the statute began to run. 1986. And Ms. Murray chose not to file a claim, not to file a lawsuit, not to do anything until her father's death. And it's important, because this claim started out, I believe, about $160,000 debt. And at 12 percent interest clicking away, Ms. Murray is just sitting on this and sitting on this and sitting on this, letting interest accrue to her financial benefit, if it was paid.

So I would be remiss if I didn't talk about the Dear Daddy letter. This is the document, Your Honor. As you know, this claim was -- notice was in 2008. And then months later, after we raised the statute of limitations, clearly, as barring this debt, this letter, which is a February 10, 2006, letter, we call it the Dear Daddy letter -- and it's important, Your Honor, to also understand this. Elizabeth Murray had a habit for years and years, Elizabeth and Pam Murray, of drafting documents, detailed documents, and trying

to get their father or others to sign. This is not in dispute. There are several versions of this Dear Daddy letter and other Dear Daddy letters. Elizabeth would write lots and lots of documents and try to get her father to sign those documents.

One of their arguments is that Ms. Murray would try to -- would renew the debt to Mr. Murray because, from time to time, she wrote a Dear Daddy letter and, remarkably, claims that she would deliver it to her father on Christmas luncheon. And none of these letters are signed by Mr. Murray. None of them are -- some of them aren't even dated. There is no evidence whatsoever that Mr. Murray received them. There is no return receipt. There is no evidence whatsoever.

The only one that is in dispute is the February 10, 2006, Dear Daddy letter. And the circumstances surrounding this letter would come out of a John Grisham book. And I'm not going to get into the specifics of it, because then we are getting into questions of fact, and that is not my intention today. Our Motion For Summary Judgment is so strong on the law that I don't want to get muddy into the issues of fact. But just so that Your Honor -- I bring all of this full circle for

Your Honor, this alleged Dear Daddy letter that was drafted by Elizabeth was in the possession of a paramour of Mr. Murray. And she claims that when she was cleaning out her office, Elizabeth Murray had asked her to look for this letter, months after we had denied the claim based on the statute of limitations, and she found this letter where Mr. Murray allegedly signed renewing the debt.

The circumstances surrounding that signature involve, first, a luncheon that earlier that particular day where Elizabeth Murray took her father to lunch, had an individual named Gil Mestler stand in the back of the restaurant, asked him to come over at a particular time to allegedly see her father sign a document. According to Ms. Murray, he signed "agreed," but couldn't sign his whole name.

Later that day, Elizabeth Murray takes Mr. Murray to the paramour's house. That would be Dana Flavin in Greenwich, Connecticut, and allegedly he signed this Dear Daddy letter in the presence of Dana Flavin and Elizabeth Murray. And then Ms. Flavin kept these documents to herself and miraculously found them in 2009 and sent them to counsel for Elizabeth Murray.

All of that, I agree, would be questions of fact. We've got plenty of answers to all of that. But I'd like to stay to legal issues. I only give that to Your Honor as a point of reference.

But this is the document that Elizabeth Murray contends renews the debt. I just show you what it looks like. This is the signature of Mr. Murray. You'll see the date on February 10th, and that's what I was talking about. He signed allegedly "agreed" at one sitting at lunch and then signed his name when he was with his paramour where Elizabeth Murray had arranged for a meeting with her later that evening.

Now, with regard to -- there were two documents on this day. There was this healthcare proxy, which I'm showing you now, and this Dear Daddy letter. Allegedly Mr. Murray signed both of them at the same time. The reason why the healthcare proxy is particularly of interest is because Mr. Murray had a healthcare power of attorney that Edward Bennett drafted for him. Why would he be signing this document at a paramour's house in Greenwich, Connecticut, after that? It makes no sense. And this is where they contend

that Mr. Murray signed the document.

These are the two signatures, Your Honor. Same day, two signatures. The one on the left is the Dear Daddy letter. The one on the right is the healthcare proxy that they contend Mr. Murray signed.

So what did we do? We looked at lots of signatures of Mr. Murray. We gave all those to an expert, who analyzed the signatures of Mr. Murray when there was no question regarding to his competence, and he -- you might know Mickey Dawson, who is a forensic examiner. He is an expert in handwriting, used to work for SLED, and he analyzed the documents. He did the testing that was necessary. And it is his opinion that, to a reasonable degree of certainty, that those signatures on Exhibit A and Exhibit B -- Your Honor, that's the two signatures I just showed to you -- he said when you compared those signatures to the ones of Mr. Murray that he knows are genuine, that those are not genuine signatures.

Now, the affidavit of Mickey Dawson is unrefuted. There is no handwriting expert who has testified in this case by way of deposition or by affidavit that has given the opinion that those

signatures are in fact genuine. This is the only -- this is unrefuted evidence.

So that is the basis now on behalf of the first claim, the lack of standing, judicial estoppel, statute of limitations, and that that debt was never renewed.

So that takes me now to the second creditors claims. Your Honor, this claim, Elizabeth Stylesetters was an interior design. Elizabeth Murray for a short period of time had this business. It wasn't a very big business, but what she did is she assisted with the interior design of a place owned by Mr. Murray called the Inn at Quogue. And Ms. Murray is claiming that Mr. Murray, her dad, owes her over $500,000 in various expenses. To support this claim, we were basically given a box of just random receipts, and it was impossible to make -- figure out anything with regard to these receipts.

So here we are with a creditors claim. Again, that would be a question of fact. I'm focusing solely on the legal issues. And we've got three.

First one is capacity. This letter that Ms. Murray, Elizabeth Murray, says that

Mr. Murray agreed to pay that debt is dated June the 21st, 2007. And this is another one of those long letters that Elizabeth drafts, which she sets forth all of the things that she believes that her father owes her. And it is signed on July 21, 2007. I point that out because, although the letter says June 21, 2007, that was a prior version. Elizabeth would do lots of different versions of the same document, make changes. But the signature on this was just two weeks before Mr. Murray's death in July 21, 2007. And this is the contention of Elizabeth Murray that her father had capacity to sign this document on this date.

And I would remind Your Honor of the testimony of Mr. Murray's treating neurologist, Dr. Bergmann, who stated -- I've already gone through this -- but as of May 23rd, on that office visit, that Mr. Murray clearly did not have capacity. Again, unrefuted.

Now, judicial estoppel is important for this one as well. First of all, this is an answer and cross-petition that Elizabeth Murray and Pamela Murray filed against their father. And in this court document -- this is in November of 2006. In November of 2006, they filed a legal document in

New York that says -- paragraph 96 -- that says, "WEM" -- William E. Murray -- "lacked and lacks the requisite mental capacity to intelligently and knowingly execute a document that purported to remove Elizabeth as a trustee." Not once, twice. Second paragraph, Ms. Elizabeth Murray then claims again that Mr. Murray lacked mental capacity in the New York courts. And a third time, she stated that. And that again is signed by Elizabeth Murray. Your Honor, you see this is actually verification signed by Elizabeth Murray, State of New York, and it is notarized, and the date is November 17, 2006.

This is important because November 17, 2006, Elizabeth Murray claims that her father lacks mental capacity. Then with regard to the Stylesetters claim for these random receipts that she claims that she's owed, on July 21, she says he has requisite mental capacity. And then, shortly thereafter, she signed an affidavit for this court stating that a doctor had determined Mr. Murray was incompetent on July 26, 2007.

This is the affidavit Elizabeth Murray filed in this court. And in paragraph 7, she said the doctors also determined that he was incompetent

at the time. So he's incompetent, he's competent, he's incompetent. That's what Elizabeth Murray signed in this case.

Pam Murray, same thing. She filed the same affidavit indicating that her father was incapacitated, and that was on paragraph 7 with regard to Mr. Murray. And the date is July 27.

Also, a basis for the judicial estoppel with regard to the second claim, this is the statement of net worth, again, that we referred to earlier. There are two of them, a 2006 and a 2007 statement that were from the divorce proceedings of Elizabeth Murray in New York. And she was asked about jewelry, antiques, and all of these other -- any other assets. The part of what Elizabeth Murray is claiming in that 500 and something thousand dollar claim is that she is entitled to art work that was left at the Inn at Quogue. She doesn't identify any of this on her statement of net worth. Again, her signature, you've seen this, this is the second time. Again, zero. And all of this is just about a year or less than when she says she is owed this debt. So that's the judicial estoppel.

With regard to the statute of

limitations defense, it's a little different for Claim 2 as in Claim 1. Again, the applicable Code Section is 62-3-802. And it is undisputed in this case that Elizabeth Murray stopped doing any work whatsoever at the Inn at Quogue in 2002.

I provided her deposition testimony on the screen where she was asked, "And you stopped working at the Inn at Quogue 2002; correct?"

"That is correct."

So she stopped working at the Inn at Quogue in 2002. That's when the statute started to run with regard to any debts that were owed to her from the Inn at Quogue. And clearly she waited until 2008 to file her second claim, which is well outside of the statute of limitations.

So just to -- I know we've been going for a while, Your Honor, so I'm going to wrap it up. Just to summarize the Claim 1, the legal reasons for granting our Motion For Summary Judgment would be standing/unclean hands, that's one and the same argument; judicial estoppel; statute of limitations and laches; and of course that debt was never renewed by Mr. Murray.

And the reasons to deny Claim 2 is Mr. Murray lacked mental capacity on July 21, 2007,

two weeks before his death; judicial estoppel; and the statute of limitations.

So, Your Honor, this matter has been going on for ten years, and it's our job to do everything that we can to make sure that Mr. Murray's testamentary wishes are followed in this case. And as I said earlier, based on the will that he signed in 2005, it was Mr. Murray's intention for his four daughters to all take equally under the will, and granting these claims would alter that significantly.

There is no genuine issue of material fact with regard to these legal arguments. I have tried very hard to stay away from the questions of fact. And clearly we've been in litigation for a long time. There are questions of fact. But putting those aside and just looking at the legal arguments, I mean, no standing, judicial estoppel, statute of limitations, each and every one of those, each on its own merits deserves a Motion For Summary Judgment being granted. But when you look at it in the totality, it's like a motion for summary judgment tsunami.

So, Your Honor, we're asking that you end this litigation so that we can follow

Mr. Murray's testamentary wishes, have this estate probated, and bring it to conclusion for all involved. Thank you, Your Honor.

THE COURT: Thank you. Who is going to argue?

MR. KEFALOS: I'll handle part of it, and Ms. Johnson will handle another part of it. May it please the Court.

THE COURT: Yes, sir.

MR. KEFALOS: I'm George Kefalos, and I represent the Estate of Minnie Murray in this claim against the Estate of William Murray, and I represent Elizabeth Stylesetters in the claim against the Estate of William Murray.

Let me begin by addressing the claim that it is clear that the estate ceased to exist in 1992. Let me address the claim that it is clear the estate, that is, the Estate of Minnie Murray, underwent dissolution and liquidation and it's clear that nothing happened in the Estate of Minnie Murray after 1992.

In that regard, Ms. Hood handed up -- Ms. Craig handed up Exhibit Number 8, which is this release and discharge which was signed by the beneficiaries of the Estate of Minnie Murray. And

in handing it up or in commenting, she observed that she didn't have a filed copy. Well, there is a good reason she didn't have a filed copy, is because that release and discharge was never filed. This estate was never closed.

In fact, we addressed this issue two years ago when the Estate of Minnie Murray asked for the appointment of a special administrator. And at that time the Estate of William Murray claimed that the Estate of Minnie Murray was closed, it had been closed for over 20 years, and that Ms. Elizabeth Murray did not prove that she had a standing to proceed as administrator of the Estate of William Murray. They raised that in 2015.

In response, this court issued -- and I'll hand up a copy of the order, but it's on file. This court issued its order based on the certified orders from the New York circuit court saying that the estate was in fact and is indeed still open and Elizabeth Murray is the duly appointed personal representative empowered to pursue this claim.

There was a time when the girls talked about closing the estate back in 1990 and '92. It was never done. I'll explain in a minute.

Instead, the estate was kept open, and the claim was pursued.

The last point I'll make about this is you would think that if the estate had been closed, that is, the Estate of Minnie Murray had been closed, that the Estate of Edward William Murray would be able to produce an order, certified order, saying the estate is closed and had been resolved. They have not been able to do that. And the reason they haven't been able to do that is because the estate is open, remains open, as you can see from the orders of the New York court.

Now, putting aside all of the family drama in the case, this claim is a pretty simple case about two debts, neither of which the estate disputes. The estate, that is the Estate of William Murray, does not challenge the fact that these debts were originally incurred. Instead, they claim, the Estate of William Murray claims, that the Elizabeth Stylesetters debt has been paid and that the Minnie Murray claim should be barred by the statute of limitations.

Let me talk about the Estate of Minnie Murray. Mr. Murray signed the original note to the Estate of Minnie Murray in 1980. At that time it

was for $240,000. Mr. Murray made six payments through 1986, interest on that note, and stopped paying. The Estate of William Murray would have you think or believe that the Estate of Minnie Murray did nothing for 22 years and waited until Mr. Murray died to assert this claim. Well, that's not true. That's not the case.

When Mr. Murray stopped paying back in 1986, the three sisters, Pam Murray, Liz Murray, and Catherine Murray, got together with their accountants and Catherine Murray's husband, Hilton Smith, who at that time worked for Mr. Murray, to try to figure out how to collect the debt. And this happened in the years '90 and '92, the period of time when these different documents were drafted. Some were signed.

Hilton Smith and the accountants advised the ladies that the best way to keep the debt alive was to send a demand letter every two years to Mr. Murray, and that would renew the debt. Now, we know that's not the law, but this is what they understood that they could do, that they could renew the debt simply by sending a demand letter.

The first demand letter was drafted by Mr. Hilton Smith, and it was sent in 1992. It

said, Dear Daddy, remember you owe us this money. The next one was sent in 1994. The next one was sent in 1996. The next one was sent in 1998. The next one was sent in 2000, then 2002, 2004, and 2006. So every two years, the Estate of Minnie Murray has reasserted the claim against Mr. Murray.

Now, Mr. Murray didn't pay anything more on the claim. But that doesn't mean he didn't acknowledge the debt, because on at least two occasions that we know of, Mr. Murray listed the debt on his financial declarations to banks.

In 1993 Mr. Murray acknowledged the debt to the Estate -- this is after the statute of limitations expired. Mr. Murray acknowledged the debt to Minnie Murray, the debt which began at $240,000 he now showed to be $720,000 on his financial declaration.

In 1995 Mr. Murray again listed the debt, after the statute of limitations had expired. He again listed the debt to the Estate of Minnie Murray. This time it had grown to over $1.4 million by his calculations and his acknowledgment. Now, the irony is that -- the financial statements that I'm referencing are either a part of the record, or we'll be handing

them up as a supplement to the record today.

The irony is that Hilton Smith, one of the men who orchestrated the method to keep the debt alive who drafted the first letter, is today the personal representative. And his interests, his side has changed. So the man who orchestrated the method of keeping the debt alive by sending a demand letter every two years is now denying the claim because they didn't properly keep the debt alive. They should have done something besides follow his advice.

Now, in addition to sending the demand letters every two years, in 2005, Pam and Liz -- by this time the lines have been redrawn. Catherine was no longer allied with them. She was allied with her husband, Hilton Smith. But Pam and Liz calculated how much was due on the debt to the Minnie Murray estate from their father. By this time, it had grown to over $6 million, and they asked their father to sign an acknowledgment of the debt. Mr. Murray signed the acknowledgment of the debt with the breakdown of the calculations in February of 2006.

That acknowledgment, which is in evidence, renewed the statute of limitations. It

renewed the debt. It's as if he signed a whole new obligation, this time for $6.2 million.

In response to that acknowledgment, the estate claims it's a forgery, that the signatures are a forgery. Now, the estate has come up with some witnesses, some expert and lay witnesses who say the signature does not look like Mr. Murray's. There are two problems with this argument.

The first is that Mr. Murray suffered from advanced Parkinson's disease, and it's recognized that Parkinson's disease affects the fine motor skills and will result in a person's handwriting being different from the way it used to be.

The other problem with this argument, if on one hand they say that we've got witnesses that say it doesn't look like his handwriting, the other problem with the argument, there are two independent eye witnesses who witnessed Mr. Murray signing the renewal of the note. Two. It's not necessary for the Estate of Minnie Murray to get a handwriting expert to say it's authentic when they have two independent eye witnesses at different times saw him sign.

And here is what happened. In February

of 2006, Liz took the agreement and met with her father in New York. They went to lunch. And at the lunch, they discussed the obligation to the Estate of Minnie Murray, and Liz said, I'll make a memorial of how much is due and what you owe. Are you willing to acknowledge it? He said he was.

Now, at that time he was -- the Parkinson's disease was pretty bad. At that time he was unable to write his full signature. So what he did is he wrote his initials, and he scribbled what looks like "agreed" on the note. That -- those initials and that "agreed" constitute a legally binding signature, and that was witnessed by a fellow named Gil Mestler who was a colonel in the Army and was a former employee of Mr. Murray. He was familiar with Mr. Murray. He spoke with Mr. Murray. He would talk to Mr. Murray, and he knew that Mr. Murray understood what it was he was doing in February of 2006.

That afternoon, Mr. Murray asked Pam and his driver to take him to visit a woman named Dana Flavin. Dana Flavin lived outside the city, was a former lover of his with whom they had had a baby. They had a child. They remained on very good terms over the years and corresponded. So

they went and had dinner with Dana Flavin.

Now, Dana is a medical doctor, having graduated medical school, but never obtained her license, or at that time never obtained her license. She worked and practiced in Europe or Germany primarily where she did research. But she was in New York at the time. And after dinner, Mr. Murray asked them -- talked with Dana privately. So Dana took Mr. Murray back into another room, and Mr. Murray at this time re-signed the note using -- he was able now to write a better signature of -- not completely legible, but more than just his initials. And Dana Flavin has testified that she saw him, he was competent, he knew what he was doing, he readily understood it, they discussed it, and he signed it.

Now, Mr. Murray asked Ms. Flavin to keep the document for safekeeping. So when they came out of the back room and Liz wanted to know what happened, he said, I've taken care of things, don't worry about it.

So at that time, in February of '06 when he signed the agreement, Dana Flavin put it into her safe where it stayed until this action began and we discovered that she still had a

copy -- she still had the original. In fact, we have the original now in our safe.

Now, Liz didn't get a copy of the thing, and of course Mr. Murray said nothing to her about it. Dana Flavin kept it in safekeeping, and I think you'll see one of the exhibits to the defendant's motion is the letter from Dr. Flavin to me disclosing that, hey, I have this. I talked to Liz a copy couple of weeks ago. She says they're looking for proof of the note. I've got it. I've got the original. Do you want me to send it to you. So she sent it to me in 2009, and we of course produced it and made it available for handwriting analysis.

So as far as the note goes, what we have is two eye witnesses, independent, neither of whom have an interest in this case, who witnessed Mr. Murray sign the note at a time when nobody is challenging his competency, because in February of 2006, Mr. Murray was signing documents for the business and for Hilton Smith. So we have two eye witnesses who saw him sign the note in February of 2006. And against that, the estate has a couple of people that say it doesn't look leak his signature. Well, the question of the signature is a question

of fact with two eye witnesses versus the people that say it doesn't look like his signature.

Now, the fact of the matter is, on the question of the existence of the estate, the estate was never closed and never liquidated. The document which is marked Exhibit 8 Ms. Craig made such a deal about which she said she didn't have a filed copy was in fact never filed and is not on record with the New York courts.

There was a time when these girls, back in '90 and '92, were talking about how to collect this note, that they discussed that and in fact had planned at one time to close the estate but determined that that wasn't the way to go, they should not close the estate. In fact, with regard to Ms. Craig's claim that the estate has been dormant since 1992, Ms. Murray has been making distributions on that estate, from the estate to her sister Pam and her sister Catherine as late as 2006.

The Estate of Minnie Murray owned real estate, and it owned debts to it, and it collected interest and stock. And Ms. Murray would continue and has continued throughout those years to make distributions of those sums to the beneficiaries of

the estate.

Now, let's talk for a minute about that. There is a note, there is a document the ladies signed in 1992 that talks about they agreed to share equally any monies which may become due to the Estate of William -- of Minnie Murray from William Murray. So what they've done is they've agreed to share proceeds, which takes us back to the release and discharge.

The Minnie Murray estate had been originally administered by Leon Murray. Well, Mr. Leon Murray did not handle the estate properly and was making uneven distributions. Some girls got some money. Some girls didn't get some money. Some girls got things in kind. Some didn't get gifts in kind. And Mr. Leon Murray was self-dealing.

Liz and Catherine and Pam petitioned the court to have Mr. Leon Murray removed as administrator and had Liz appointed. And if you'll read that, one of those documents in the record, there is an accounting that they signed. So what happened is, at that time, Liz said, let me go through and I'll figure out what it takes to true us up, who got what so far, and then we'll settle

it, and we'll move forward. And so at that time she prepared the accounting, which is not attached to the exhibit to the Estate of William Murray. She prepared an accounting. The ladies looked at it and said, all right, that's right. And they all signed off on it, and they released Liz for any liability for any of those past due claims. And they said, all right, we'll start from ground zero, and from here on, you'll make the distributions the way they're supposed to be made.

The fact that they agreed to divide the proceeds that came into the estate equally does not change the fact that the estate still had the claim against William Murray. There is -- there is no assignment of the note. The note has never been forgiven or assigned. What we have are women who have an expectancy in the Estate of Minnie Murray who agree among themselves that they'll divide equally how much comes in to the estate from the debt of William Murray.

Moreover, they also agree in that same document, they say, and if anybody gets any special treatment -- see, what the girls were concerned is that dad might try to curry favor by paying some money to one of the daughters and not to the

others, and they agree in that same agreement that if anybody gets anything more than an equal share, then you will account to us and divide your share equally among us.

So that agreement is not an assignment of the note. It is simply an agreement that these ladies will share equally in the proceeds. And what they say is any monies which may become due. So they're talking about money in the future. They've not taken control of the note. They've not taken assignment of the note. There is no assignment. What they agreed to say is any money that may become due from William Murray to the estate we'll divide equally. That agreement in no way affects the Estate of Minnie Murray's right to enforce the debt against William Murray. The note can't be transferred out of the estate without an assignment, and there simply is no assignment.

Let me talk for a minute about judicial estoppel. Ms. Craig brought up the issue of judicial estoppel in two contexts, first, taking the position -- Ms. Craig said that Liz Murray took the position in New York courts that the estate was closed and the estate was liquidated, and now she's taking the position in South Carolina courts that

the estate is open and the debt has not been liquidated.

Well, I started off by pointing up the court order that shows it's not inconsistent with the petition because the New York state never closed the estate, and the claim was never liquidated. They had talked about it at one time, but none of those documents were ever filed with the court. The court did not issue an order dissolving the estate, and she's not taking an inconsistent position today. In fact, it is perfectly consistent with all of the documents and all of the distributions that she's made to the sisters over the years.

The other issue of judicial estoppel comes about because of the financial declaration claim put in the divorce.

Now, judicial estoppel has a number of elements. One is that there has to be a totally inconsistent position taken by the same party in the same or related proceedings with the intent to mislead the court. Judicial estoppel is not applicable here because, first, the legal proceedings aren't the same or even similar or related. Liz Murray's divorce is not related to

Minnie Murray's claim against the Estate of William Murray. The parties aren't even the same. Liz Murray is not a holder of the note. The Estate of Minnie Murray is the holder of the note.

The positions are not necessarily inconsistent, let alone totally inconsistent as required by the rule. The fact that Liz might have failed to disclose this potential inheritance on her financial disclosure in divorce proceedings is not -- does not mean that her mother had no claim or the mother's estate had no claim against William Murray.

Let me put it another way. The fact that she may have omitted that from the divorce proceedings does not mean that the claim didn't exist. You can argue, you can accuse her of perhaps an inconsistency or impeaching the witness, but even with that, you'd have a difficult time, because, in that same proceeding, the form which asks for the potential inheritances is about a 12-page form, check, check, check, check, check, check, and she didn't check the potential inheritance. But in the same proceeding, she filed an affidavit where she explained that she was receiving money from the Estate of Minnie Murray.

So it's hard to accuse a person of trying to conceal the fact that she has a potential inheritance when she files an affidavit saying I've got money coming in from the estate of my mother.

The last point is that there is no evidence that Liz knew that her father had signed the note renewal when she filed the financial declaration in the Family Court. Keep in mind that that was filed in '07, and we didn't discover that Mr. Murray had signed the renewal of the note until 2009.

Anyway, it is a clever argument, but it is a red herring, because judicial estoppel has nothing do with that case, the divorce proceedings and the renewal of the claim.

Now, I think I've addressed everything that Ms. Craig brought up. There was one thing that she didn't talk about but was important in the brief, and that was the timeliness of the claim. In the brief, the Estate of William Murray claimed that the petition for the allowance of the claim was filed late.

The estate in its brief argues that the petition to allow the claim should have been made on September 21st, but wasn't made until September

22nd, because 30 days from the disallowance of the claim, from the time they mailed the disallowance of the claim, would have been September 21st. The problem with that argument is that September 21st is a Sunday. And under the rules, when the deadline falls on a Sunday, it's automatically extended to the following day, which was September 22nd, which was the day the petition for the allowance of the claim was filed. It was timely.

Ms. Johnson will talk about the claim of the estate of Elizabeth Stylesetters -- I'm sorry, the claim of Elizabeth Stylesetters.

MS. JOHNSON: May it please the Court.

THE COURT: Yes.

MS. JOHNSON: I'm going to talk to you a little bit about the claim of Elizabeth Stylesetters, which was a company owned by Elizabeth Murray. Elizabeth Murray did a lot of work for her father's properties, not just his commercial properties, but his residences. She did this throughout the years. And in Mr. James Ma's affidavit, which was submitted by the Estate as Exhibit 41 to their brief, Mr. Ma admits that Ms. Murray, through Elizabeth Stylesetters, provided a lot of services to Mr. Murray, and they

had an understanding where Ms. Murray would submit receipts and invoices for her work and for reimbursement of her expenses. Mr. Ma's job as Mr. Murray's accountant was to run the expenses and invoices by Mr. Murray, and that Mr. Murray always instructed him to pay those invoices and reimbursements.

Now, that makes Elizabeth Stylesetters' claim a very simple claim. None of the defenses that the estate raised to that claim are applicable because in fact the estate admits that the services were provided, that the claim exists, but disputes the amount of the claim.

Mr. Ma in his affidavit testified that he believes or is convinced that Ms. Murray was completely reimbursed for her expenses and paid for her work. Well, in fact, Ms. Murray, Elizabeth Stylesetters, submitted vast evidence, ample receipts of the work she had performed and the expenses that she incurred. So it becomes a question of fact. And while the estate is trying to shy away from the facts of this case, you cannot, because this is a factual dispute.

I'm going to address a few of the arguments Ms. Craig made. The estate claims that

also that Elizabeth Stylesetters' claim is barred by judicial estoppel, one because she did not disclose that debt in her divorce filings. Well, she may not have disclosed that in her financial declarations, but in Ms. Murray's affidavit to the court in her divorce proceedings, she disclosed that she had received $3000 a month from her father monthly and that 2000 of those funds were to go towards Elizabeth Stylesetters' debt. That affidavit was filed following the financial declaration.

Let me explain, it is true that Elizabeth Stylesetters claims for some of the work she had performed stem from work performed in 2001, 2002. Nevertheless, the estate, Mr. Murray, had paid Elizabeth Murray $2000 a month towards those claims.

Now, a claim for a debt -- the statute of limitations for a claim for a debt starts to run from the time the last payment was made. The estate admits that the last payment made to Ms. Murray in the amount of $3000, of which $2000 was to be allocated to Elizabeth Stylesetters, was in May 2006. The statute of limitation cannot possibly apply to a claim for the collection of a

debt where the last payment was made in May of 2006 and Ms. Murray's claim was submitted in 2008.

That being said, I'm going to address the Freeman litigation also, which the estate claims would judicially estop Ms. Murray from submitting this claim. George talked to you a little bit about the elements of judicial estoppel. There is no way that the estate can show that the -- that Elizabeth Stylesetters, first of all, made any representations to the court. The debt is owed to Elizabeth Stylesetters.

THE COURT: Please say that again. You confused me just now.

MS. JOHNSON: Okay. I'm sorry. So judicial estoppel applies when we have the same parties. The party claiming the debt due from Mr. Murray's estate is Elizabeth Stylesetters, which is a corporation started by Elizabeth Murray doing design work. Elizabeth Stylesetters made no representations to any court in New York or anywhere else as to Mr. Murray's capacity. Elizabeth Murray made representations.

But to give you the background of the Freeman litigation, the Attorney General in New York has accused Mr. Murray of fraudulently

conducting transactions. Ms. Murray admittedly believed that, at times, Mr. Murray was subject to undue influence. And in her petitions to the court, verified petitions to the court, she did allege that Mr. Murray was partially incompetent. That was not what was shown to you. But her allegations, he was partially incompetent, because, at times, he was subject to undue influence and was unable to concentrate. With that in mind, that is not an inconsistent position. That is not a totally inconsistent position as required to establish judicial estoppel.

The Freeman litigation and the estate litigation are in no way related. This is the second element of judicial estoppel. The position must be taken in the same or related proceedings involving the same party or parties in privity with each other. The estate cannot possibly meet this element because there is no -- the parties are not the same.

The inconsistency must be part of an intentional effort to mislead the court. This is another element of judicial estoppel. There is no allegation even that any representations made in the Freeman litigation are an intentional effort to

mislead the court. And even if there were, the estate cannot show this without creating a question of fact. It is a question of intent as to any representations made by Elizabeth Murray.

And, again, the last element of judicial estoppel is the positions have to be totally inconsistent. They're not. The estate -- Ms. Murray alleged and sustained opinion and believed that Mr. Murray at times was not capable of handling his affairs. In fact, his doctors didn't believe that he was incompetent until May of 2007. In April of 2007, Mr. Murray signed a letter acknowledging his debt, part of his debt, to Elizabeth Stylesetters. That letter is attached to our response to the Motion For Summary Judgment.

And, again, even if the Court were to conclude that Ms. Murray cannot -- took inconsistent positions, there is no need for the acknowledgment of the debt to Stylesetters. The course of business established throughout Mr. Murray's life was that Ms. Murray was providing -- Elizabeth Stylesetters was providing several services to him for his commercial and personal properties in that she were to submit invoices and receipts for reimbursement to Mr. Ma

who would pay them.

Well, that is what happened here. Part of the debt was an old debt that he had continued to pay, $2000 a month. The other part were services that she had provided to Mr. Murray for some of his apartments here, for some of his apartments in New York, for 1565 Brianna Lane. Elizabeth Stylesetters takes the position that not all of these services and not all of her expenses have been reimbursed. The estate in turn submits the affidavit of James Ma who says he thinks that the expenses have been paid. This simply is not a question that can be resolved by summary judgment. It's a question of fact.

And that's all I have.

THE COURT: Thank you. Respond?

MS. CRAIG: Thank you, Your Honor. I'll try to be brief. Taking Claim 1, first, Your Honor, with regard to the standing argument and counsel's references to the estate remaining open after the 1992 agreement was signed, with regard to the document not being filed, you will recall I showed you the document that said that it was the intent of the beneficiaries to liquidate the estate without going through probate.

We contend that the release and the refunding receipt agreement, every single page of that document is initialed. The key page, which is the memorandum where they transfer the asset out of the estate is signed by all three sisters, and then you've got the notary public for three of those documents that are filed. It is clear that it was the intent to close the estate in 1992.

But let's just put that aside for a minute. What's even more clear is that the asset, being the debt owed by Mr. Murray to the Minnie Holmes estate was transferred out. That document is unrefuted. And it's the memorandum, December 12th, 1992, that is signed by all of the sisters. And it's our Bates Stamp Number EEM 0984 where it says that that debt would become community property between Pam, Elizabeth, and Catherine Murray on a joint not several basis.

So we believe it's clear that the estate was intended to be closed. But even if it wasn't, this asset was no longer owed by the estate. That's why there is no standing, because this is not an asset that belonged to the estate as of 1992, and there is no genuine issue of material fact with regard to these legal documents.

With regard to the 1993 and the 1995 schedules that Mr. Kefalos referenced where Mr. Murray listed the debt on a schedule, I refer Your Honor to the case of In re Vaughn. This is a bankruptcy case, but it discusses in -- it's pretty recent, 2015 case, where it discusses renewing a debt, and it outlines law in South Carolina very well. And that says cases says that although modern case law in South Carolina on debt revival is sparse, older cases provide enough guidance for this court to conclude that the debtor's inclusion of the debt in her schedules did not reset the statute of limitations.

So regardless of what was listed in 1993 and 1995, that is not sufficient to reset the statute of limitations. But the statute of limitations would have run anyway, six years, by taking their latest date of 1995. But this is a very good case where it sets out the law and says that a new promise to pay may be implied as well as expressed, but it must amount to an unqualified admission of an subsisting legal liability. It must be established by evidence unambiguous and full.

The law is very clear about if a debtor

wants to renew a debt, how clear it has to be. And that is not what we have in this case.

I'd also like to refer Your Honor to the Suber v. Richards case in addition to In re Vaughn.

Then with regard to the discussion about the 2006 Dear Daddy letter that Mr. Kefalos claims renews the debt, he spent quite some time discussing those facts, and those are facts. And the reason why I told you at the beginning I was going to focus on the legal issues and not factual issues, because there are facts that are in dispute with regard to that 2000 Dear Daddy letter. But at the end of the day, there is only one expert, handwriting expert, who has testified with regard to the genuineness of those signatures.

And then with regard to judicial estoppel with the first claim, the operative case, of course, is the Hayne Federal Credit Union v. Bailey case which sets out five factors that have to -- excuse me, five elements that must be proved. And I'm just going to walk through those.

First is the two inconsistent positions taken by the same party. That's the first one. In this case, Elizabeth Murray claims she has an

interest -- $6 million owed to the estate of her mother. But in the contested divorce in 2006 and 2007, Ms. Murray provided the two sworn statements of her net worth to the Supreme Court of New York where she did not disclose the outstanding payments due from her father. She testified there was no place for it. That is the first element that's met with regard to judicial estoppel.

The second one is the positions must be taken in the same or related proceedings involving the same parties with privity with one another. We do have the same party. We have Elizabeth Murray, and the related action is we're talking about the same thing. We're talking about whether or not this debt existed in the estate or not.

The third element, the party taking the position must have been successful in maintaining that position and have some benefit. Clearly Ms. Murray received a benefit from not disclosing the alleged payment of the prospective interest from her father in her net worth because her husband, his alimony was based on her not having that marital asset.

The fourth element is the inconsistency must be part of an intentional effort to mislead

the court. Ms. Murray testified that her father told her the debt was coming to her at the time of his death. We do not agree that. But per her own testimony, if she thought it was coming to her at Mr. Murray's death, she should have disclosed it on that statement of net worth and failed to do so, and thus intentionally misled the court.

And then the fifth element is also met because these are two totally inconsistent positions in New York saying she's owed nothing and here in South Carolina saying that she is owed over $6 million as of 2008. As I indicated, it's about twice that now based on the 12 percent interest. That's Claim 1.

Now I'll respond, Your Honor, to Claim 2. The statute of limitations, it is not in dispute that Ms. Murray stopped working in 2002. And when she was asked in her deposition, "So if you thought that these debts were due to you from the Inn at Quogue when you stopped working there in 2002, why didn't you sue your father?"

Her response is that it would have evoked a draconian response from her father if she sued him during her lifetime, which is totally inconsistent with the fact that she did sue her

father within a year of his death in the Samuel Freeman Trust litigation.

With regard to the judicial estoppel argument with the second claim, I again refer to the Hayne case, which is instructive and on point with regard to the judicial estoppel argument as well.

Based on all of these arguments, Your Honor, we again ask that you grant the estate's Motion For Summary Judgment. Thank you.

THE COURT: Anything further?

MR. KEFALOS: Just a brief reply.

THE COURT: Okay.

MR. KEFALOS: That would be the -- pardon me. Your Honor, on the issue of who owns the debt, Ms. Craig made it clear it is a question of fact because she said that it is -- that we contend that it was clear that the intent was to close the estate in 1992. Well, there is some evidence that they considered closing the estate in 1992. But there is no evidence that they ever did close the estate in 1992.

And then with regard to her claim that the note was transferred out is not refuted, well, that's not so, because that agreement, which is I

think Exhibit 6 in their exhibits, transfers only the income which may become due from the debt. It does not transfer the debt itself. There is no assignment of the debt. All these girls agreed to do was divide any income which in the future may become due to them.

That's all I have. Thank you, Your Honor.

THE COURT: Thank you. Nothing further?

MS. CRAIG: No, Your Honor, not from the estate.

THE COURT: Thank you.

MS. JOHNSON: No, Your Honor.

THE COURT: Attorney Duggan?

MR. DUGGAN: Your Honor, I was wondering if I could have one moment to talk about my clients' position in this matter?

THE COURT: Yes, sir. Come forward.

MR. DUGGAN: Thank you, Your Honor. As you said earlier, I represent Catherine Murray Smith and Brianna Murray Rodriguez. I'll be super brief. Your Honor, they support everything Molly Craig has said this morning. And I just wanted to bring to the Court's attention that we believe that

the promissory note was fully assigned to the three children. The December 12, 1992, memo says that the total obligation owing from the William E. Murray estate was transferred to the three children. It says that right in the memo.

And, Your Honor, I would just add that sometimes the question of why is really important. Why was this claim brought in the name of the estate instead of brought in Elizabeth's name? And I would represent to the Court, I believe that she was very concerned about the in terrorem clause, so she wouldn't bring it in her personal name. And she also didn't want to again contradict the New York filings that she was making.

That's all I have, Your Honor.

THE COURT: Okay. Thank you very much. Yes, sir.

MR. HAGERTY: Your Honor, John Hagerty. If I could say a few words on behalf of Mr. Murray and his estate.

THE COURT: Yes, sir.

MR. HAGERTY: Good morning. Your Honor, I'm John Hagerty with Nelson, Mullins, Riley & Scarborough, and I've known Bill Murray for over 30 years, and I have represented Mr. Murray and his

entities in business transactions for more than 16 years. So that was many, many years before he died. And I got to know him well, and he was, as you probably ascertained, a very colorful person. So you've heard a lot today about very interesting characters, former lovers, drunkards, friends, associates, all kinds of characters involved here. And you've also heard about competency, when he was competent, when he was not, but also undue influence, what influences there may have been before he was either competent or rendered incompetent.

A lot of these details would have amused Bill Murray. What would not have amused Bill Murray, however, is this extraordinary circumstance where what was originally a $240,000 debt, because it is associated with a 12 percent interest rate, now becomes $12 million. And I might add, the longer this whole process takes, the longer there is a 12 percent interest rate on this $240,000. Very cleverly done, where the longer you drag this event out, the more money you make because, I don't know about you, but none of the rest of us can make 12 percent on our money in the interim. So it gets from this $240,000 to

$12 million.

Why is that of interest to me and what I want to say to you is this. That effectively, because of its size, will cut out Brianna, one of his daughters. And in my long association with Bill Murray, it was always clear to me, as he stated in his will that -- it was one of his last events he did with Edward Bennett, is that he wanted all four of his daughter treated equally. And the effect of all of this interesting testimony about who said what, who did what, I would say to you that one thing you could think about, one thing that's very clear, is his intent. His intent was to take care of his four daughters through his will and give them equal shares and not be paying $12 million at this date. Thank you, Your Honor.

THE COURT: Thank you. Anything from any of the other attorneys?

MR. KEFALOS: The only comment I'll make is Mr. Hagerty's observations are in the nature of testimony, evidence outside the record. We don't know, for example, what would happen if the estate paid a $12 million claim because the estate has never disclosed to us what the status is, what are the assets, what are the tax

liabilities, and how much money is left to distribute to the heirs. We don't have any idea. Mr. Hagerty is saying it will cut out Brianna. We don't know that. They refuse to tell us that. They refuse to give us that information. It's self-serving.

THE COURT: Thank you.

MR. HAGERTY: I could point out, Your Honor, that Bill Murray directed under the terms of his will that we not provide that information.

THE COURT: I understand. The Court has been with this case for a number of years. Believe me, I do know that. Thank you.

What the Court is going to do is to take this under advisement. But what I'd like to have are proposed orders. I'd like to give you a shorter window. And so I know that's usually difficult during the summer months. So how short of a window can I have in terms of getting proposed orders?

MS. CRAIG: Your Honor, just let us know when you'd like it. We'll have it available.

MS. JOHNSON: Same here, Your Honor.

THE COURT: Is two weeks too short?

MS. CRAIG: That's perfectly fine, Your

Honor.

MS. JOHNSON: That will be fine, Your Honor.

THE COURT: Two weeks from today, when would that be? The 8th. So if we could have proposed orders by the 8th, and if you all could send them to the law clerk, he'll give you his e-mail address. Thank you very much.

(The proceedings recessed at 12:00 noon.)

CERTIFICATE OF REPORTER

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

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

Witness my hand, I have hereunto affixed my official seal this 27th day of July, 2017, at Charleston, Charleston County, South Carolina.

Janice N. Shepherd, RPR, CSR
My Commission expires
October 10, 2024

STATE OF SOUTH CAROLINA
PROBATE COURT
COUNTY OF CHARLESTON
IN RE: THE ESTATE OF WILLIAM EDWARDS MURRAY,
Deceased,
CASE NO. 2007-ES-10-0116

VIDEO
DEPOSITION OF: HILTON SMITH
DATE: December 16, 2014
TIME: 9:06 AM
LOCATION: Law Offices of
HOOD LAW FIRM, LLC
172 Meeting Street
Charleston, SC

TAKEN BY: Counsel For the Elizabeth Murray and Pamela Murray
REPORTED BY: Roxanne M. Easterwood, Registered Professional Reporter
VIDEOGRAPHER: Nick Stello
A. WILLIAM ROBERTS, JR., & ASSOCIATES
Fast, Accurate & Friendly

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(INDEX AT REAR OF TRANSCRIPT)

STIPULATION

It is stipulated by and among Counsel that this deposition is being taken in accordance with the South Carolina Rules of Civil Procedure; that all objections as to Notice of this deposition are hereby waived; that all objections except as to form are reserved until the time of trial; and that the deponent does not waive reading and signing of this deposition.

* * * * * * * * * * * *

VIDEOGRAPHER: We are now on the record. Today's date is December 16, 2014. The time is 9:06 a.m.

This is the video deposition of Hilton Smith. This deposition is taken in the matter of in re: The Estate of William E. Murray, Civil Action Number 2007-ES-10-0116.

Counsel, please introduce yourselves for the record.

MR. KEFALOS: This is George Kefalos, and I represent the estate of Minnie Murray and Elizabeth StyleSetters.

MR. SLOTCHIVER: Stephen Slotchiver, on the same side.

MS. HOOD: Molly Hood. I represent the

estate of William E. Murray.

MR. HOOD: Bobby Hood, the same.

MR. HAGERTY: John Hagerty, representing Hilton Smith.

VIDEOGRAPHER: Would the court reporter please swear in the deponent.

HILTON SMITH
being first duly sworn, testified as follows:

EXAMINATION

BY MR. KEFALOS:

Q. Hilton, I'm George Kefalos, and we have met sometime ago. I want to ask you some questions about what you might know about this claim today. Do you feel well enough to answer my questions today?

A. Currently, yes.

Q. Okay. Will you give me --

A. I'm a little cold.

Q. It's warm. It's not as cold as it was last time. Will you give me full and complete answers to my questions today?

A. To the best of my ability.

Q. Sure. And if you don't understand a question, will you direct your comments or questions to me rather than to anybody else so

that I might explain it to you?
A. Yes.
Q. Good. Let's talk a little bit about your background. First of all, how old are you?
A. I'm 60 years old.
Q. Okay. Where do you live?
A. I live in Hollywood, South Carolina in Stono Ferry neighborhood.
Q. How long have you been there?
A. Ten years.
Q. Prior to that time where were you living?
A. I was living in Hagerstown, Maryland.
Q. And how long were you up in Hagerstown?
A. Moved to Hagerstown, Maryland in about 1979. The last time I moved to Hagerstown was in 1979, and I lived there until about 2004.
Q. Where are you from originally?
A. Grew up in Washington, D.C.
Q. You went to high school in Washington?
A. I went to high school in Hagerstown.
Q. And how about college, did you attend college?
A. I went to college, yes.

Q. Where did you attend?
A. Georgetown University.
Q. Did you get a degree?
A. Yes, I did.
Q. What was the degree?
A. International finance.
Q. When did you graduate?
A. 1976.
Q. You were employed after that time. What was your first employment?
A. After college?
Q. Yes.
A. The World Bank.
Q. And where were you based?
A. Washington, D.C.
Q. What were you doing for the World Bank?
A. I was a research assistant in the industrial projects department.
Q. How long were you there?
A. About a year-and-a-half after I graduated. I had worked there as an intern during college. But after I graduated, my first job after college graduation, the World Bank, and that lasted about a year-and-a-half.

Q. Where did you go after World Bank?
A. I started working for East Bay Company.
Q. Bill Murray's company?
A. Bill Murray's company, East Bay Company.
Q. How did you meet Bill Murray?
A. I met Bill Murray because I married his daughter Catherine.
Q. How did you meet --
A. And through that I had an introduction to her father.
Q. How did you meet his daughter Catherine?
A. How did I meet his daughter? Catherine went to Georgetown University. We were -- you know, we met each other at college and from there became married.
Q. Okay. When were you married?
A. 1977.
Q. And was that the time that you then moved down to work for the East Bay Company?
A. I moved to East Bay Company, it was about June or July of 1977.
Q. And did you relocate to Charleston at

that time?
A. We moved here, yes.
Q. So you stayed in Charleston from '77 to about, what did you say, '96, when you went back to Hagerstown?
A. No. I said '77. I moved back to Hagerstown for the first -- no. No. What did I say? I moved back in '79 to Hagerstown. I was in Charleston from about '77 to '79.
Q. And then Hagerstown?
A. Then Hagerstown.
Q. Came back to Charleston for a while?
A. Then I came back to Charleston. In about 2000 -- well, I -- I had moved to Charleston in 2004. But I came back here all during my employment, all during my -- my business years. I continued to have some in -- some involvement with our East Bay Company and other assets here in Charleston.
Q. What was in Hagerstown that the East Bay Company was involved in initial -- initially -- initially that took you back there?
A. I went back to Hagerstown for no related reason to East Bay Company. I moved up there to do business for myself.

Q. Well, I'm -- I'm not following it then. Because you married Catherine and you moved to Charleston to work for the East Bay Company?
A. Uh-huh.
Q. And then you moved back to Hagerstown?
A. Yes.
Q. So did you leave the East Bay Company at that time?
A. Yes.
Q. Oh, okay. What were you doing with -- for East Bay Company when you first started?
A. I was running the development of the Save Charleston Partnership, which was a gourmatisserie being built on Market Street and a few other assets down here.
Q. You did that for about two years?
A. About two years.
Q. What prompted the leave?
A. My wife wanted to leave.
Q. She wanted to leave Charleston?
A. Yeah.
Q. Had she been raised in Charleston or raised in New York?
A. She was raised in New York City and went to a number of places during the course of

her younger life up until college. She lived in -- raised in New York. Primarily that's where she spent her time.
Q. Did you have any problem with Bill Murray at the time of your departure from Charleston back to Hagerstown, Maryland?
A. What do you mean?
Q. Well, I want to know, did you -- did you quit the job? Was there difficulty with your boss? Was there --
A. I'm sorry. I thought I answered the question. My wife wanted to leave. So I resigned.
Q. Okay.
A. And we moved to Hagerstown.
Q. What did you do when you were in Hagerstown?
A. I had acquired a building up there, a downtown property, which we purchased and developed and operated.
Q. What was that property?
A. It was known as the Dagmar Hotel.
Q. Okay. And how long did you -- let's see. You moved back. You purchased the Dagmar. You worked that. Did you eventually reestablish

your connection with Bill Murray?
A. I never really lost my connection in relation to Bill Murray, but I resumed business activities with him shortly after I returned to Hagerstown.
Q. Okay. What sort of activities were you involved in with Bill Murray at that time?
A. We -- we acquired several pieces of real estate.
Q. Did you -- what -- what real estate was this? And were these in your own names or in the company name?
A. The main -- I mean, I can't remember everything, George. But one -- one property was the Hamilton Hotel, which was owned by an entity.
We rarely bought assets in our own name. Typically we bought them in the name of a partnership or an LLC or a sub S corporation. And tax laws have changed over the course of the late '70s/early '80s to now. So the entities may have changed from then to now, the type of entities.
But we typically bought assets and entities. And the one I can remember, the first one was the Hamilton Hotel.
Q. How did your relationship, your

business relationship with Bill Murray progress from the time that you purchased the Hamilton Hotel with him?
A. Well, we continued to be involved in business for many years.
Q. Your business contacts expanded with him?
A. Yes. Our business involvement, our contacts, our relationship nurtured over -- up until the time of his death. We continued to be business partners.
Q. Okay. Well, that's what I'm interested in learning. How did you evolve from buying a hotel to what you call business partners?
A. Well, buying a hotel together I would call being business partners.
Q. Okay.
A. And when we did that investment together we were successful, and we continued to buy other assets together. So it was just an ongoing business relationship that had started in Charleston and continued for a long time.
Q. Was the business relationship an ad hoc; that is, project by project, or did you have a continuing vehicle from which you operated?

A. What do you mean a continuing vehicle?
Q. Let me ask you like this. Eventually -- you eventually joined the East Bay Company?
A. My first position was with the East Bay Company here in 1977.
Q. Yeah, but when you moved back to Hagerstown you re -- you reacquired a position in the East Bay Company?
A. No.
Q. Did you ever reacquire a position in the East Bay Company?
A. Yes. I came back here in 1999 and became the president of East Bay Company.
Q. Okay. Between '77 and '99, 22 years, did you have any official role in the East Bay Company?
A. I think I was on the board of directors.
Q. Okay. You weren't an employee of the East Bay Company at that time?
A. No, I was not.
Q. And your business dealings with Mr. Murray were on a parcel-by-parcel basis?
A. Parcel, building. We'd set up an entity when we'd buy something and go on and on

and on.
Q. What was your position with the East Bay Company at the time of Bill Murray's death?
A. I was president, CEO.
Q. When did you assume that role?
A. 1999.
Q. So when you came back?
A. When I came back here I became president and CEO of East Bay Company.
Q. You are still married to Catherine?
A. Yes, I am.
Q. Do you have children?
A. We do.
Q. How many kids?
A. We have two sons.
Q. And their name?
A. Hilton Charles Smith, III.
Q. How old is he?
A. He's 33.
Q. Okay. The other one?
A. Christopher Rutledge Smith. He's 31.
Q. All right. Where are they?
A. Christopher lives in Hagerstown, Maryland. Actually, it's called Williamsport, Maryland, which is a small town outside of

Hagerstown. And Hilton lives -- Hilton, my son -- our son, lives on James Island here in the South Carolina -- Charleston area.
Q. Now, let me ask you. Have you ever been arrested? I don't mean to offend you, but I ask all witnesses this question.
A. I've never been arrested.
Q. Never. You are the -- one of the personal representatives of Bill Murray's estate?
A. Yes, I am.
Q. What are your duties --
A. Well, actually, I'm a personal representative of, yeah, of his estate, correct.
Q. Yeah. What are your duties as personal representative?
A. My duties are to uphold the wishes of the creator of the -- of the will and trust. That's a primary duty. And we also have a duty to our beneficiaries to make our best effort to ensure that we add value, manage the -- the assets that Mr. Murray left behind in the best way that we can.
Q. If -- if I were to look in on you one day at work what would I see you doing?
A. Probably depends on the day you were

looking. I do whatever I have to do.
Q. Well, tell me the kinds of things that you do on a typical day as part of your duties as personal representative?
A. As personal representative, it's really varied, but it's -- it's based on the makeup of the assets of the estate, which are primarily real estate. So you're refinancing. You're buying. You're selling. You're negotiating with tenants. You're dealing with maintenance issues, trying -- you know, it's a variety of things.
But when you run a business you -- I've learned you really kind of do whatever you need to do. So that's what -- what I do.
Q. Now the East Bay Company is one of the assets of the estate?
A. George, I am under a confidentiality agreement as the executor trustee of the William E. Murray trust and will, specifically states that I'm not allowed to discuss any of the financial information other than what is specifically required under the terms of the will, which is all done on a -- every six months we provide our financial information that we're required under

the trust document, and anything more than that I compromise my position as a trustee to share with you financial information or specifics of the trust.

That's what I understand to be the case. So I don't feel comfortable unless I'm authorized by counsel to answer questions about the specific financial aspects of the trust.

Q. Well, I am not asking about the specific financial aspects.

A. You asked is that owned by the trust.

Q. Is the -- is it owned by the trust?

MR. HOOD: What's the question? Is what owned by the trust?

MR. KEFALOS: Is the East Bay Company owned by the trust?

MR. HOOD: To answer that he'll have to violate the terms of the trust I believe.

BY MR. KEFALOS:

Q. Do you have a position with the East Bay Company?

A. I'm the president, CEO of East Bay Company.

Q. Okay. How many employees are in the East Bay Company?

A. Just give me a second.

Q. Uh-huh.

A. Approximately twelve, thirteen.

Q. Where are they located?

A. All of our employees are located in the Charleston area.

Q. Okay. So you wear two hats: You are the personal representative of the estate, and you are also the CEO of the East Bay Company?

A. I do both of those jobs. Yes, sir.

Q. Where are your -- where are your -- where are the headquarters of the East Bay Company?

A. The headquarters of East Bay Company are at 215 East Bay Street.

Q. Is that where the books and records of the East Bay Company are kept?

A. Books and records are kept both here and also in Hagerstown, Maryland.

Q. Is there any one person who is in charge of the books and records of the East Bay Company?

A. Primarily, one person would be my son, Hilton Charles Smith, III.

Q. Okay. Well what is his educational

background?

A. He is a graduate of Vanderbilt University in business, finance.

Q. Okay. Does he have a degree beyond that?

A. That's the only degree he has. May I ask a question?

Q. Yeah.

A. Who are you?

MR. EPTING: My name is Andrew Kenneth Epting, Jr.

THE WITNESS: Andrew Epting, Jr. Nice to meet you.

MR. EPTING: Andrew Kenneth Epting, Jr.

THE WITNESS: Nice to meet you, sir.

MR. HOOD: Who just walked in the room. And this is the deponent, Mr. Hilton Smith.

BY MR. KEFALOS:

Q. So the East Bay Company has twelve employees. Are there any --

A. Approximately.

Q. Approximately. Are there any employees of the estate of William Murray?

A. You're asking me if the estate of

William E. Murray has any employees?

Q. Yes.

A. No.

Q. As the president of the East Bay Company, do you have the authority to hire and fire?

A. Yes.

Q. And you have the authority to set salaries?

A. With the -- some salaries I have the authority to set. Others require the approval of the board.

Q. Who's on the board?

A. The --

THE WITNESS: Am I allowed to answer this? He's asking me about who's on the board of an asset owned by the trust.

MR. KEFALOS: Well, you direct your questions to me.

THE WITNESS: Well, I'm trying to make sure I don't violate a confidentiality agreement.

MR. HOOD: If he violates it and loses his rights into the trust, absolutely. So I think we just have to move away from the trust.

MR. KEFALOS: I'm not asking about the

trust. I'm asking about the East Bay Company, who sets the salaries and who's on the board.
MR. HOOD: I don't know enough about it to -- do you know? Is it trust? Can we take a break and discuss it?
MR. KEFALOS: Sure.
MR. HOOD: With John at least, yes. I, candidly, don't know enough about it to advise him.
VIDEOGRAPHER: Going off the record. The time is 9:25 a.m.
(A recess transpired.)
MR. HOOD: I don't think he can answer it. We just have to be extra cautious here because of the terms of the trust. He would loss all interest if he violates it.
MR. KEFALOS: Back on the record.
VIDEOGRAPHER: We're back on the record. The time is 9:26 a.m.
MR. KEFALOS: So you were saying.
MR. HOOD: Yes, I would ask the witness not to answer the question.
MR. EPTING: On the grounds?
MR. HOOD: Well, I'll deal with one lawyer at a time.

MR. KEFALOS: You can deal with me. What is the basis for the direction of the witness on this?
MR. HOOD: Because I think it will violate the terms of the trust.
MR. KEFALOS: What would happen if he violated the terms of the trust?
MR. HOOD: I think he would lose significant rights and interest in the trust.
MR. KEFALOS: Who would assert that?
MR. HOOD: Well, I'm asserting it as the lawyer for Mr. Murray's estate.
MR. KEFALOS: You would be the one that would remove Mr. Hilton for revealing --
MR. HOOD: If he does something that violates what Mr. Murray wanted, I'll be the one to get rid of him with no hesitation.
BY MR. KEFALOS:
Q. Let me ask you this, Mr. Smith. Does the estate -- is the -- is there any other owner of the East Bay Company besides the estate of William Murray?
A. Yes.
Q. Who is that?
A. Catherine Smith.

Q. All right. Good. Then tell me -- back to my question. Who is on the board of the East Bay Company?
MR. HOOD: I don't think he can answer that. It's the same reason.
MR. KEFALOS: All right. I'm willing to seal this portion of the deposition so that there's no violation of the confidentiality agreement.
MR. HOOD: I think what we're going to have to do is, anything like this, is take it to the judge and let the judge rule. He can certainly answer the questions for the judge, but they'll be in camera. And then if she says there's something relevant that you have a right to know about, fine, and it doesn't violate the trust, and then he's not creating a problem to himself.
MR. KEFALOS: Okay.
BY MR. KEFALOS:
Q. Do you have the authority to set salaries in the East Bay Company subject to the approval of the board?
A. If the board gives me authority to set a salary where that would be required for board

approval, then I would be the one to take the action typically of the board.
Q. Is board approval required for every salary?
A. No.
Q. So you have the ability to set some salaries yourself?
A. Yes.
Q. For example, you -- do you pay your -- do you set your own salary in the East Bay Company?
A. No.
Q. That requires board approval?
A. You keep dancing with questions. I -- I -- I'm uncomfortable because I have an obligation to uphold the rules and requirements my father-in-law set in the trust and will. I'm not trying to be unable to answer you for any other reason, Mr. Kefalos. But you keep asking me the same questions that my lawyers have advised that they have a concern with. So I'm uncomfortable with your questioning.
Q. All right. Well, how much do you pay yourself?
A. I don't think I can tell you that.

Q. Has it gone up since Mr. Murray died?
A. Yes.
Q. And your son, how much do you pay your son?
A. I don't think I can share that with you base -- based on the rules of the -- of the confidentiality agreement, sir.
Q. You are aware that Mr. Murray was paying his daughter Liz $3000 a month at the time of his death?
A. I'm not -- I'm not exactly sure if he was paying her $3000 a month at the time of his death. I-- I don't know that exactly.
Q. Well, generally, he had been paying her $3000 a month?
A. I remember when Elizabeth Murray left The Inn At Quogue that the agreement that her father made with her was to educate her, to educate her through the New York School of Design, pay her -- all of her costs and provide her an allowance of $3000 a month. That's what I know, and I know that went on for a period of time.
Q. You stopped that payment after Mr. Murray's death, didn't you?
A. I didn't stop any payment. I never

made the payments. Those payments went from his office in New York. I didn't have -- I -- I didn't write those checks. I didn't authorized those checks. Those were checks that Mr. Murray authorized.
Q. Well, you stopped the office in New York from continuing to a make those payments, didn't you?
A. No.
Q. Who did?
A. Payments that were being made by my father-in-law that weren't evidenced by agreements or documents or whatever, anything like that would have stopped just by we didn't have authority to continue it.
Q. Now let's go back to the ventures that you were involved in with Bill Murray. In 2006 and '7 you were a partner with Mr. Murray in a company known as Carriage Hill?
A. Yes.
Q. Your interest was 20 percent and Mr. Murray's interest was 80 percent?
A. Now, again, you're asking me about trust financials. So I -- I don't know -- I don't think I can answer what the trust had. But our --

my -- my family had a 25 percent interest.
Q. Oh, 25 percent. And Mr. Murray had 75 percent in Carriage Hill?
A. I'm not going to answer that. I feel that that would be in violation of the agreement. Again, I'm bound by a confidentiality agreement, and I don't want you to put me in a position where I violate it by continuing to ask me questions that my attorneys have advised you I shouldn't answer.
Q. This is before the estate was created. I'm asking about your historical business dealings. It's got to nothing to do with the finances of the estate.
A. If I'm advised that I can share that with you I'll be happy to share it with you.
MR. KEFALOS: Would you --
MR. HOOD: It's an asset of the estate. So he should not answer it.
MR. KEFALOS: You're directing him not to answer it?
MR. HOOD: Correct.
BY MR. KEFALOS:
Q. Okay. Did you and Mr. Murray also have a company known as Manor House at the same

time in 2006 and 2007?
A. I have a company called Manor House.
Q. Was Mr. Murray a partner in Manor House in 2006 and 2007?
A. No.
Q. That was all your company?
A. I own -- my family owns Manor House Builders of South Carolina.
Q. Was there a Manor House Builders in Hagerstown, Maryland?
A. There's Manor House Builders in Maryland as well.
Q. Okay. Was Mr. Murray a partner in Manor House Builders in Maryland in 2006 and 2007?
A. No.
Q. All right. Now, in 2006 or before 2006 did Carriage Hill own about two dozen properties in -- outside Hagerstown on Lantern Lane, Bridle Court and Saddle Brook?
A. Carriage Hill is a residential subdivision, and when you have a residential subdivision you have streets. And those are three streets that you've just mentioned within that subdivision on which there are lots, and then we would build houses on the lots.

Q. Sure. What I want to know is did Carriage Hill in 2006 -- prior to 2006 own properties on Lantern Lane, Bridle Court and Saddle Brook?
A. I'm pretty sure it did.
Q. All right. Now, in 2006 and 2007 you transferred those properties from Carriage Hill, which Mr. Murray owned primarily, to Manor House, which you owned entirely. Do you remember that?
A. Uh-huh.
Q. Some of those --
A. Not specifically, but it was an ongoing process. So we would do that.
Q. And some of these transfers actually took place the day before Mr. Murray died when he was in a coma. Do you remember that?
A. Not specifically the day before he died. I remember when he was in a coma.
Q. For example, on November 3, 2006 you transferred property located at 10314 Lantern Lane from Carriage Hill to Manor House for $35,000?
A. Okay.
Q. All right. Do you remember that?
A. Not specifically. But it was a regular process. Manor House was building homes

on lots that were developed by Carriage Hill. So it would buy the lots and build houses and sell them.
Q. Now, the $35,000 that Manor House paid to Carriage Hill was not the fair market value of the property at the time, was it?
A. We -- we bought property at fair market value.
Q. Well, there was a house on the property at the time of the transfer in November 3, 2006?
A. Carriage Hill provided lots. Manor House built houses. So the house on the lot was built and paid for by Manor House. The lot was built and created by Carriage Hill. So Carriage Hill got paid for the lot that the house sat on.
Q. Well, the house had -- at the time of this transfer the house had already received the final building inspection, hadn't it?
A. I am not sure if it did. I'm -- you know, I not going to doubt you. You're...
Q. Okay. And the house had received it's certificate of occupancy. And Manor House took that same house that it paid $35,000 for in November and sold it in April of the next year for

$325,000?
A. Mr. Kefalos, let me say this again to you. Carriage Hill provided lots, the ground on which the house is built, okay. Then Carriage -- then Manor House came in and built a house on the lot. So Manor House sold the house for the number you mentioned, and Carriage Hill was paid for the lot that the house is on.
Q. Was there an agreement in writing that memorialized this?
A. To the best of my knowledge.
Q. Do you have access to it? Can you ask your attorneys to provide it -- ask your attorney to provide it to me?
A. I'd be happy to. As long as I'm not violating any conditions of -- of -- of the will and trust, I'd be happy to provide you with the document that we have.
Q. Okay. And did Manor House keep the profits from the sale of this house?
A. Manor House kept the profits from the sale of the house, yes, sir.
Q. And -- and how much did you give back to Carriage Hill on account of the profits?
A. Carriage Hill was paid for the lots.

That was its involvement in the transaction.
Q. Well, its involvement was a little bit beyond that, wasn't it? Didn't Carriage Hill guarantee the loan that Manor House took for the construction of the property?
A. Manor House guaranteed Carriage Hill's loan. I don't have the documents in front of me, but I -- they would show us how -- who guaranteed what.
Q. So you're saying that Carriage Hill did not guarantee Manor House's loan?
A. That's not what I said. You -- I'm not sure who guaranteed what. I'd have to look at the documents.
Q. All right. What I'm interested in is there's about two dozen homes from Hagerstown that were transferred from Carriage Hill to Manor House in a six or eight month period preceding Mr. Murray's death that I'd like any record that relate to an agreement for how much the --
MR. HOOD: Send us a request to produce and we'll certainly respond.
MR. KEFALOS: Okay. Any agreement between Mr. Murray and Mr. Smith or Carriage House or Carriage Hill and Manor House.

BY MR. KEFALOS:
Q. You were once friendly with Liz and Pam?
A. They have been my sister-in-laws for 38 years.
Q. Yeah. You were once very friendly with them? Is that a yes or no?
A. I'm saying they have been my sister-in-laws for 38 years. I have known them for a long time.
Q. Sure. But that doesn't answer my question. You were once friendly with them?
A. I -- I -- I don't really know, but I do know that they have been my sister-in-laws for 38 years, and I have known them, gone through an awful lot with them.
Q. You don't know if you were friendly with them?
A. You know, I -- I had fun with them at times, absolutely. We celebrated Christmases occasionally and birthdays and my father-in-law's birthdays. So, yeah, I think we had fun together.
Q. Yeah. That changed, didn't it?
A. Be more specific.
Q. Well, you're no longer friendly with

Liz and Pam?
A. I'm -- I'm fine with Liz and Pam.
Q. You don't have any hostility towards Liz?
A. I don't have hostility towards Liz or Pam.
Q. What's the Samuel Freeman Trust?
A. The Samuel Freeman Charitable Trust?
Q. Yes.
A. What would you like to know about it.
Q. What is it?
A. What is it? Well, the Samuel Freeman Charitable Trust is a charitable trust. It was created by Bill Murray for his client, Sam Freeman, and it operates as a New York charitable trust.
Q. Were you once a trustee of the Samuel Freeman Trust?
A. Yes.
Q. And Pam and Liz were once trustees of the Samuel Freeman Trust?
A. Pam and Liz were trustees of the Samuel Freeman Charitable Trust.
Q. You tried to get Pam and Liz removed from the board of the Samuel Freeman Charitable

Trust?
A. I'm not in a position to remove anybody from the board of the Samuel Freeman Charitable Trust.
Q. Did you try to get Pam and Liz removed from the board?
A. No.
Q. You were ultimately not successful in getting them removed, were you?
A. I'm not clear. I just answered your question and said no. I did not try to have them removed as trustees. Your followup confused me. Do you want to rephrase that?
Q. Let's move on. The bank handling the trust sued you for misconduct and self-dealing?
A. And I want to tell you, I have had a lot of litigation over the Samuel Freeman Charitable Trust. My lawyer, who finalized a settlement that took four years, told me at the end this is a sealed settlement agreement; you don't talk about any -- this to anybody unless you have a court order you to do so or you're in violation of a settlement agreement.
So I have called my lawyer, emailed an address to try to find his position on what he

recommends based on the deposition that I heard a week ago with Elizabeth where there was a lot of Freeman trust discussion brought up. I have not heard back from him yet, and I'm uncareful -- I'm uncomfortable getting anything close to breaching a commitment that I have to the attorney general of New York.
Q. Good. I understand that. But I would appreciate it if you would answer my question.
MR. HOOD: What is the question?
BY MR. KEFALOS:
Q. The question is the bank handling the trust sued for you misconduct and self-dealing?
A. I -- I can't -- I -- I'm not sure if I can answer that.
Q. Well, I'm asking you to answer it.
A. I know you are. You don't care. I care about violating the terms of a confidentiality agreement. That's something I should be concerned about and am, so.
Q. Well, you have attorneys here today.
A. These are not attorneys representing me on the Samuel Freeman Charitable Trust.
MR. HOOD: Why don't we do this, he's tried to contact the lawyer. He's left him his

cell number. He's got his cell phone with him. Let him leave his cell phone on. If it rings, let John step out and talk to this lawyer and see if he can answer your questions. Can we do this?

MR. EPTING: But Bobby, how can they publicly file suit, because that's the question, was he sued, how can that ever be confidential?

MR. HOOD: I agree with you, actually, but I don't want him to violate some agreement I don't know anything about with the attorney general of New York who loves to sue people.

I don't want him getting sued over some stupid answer in a deposition that don't have anything to do with anything.

MR. KEFALOS: So are you instructing him not to answer?

MR. HOOD: I guess I have to.

BY MR. KEFALOS:

Q. Were you removed from office of the Samuel Freeman Charitable Trust?

A. I resigned.

Q. You resigned under pressure?

A. I resigned.

Q. Did you resign under pressure?

A. I re -- I'm going to just leave it as

I resigned.

Q. Okay. Did you fight your removal from the Samuel Freeman Trust for misconduct and self-dealing?

A. I certainly defended myself.

Q. Did that cost you much in attorneys' fees?

A. It was -- it was very expensive.

Q. How much did it cost?

MR. HOOD: Now that would be private. What a lawyer charges a client is not relevant to anything in this case.

MR. KEFALOS: It sure is.

MR. HOOD: Why?

MR. KEFALOS: I started this questioning by asking him how he felt about Liz, and if he spent $3 million defending a claim that he blames Liz for, that's very relevant.

BY MR. KEFALOS:

Q. So how much did you spend on attorneys' fees?

A. Again, I'm going to take advice of counsel and upon receipt of this phone call or communication I'd be happy to answer questions I'm allowed to answer you in regard to the Freeman

trust.

MR. HOOD: Well, please don't answer it until then.

MR. KEFALOS: Okay. Good.

BY MR. KEFALOS:

Q. Do you blame Liz for the litigation the bank brought against you?

A. I know that Elizabeth had a lot to do with the litigation, but I can't blame her for it.

Q. She was doing what she was required to do as a fiduciary of the trust?

A. I'm not saying that. I'm saying that I know Liz had a lot to do with the litigation and I don't blame her for it.

Q. Was there any basis to the charge of self-dealing?

A. Again, George, you're asking questions that you know I'm not comfortable answering until I speak to my trust -- Samuel Freeman Trust lawyer, but you keep asking them. And I hate to have to continue to tell you that I'm not comfortable, but I'm not. So I --

Q. I do hate that you have to continue to answer that you're not comfortable. I'd ask you to answer. Was there any basis to the charge of

self-dealing?

MR. HOOD: And I ask him not to answer, please.

MR. KEFALOS: Okay.

BY MR. KEFALOS:

Q. Your children attended the Saint James School in Maryland?

A. Yes, they did.

Q. And did the Samuel Freeman Trust make grants to the Saint James school?

A. It certainly did.

Q. And did you obtain personal benefits from those grants?

A. Not that I'm aware of.

Q. Were some of those grants used to pay your children's tuition?

A. Not that I'm aware of.

Q. And were some of those grants used to pay for design services provided by your wife?

A. I'm -- I think some of the monies that went to Saint James could have been utilized for paying my wife to do some design services.

Q. Now, The Fund for American Studies is a nonprofit located in Washington, D.C., isn't it?

A. Pretty sure.

Q. And the Samuel Freeman Charitable Trust made grants to The Fund For American Studies?
A. Yes, it did.
Q. And did you obtain a personal benefit from those grants?
A. I did not.
Q. Did your children receive scholarships and travel expenses from The Fund For American Studies?
A. Yes.
Q. The Freeman trust made grants to Marymount Manhattan College?
A. Yes.
Q. And you obtained a personal benefit from these grants?
A. No.
Q. Well, in 2004 wasn't $15,000 of these grants used to pay for a table that you took at the annual dinner?
A. What? I took -- I'm not aware of that.
Q. In 2002 wasn't $25,000 of the grants made by the Samuel Freeman Charitable Trust used to pay for a table at the president's Medal Gala?

A. I'm not aware of that.
Q. $25,000. The Washington County Community Action Council is a nonprofit in Hagerstown?
A. Yeah.
Q. Provides services to the homeless?
A. Yes.
Q. The Freeman trust made grants in the amount of approximately $170,000 to the Washington County Community Action Council?
A. I know they made grants. I don't know the exact amount.
Q. And you obtained a personal benefit from these grants, didn't you?
A. The Dagmar Hotel had a lease agreement with Community Action Council.
Q. Good. And the funds that the Samuel Freeman Charitable Trust granted to the Washington County Community Action Association were used to rent rooms in the Dagmar Hotel?
A. I -- I wouldn't agree with that. It was used for the program. But this matter, George, has been sieved and screened and gone through through the litigation, and the outcome which I'm not -- you know, I'm not -- you don't --

you're trying to get me to say something that I'm not supposed to. But I would say that there was no personal benefit to me for making a grant to an institution that provided housing for not -- you know, for homeless people.
Q. In June of 1996 the Freeman trust made a $25,000 contribution to Spoleto USA?
A. I don't know exactly, but I know that the Freeman trust supported Spoleto.
Q. You obtained a personal benefit from this grant, didn't you?
A. No.
Q. Some of the grant was used to buy performance tickets for you and your wife?
A. I'm not aware of that.
Q. In 1996, July of '96, the Freeman trust made a donation of $5000 to Spoleto USA?
A. I know it supported Spoleto USA, but I don't know if it gave $5000 in 1996.
Q. In July of 1996?
A. In July of 1996.
Q. You obtained a personal benefit from that grant, didn't you?
A. No.
Q. That grant was used to pay for auction

items that you purchased at the Spoleto action?
A. That's not true.
Q. In May of 2004 the Freeman trust made a donation of $30,000 to Spoleto USA?
A. I know that Spoleto has been supported by the Samuel Freeman Charitable Trust.
Q. And you obtained a personal benefit from the grant that the Freeman trust made in May of 2004?
A. No, I did not.
Q. Well, some of the grant was used to purchase performance tickets for you and your wife?
A. I don't agree with that.
Q. Is there an explanation for -- for that? I mean, when you say you don't agree with it, you don't say --
A. Well, do you have anything to substantiate your position?
Q. I'm asking the questions.
A. My answer is I didn't benefit, and I didn't get tickets to go to a event paid for by Freeman trust donations.
Q. How about the East West Institute? Do you know what the East West Institute is?

A. Yes.
Q. It's a nonprofit in New York City?
A. Yes.
Q. The Freeman trust made donations to the East West Institute?
A. Yes, it did.
Q. And you obtained personal benefit from those donations?
A. No, I did not.
Q. Well, some of the money was used to cover your travel expenses to Russia, Turkey, Austria and the United Kingdom?
A. I was on the board of the -- of the East West Institute. So I went all over the place as a board member.
Q. $23,500 of those donations went to fund a cruise for you and your wife?
A. I'm not aware of being on a cruise.
Q. Do you know what the Coral Reef Alliance is?
A. I certainly do.
Q. It's a nonprofit in Hagerstown?
A. Not in Hagerstown, but it is a nonprofit organization.
Q. What does it do?

A. It's helps fight to protect coral reefs around the world.
Q. And the Freeman trust made donations to the Coral Reef --
A. Yes, it did. It did, and it still does. Well, no, it doesn't anymore. It used to.
Q. You obtained personal benefit from those grants, didn't you?
A. No, I did not.
Q. Well, didn't the grants pay for a scuba diving trip for you and your family?
A. No.
Q. Now, the estate of Minnie Murray has filed a claim with the estate of William Murray on account of a debt from 1980. Are you familiar with that?
A. I know there was a 19 -- I know that the estate of Minnie Farmer Holmes has filed a claim against the William E. Murray trust or William E. Murray estate, excuse me.
Q. You're aware that the amount of the claim is about $10 million today if interest is calculated?
A. I have heard that it's actually in excess of $10 million today.

Q. Do you think that there are enough assets in the William E. Murray estate to satisfy that claim?
A. George, the estate is made up of a lot of real estate, hard assets. And to -- I'm not really in a position to say for sure that if we liquidated the William E. Murray estate completely that there would be enough money to pay the -- the -- the estate taxes that are still due, and I think the claim you're mentioning, somebody told me it's about $12 million.
Q. Sure.
A. So I'm not sure that if we had to liquidate everything today that we would raise that much money.
Q. Okay. Now, the estate of William Murray has denied that claim made by the estate of Minnie Murray?
A. Yes, it has.
Q. Who made a decision to deny the claim?
A. Decision was made by our attorney, Edward Bennett.
Q. Did you participate in that decision?
A. I really wasn't able to participate in the decision. It was a legal decision. The

question isn't whether or not the estate of Minnie Farmer Holmes ever had a claim. The question is why Elizabeth Murray allowed the claim to go stale and didn't file a lawsuit prior to the time her father died to collect such a large amount of money. That's the issue.
Q. Is that a concern of yours?
A. Is what a concern of mine?
Q. That issue. You said the real issue.
A. The claim?
Q. You said the real issue is why Liz Murray didn't file a claim or a lawsuit against her father earlier. Is that a concern of yours?
A. No, it's not really a concern of mine.
Q. Why do you say it's the real issue then?
A. Because you asked if I had been a participant in the decision to deny the claim. I followed up with no, Edward Bennett, and you said is that my issue or my concern.
Q. No. I asked you whether you participated in that decision.
A. I said no, the decision was made by Edward Bennett.
Q. And did you think that the claim

should be paid?
A. I'm not in a position to overrule the estate attorney who tells me there's legal basis on why to deny a claim.
Q. Do you know what the reasons for the denial of the claim are?
A. I am not a lawyer.
Q. Sure.
A. I have been advised by counsel when I looked at our lawyer and I said, Edward, what do we do, he said you can't pay the claim; it's gone stale; it's not valid.
Q. Okay. You are aware of the 2006 document of renewal?
A. I have been made aware of it after my father-in-law died.
Whoopsy. My microphone just fell off.
MS. HOOD: George, do you mind if we take a break?
MR. KEFALOS: That's good. We can do that.
VIDEOGRAPHER: Going off the record. The time is 9:57 a.m.
(A recess was taken.)
VIDEOGRAPHER: We are back on the

record. The time is 10:13 a.m.
MR. KEFALOS: You were saying.
MR. HAGERTY: So, George, I went out of the room to -- to take that call with Mr. Smith. And we got an associate of Jerry Carp. So we did not get Jerry. So we did not get -- and it's -- they hadn't had the final word, but their -- their feeling is that we should do as Bobby Hood suggested.
If you want to get into more detail, if you want to go through all of the details of the Samuel Freeman case, which, as Mr. Epting has mentioned, is a matter of public record, I don't know what Mr. Smith could add to that, then we should do it through a judge and in camera discussion.
MR. KEFALOS: Okay. Okay.
BY MR. KEFALOS:
Q. When we broke we were talking about the Minnie Murray claim and Edward Bennett's comment that it was stale. Those are my words.
A. They're my words, actually. But yeah, it was not able to be paid because it hadn't kept -- been kept alive, is what Edward -- I think it's called statute of limitations.

Q. Yeah. There was a 2006 document that Liz says was a renewal of that loan.
A. Could you show me the document?
Q. Well, we'll get to it in a minute. But do you -- do you remember the 2006 document?
A. It would be better for me if I actually could look at it to talk about it to you.
MS. HOOD: George, I printed out copies of your exhibits. I'm happy to give him one if you want me to.
MR. KEFALOS: Let me see. Let's mark this as number 1 then.
(Smith EXH. 1, William E. Murray Document with 2/9/06 Letter and Attachments, marked for identification.)
BY MR. KEFALOS:
Q. If you'll look at Exhibit Number 1 there, it -- it's the 1, 2, 3 -- 4th page, a letter dated February 9, 2006 entitled Dear Daddy?
A. I have that in front of me. Thank you very much.
Q. Okay. Good. Now, this is the document that Liz maintains constitutes a renewal of that note. What was your position on this renewal?

A. On this what?
Q. This renewal -- this as a renewal?
A. The renewal?
Q. Yes.
A. Well, when the claim was initially filed with the estate on behalf of Elizabeth for her mother's will, under her mother's will, this document wasn't supplied.
Q. Okay.
A. We received this on the second effort when she contested our decision, and this document had not been seen by us before. We were not aware of this document.
And when I say we weren't, that means neither James Mahl nor Hilton Smith nor Edward Bennett were aware of this document. When we received the document Edward was still not satisfied that this renewed the claim.
Q. Why not?
A. You know, it's hard for me to speak on behalf of my attorney because I'm not an attorney and I can't remember everything he said to me and I don't want to breach any attorney-client privilege by sharing with you what my attorney told me. So am I better off asking my attorney to

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

of the terms of his last will and testament.

And I probably had some other feelings and other thoughts, but I -- I haven't read this recently to point out any other -- you know, every topic, but that would be kind of some of my thoughts, George.

Q. So what you're saying is that you don't think that it's real?

A. It cont -- contradicts with what I was told by Bill Murray. I was his executor, trustee of his trust. I had been his business partner for 35 years. We talked about a lot of things. We talked about a lot of things. So I was surprised.

I also felt that, you know, I -- I am not a handwriting expert. So I can't tell you whether this is -- you know, whose handwriting is whose. But this surprised me. It doesn't really look like Bill Murray's signature to me. But again, George, I'm not a handwriting expert. I was surprised that --

Q. Stop for a second.

A. Go ahead.

Q. I don't mean to interrupt you, but --

A. That's fine.

Q. Are you saying that you then challenge

the authenticity of that signature?

A. I said I'm not in a position to judge a signature. I'm not an expert in handwriting. We have people that do that that work for the estate and trust that have done that. You know, so.

Q. Okay. And what do they say?

A. I don't know if I'm in a position where I can share it with you.

Q. Okay. Well, I'd ask you to share it with me.

A. I'm sure you would.

Q. Yeah. Well, answer the question.

A. No objection from counsel? I have been advised that the signature isn't genuine.

Q. Who told you that?

A. I was -- that was what I -- I've heard. I can't remember who told me that.

Q. Now, there are two signatures on that page that you're looking at, and I think it's the fourth.

A. This, am I looking at the right page?

Q. Yes.

A. Because on this one there are actually three signatures.

Q. Well, there's two signatures that purport to be that of William Murray.

A. Oh, I apologize. Really?

Q. Well, you were here at Liz's deposition?

A. I sure was.

Q. And you heard her testify that he signed "agreed" and his initials and then above that before Dana Flavin he signed that other signature? You heard that?

A. I heard what Elizabeth said. You said there are two signatures here that I -- I see three signatures. You said no, there are two that relate to Mr. Murray. And this looks like a signature. This just looks like a blob.

Q. Now, which looks like his signature? The one that's written out?

A. The -- the marking that appears to be more of a signature is the one above the line.

Q. Yes.

A. Not only the line that's written but the line that's drawn.

Q. Yes.

A. That appears to be a signature. I don't know whose.

Q. You said that that appears -- that looks like Mr. Murray's signature?
A. I said it looks like a signature. I did not say it looks like Mr. Murray's signature. I said I am not a handwriting expert. I am not in a position to judge if it is or is not.
Q. So it --
A. This looks like someone's -- this looks like a signature, is my answer. Not Mr. Murray's, but it looks like a signature.
Q. So you're not saying whether this is -- that handwritten signature that says William E. Murray, you're not saying whether it is authentic or not? You're saying you don't have an opinion about that?
A. I don't know.
Q. Okay. And down below there's something that says agreed and some signatures?
A. I can't see that it says agreed, and I can't see a signature. It looks like a blob to me.
Q. Okay. Did Edward challenge the authenticity of the signature?
A. I -- I don't remember if he challenged it. I know that the signature would be important

to Edward. He would want to make sure that Mr. -- you know, that Mr. Murray's wishes were honored as well.
Q. Okay. Now, in February of 2006 was -- do you think Bill Murray was competent?
A. I feel that Bill Murray was competent in 2006 at times and at times not. It would depend.
Q. What would it depend on?
A. Time of day, how he was feeing.
Q. Food?
A. Things of that nature.
Q. Fatigue?
A. Yes.
Q. Drugs?
A. When you're on Park -- when you have Parkinson's you're more subject to ups and downs. But yes, I would say in 2006 he was in a -- in a position where he could be competent at times.
Q. So if I can summarize your position; that is, the estate's position on this debt, you say that the original debt dating from 1980 and any -- original debt from 1980 was barred by the statute of limitations?
A. I would correct you and say that the

original debt was pre 1980.
Q. Okay.
A. The debt was then put into an agreement in 1980.
Q. It was memorialized by --
A. Memorialized into an agreement in 1980.
Q. Okay. And that you believe is barred by the statute of limitations?
A. I have been advised that the claim is barred because of the statute of limitations which is a result of the -- of Elizabeth not keeping the claim current or having filed an action against her father prior to the time of his death.
Q. How could Elizabeth have kept the claim current?
A. I don't know all of the details. I would advise -- I would have had a counsel. I would have asked a lawyer. And she had a lawyer that drew the agreement in 1980. She had an accountant that she met with in '92 that I remember that she spent time with both of them asking how to keep the claim current. So I mean, I -- would be my answer.
Q. Now, did as far as the -- back to the

note again. And the estate's position on this 2006 renewal, you say that it's not an authentic document?
A. I said to you I'm not sure if the signature is valid or not.
Q. Okay. But you don't necessarily challenge Mr. Murray's competence at the time this document was signed?
A. I said that he had competency, times when he didn't. I don't know what his position was when he signed this. I wasn't there, didn't know about it.
Q. So you don't have any basis for challenging his competence in February 19 -- I'm sorry, 2006, February 9, 2006?
A. Could you restate the question?
Q. Do you have any reason to believe or any evidence that Mr. Murray was not competent on February 9, 2006?
A. I feel the fact that he didn't share this document with his advisors and people that he trusted and counted on on a daily basis makes me suspect this agreement, suspect it's validity.
Q. Does that mean that you think Mr. Murray was not competent on February 9, 2006?

A. I feel that if Mr. Murray was competent and knew what he signed he would have ensured that this document ended up in the hands of some -- of either James Mahl, Hilton Smith, Edward Bennett or some of his -- someone who is involved -- has been involved in his estate planning.

This is a significant issue for Bill Murray's wishes, his desires to treat all of his daughters equally. If a $12 million claim is paid he is not treating all of his daughters equally. He's -- he's knocking Brianna Marie out of the game. That was not what Bill Murray told me he wanted to do.

So I -- I think this is inconsistent with what Bill Murray had planned and intended and desired for him to have entered into an agreement that would have eliminated Brianna's involvement as a beneficiary of his estate.

Q. Are you saying that if indeed Mr. Murray signed this on February 9, 2006 he was not competent?

A. This goes -- this -- the paying this claim goes against what Bill Murray told me he wanted to do, goes against what he shared with me

through his will that he wanted to do.

Q. Does that mean that you felt that he was not competent?

A. That makes me feel he didn't realize what he was doing if he signed this.

Q. Now, you were familiar with this debt that dated back to 1980, weren't you?

A. Can you be more specific?

Q. Well, before you received this October -- I'm sorry, February 2006 note, you were aware of the existence of the debt that dated back to 1980?

A. I am -- I was aware from when I got married to my wife back in 1977 that there was a claim that the three girls' mothers had against their father. I had known about that for a long time.

Q. And you have spoken with Mr. Murray about it over the years?

A. I have spoken to Bill about it. Yes, definitely spoke to him about it over the year.

Q. Was there a time when he acknowledged the debt?

A. He entered into an agreement, and I think it was 1980. It was a document drawn by an

attorney named Bill McDaniel from Atlanta, Georgia who met with Bill, worked with Bill. And they created an agreement, and that memorialized the debt and its repayment.

Q. Did he ever acknowledge the debt after -- the debt to you -- I'm sorry.

Did he ever acknowledge to you the existence of the debt after the 1980 signature?

A. Yes. He made payments on it after the 1980 signature. To me that was a, you know, an example of him honoring it.

Q. Do you -- can you tell us when the last time was that he acknowledged the debt or you're aware of that Mr. Murray acknowledged the debt?

A. Bill was -- in the early '90s was creating financial statements for a group of creditors that were pretty aggressively coming down on him. It was a bad time for his business, and he was stating his obligations. And in a financial statement that he -- or a summary that he presented to Signet Bank and the Small Business Administration he acknowledged $1.4 million to the Minnie Holmes estate.

Q. That's how much the debt had grown at

that point?

A. George, I didn't create the statement, and I didn't challenge him on the amount of money that he put in or -- you know. But your -- your assumption would be as good as mine. But I -- I guess he thought that's about how much he owed at that time.

Q. And did he ever acknowledge the debt after the filing of that financial statement in the early '90s?

A. I -- I can't remember if he ever acknowledged it after that. I do know that he denounced the debt.

Q. Oh, really. When?

A. Many, many, many times after that date, and he -- he denounced it sometimes before the date of the agreement. You know, he -- he and his daughters went back and forth.

Q. What do you mean he denounced it?

A. He said I don't owe you the money; I've put you through schools and colleges and I've paid for your weddings and I bought you houses and I did this.

And being involved with Bill financially as I have, Bill was very -- you know,

he -- he was supporting his daughters' needs on a regular basis whether it be reeducating them and giving them an allowance or helping a daughter that was ill or a variety of issues.

And what Bill told -- I was -- I remember late -- probably mid to late '80s Pam, Liz and Catherine came to New York, met with Bill Murray in his office privately because he had stopped making his payments. They were very upset, and Bill told them at that time I'm not going to pay you anymore; if you do anything I'm going to cut you out of my will, and I'm going to give you everything I own, just leave me alone; I'm -- you know, you're going to be in my will; I'm going to treat you fairly; I'm going to take care of you in my will.

And Pam and Catherine came out of Bill's office, and in front of Bill's legal assistant, his legal secretary, Pam told us how she felt about her father and what a -- how disappointed she was. Liz came out shortly thereafter and the three of them went to lunch and...

Q. The three of them, you mean your wife --

A. Catherine, Pam and Elizabeth went to a lunch or left together. I don't know exactly what they did, but they were very disappointed.

Q. In his repudiation?

A. Saying I am not going to pay anymore.

Q. After that Mr. Murray did affirm the debt again, though?

A. I'm not aware of that.

Q. Well, we know that in the early '90s he signed a financial statement reflecting the debt?

A. I don't know that. I can't remember that right now.

Q. I thought you told us that the Signet Bank financial statement was -- reflected the debt of $1.6 million?

A. Actually, 1.4.

Q. 1.4.

A. And he put it on a financial state.

Q. Sure.

A. In the early '90s. So I guess -- okay, so he did acknowledge it there. But to his daughters, I -- you -- you're moving around a little bit. It confused me.

Q. Well I didn't ask whether it was to

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

through my office as a demand letter in 1992, which was shortly after we met with Gail Margolis Reid and closed down the -- the financial, the cash side of the trust, the -- the Minnie Farmer Holmes will, rather, not trust. But that would be it.

Q. Was this repudiation that you talk about ever communicated to the girls to your knowledge?

A. Well, in the office that day.

Q. Let me -- let me -- after the signing of the financial statement to the SBA and Signet Bank was the repudiation that you have talked about, you said many times after that he told you, was that ever communicated to the girls to your knowledge?

A. I'm -- I'm -- I'm sure it was. I can't remember exactly when.

MR. KEFALOS: Okay. Let's mark this as number 2.

(Smith EXH. 2, 1980 Agreement, marked for identification.)

THE WITNESS: Do you want me to set these here? I have it in front of me.

BY MR. KEFALOS:

Q. Good. Can you identify this?
A. This is a memorialization, memo, whatever it is. This is a document reflecting the agreement between the parties for Mr. Murray to pay his daughters the money he had taken from his wife's estate dated April 22, 1980.
Q. And when did you first learn of this document?
A. I was -- I was aware of the document when it was being created to some extent from a distance, but I knew it was being created. I had spoken to Bill about it during its creation. So I would say some -- you know, a few months before. I can't remember exactly, but I -- I had knowledge of it.
Q. Do you know how it came about? I mean, do you know what the negotiations were or discussions were that led up to it? Were you involved in any of those things?
A. Essentially the girls wanted to have money paid back that was due from their mother's estate. That's this -- you know, they wanted to get paid. And this was a way to create an agreement that would demonstrate and document how it would get done.

Q. When did Minnie Murray pass? Do you remember?
A. She died sometime in 1967.
Q. Sorry. 1980 is 13 years later?
A. A in math.
Q. AMF?
A. You just -- A in math. You just came up with it.
Q. Oh, A in math?
A. '67 to '80 is 17 years. Yes, sir.
Q. That's more than the statute of limitations. Why would -- Mur -- this -- this obligation is 13 years old. Yet Murray reaffirms it way past the time of statute of limitations has expired?
A. He was in a position to.
Q. Okay. Now, Mr. Murray did make some payments on account of this, didn't he?
A. That's my understanding.
Q. And he stopped -- he made a payment of I think $19,000 and then he stopped further payments. Do you remember that?
A. I don't remember. I -- what I testified, what I said to you is I know he made a few payments.

Q. Did the -- did you participate in any efforts to collect the debt?
A. I was helping the three girls on this matter with their father I think twice formally and several times informally.
Q. All right. Let's look at this document which we'll mark Exhibit 3.
(Smith EXH. 3, 4/6/84 Letter From Hilton Smith, marked for identification.)
BY MR. KEFALOS:
Q. Can you identify this?
A. This is a letter from me dated April 6, 1984.
Q. It's to you, isn't it?
A. Oh, it is. It is, yeah. It's to me, 1984, April 6, signed by Pam, Elizabeth and Catherine.
Q. Okay. What is the -- what's it about?
A. This is -- this letter is to request and authorize your representation of the three beneficiaries of the estate of Minnie Farmer Holmes -- Minnie Holmes Murray, rather, deceased, with regard -- with specific regard to the following items.
Q. And was one of the items that they,

the girls, enlisted your help in the collection of that debt?
A. They -- the exchange of the note from William E. Murray to the estate in the amount of $240,000.
Q. Did you under -- how -- how did they come to hire you?
A. Well, my assumption is they felt I could help them.
Q. And did you undertake to help them?
A. I did.
Q. And did you consider yourself acting as their representative in their efforts to collect this debt?
A. Well, I don't know if I felt I was their representative. I was -- I am not a lawyer, George. What I am is I was working for my father-in-law at that point or with my father-in-law. We were partners. We did a lot of things together in 1984, had done a lot and have done a lot since. And the three girls felt that I could assist them in making some headway.
Q. Did you think you could assist them in making headway collecting this debt?
A. Yeah.

Q. Okay. Did you -- what did you do?
A. I did a lot of things. I talked to my father-in-law.
Q. What did he have to say?
A. He told me I'm really not going to pay anymore money; I'm going to take care of them through my -- my -- my last will and testament.
Q. Okay. Besides talking to your father-in-law and having him tell you he wasn't going to pay did you do anything else?
A. Yeah. I met with a fellow named Jim Holmes, who was running Columbia Office Supply, and they had not received any monies or information from him for a decade, and I was able to take that situation and correct it and make it so that they started getting a monthly check, making sure that they were kept in the -- in the groove of what was going on with Columbia Office Supply, which was a company that had been owned by Minnie Farmer Holmes's family in Columbia.
She -- her last name, obviously, was Holmes. And Jim Holmes, her brother, ran that business, which was a family company. They were in the office supply business, and they also then built a warehouse which was a successful venture

for the company and it resulted in some nice distributions to -- to the girls.
So I did that. Let me look at the rest of the letter. Maybe I did something else.
Q. What I'm interested in --
A. Well, okay. You ask the questions.
Q. And what did you do besides talking to Bill Murray to help them collect this debt?
A. Okay, to collect the $240,000?
Q. Yes.
A. Just speak -- Bill Murray was the person who was the decisionmaker. So I -- he was -- really the only thing I could do with that was to talk to Bill and plead and urge him to find a way to resolve this matter with his daughters so that everybody could be happy.
Q. All right. Did he acknowledge that he had made the debt?
A. Did he acknowledge the debt to me?
Q. Did he acknowledge that he had made the debt, that he had entered into the debt?
A. He did in the agreement of 1980.
Q. I'm interested in knowing --
A. Well, this is after 1980.
Q. Sure.

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.)

BY MR. KEFALOS:
Q. Can you identify this check?
A. This is a check from William E. Murray dated February 24, 1986 to the estate of Minnie Holmes Murray for $19,200. And it says 1984 interest in the memo.
Q. Were you aware of this check at the time it was written?
A. I can't remember.
Q. Now, this -- this original note was made in 1980, and this payment is six years later, 1986. Statute of limitations is --
A. Isn't there -- isn't there a schedule that goes with this document, this '80 agreement? Wasn't there a schedule of when payments would be made?
Q. Yeah. On halfway through that Exhibit Number 1 you'll see that the first payment was due October 13, 1980.
A. Wait. Wait. Wait. Exhibit Number 1 is --
Q. Yeah. I'm sorry.
A. The agreement of 1980 is Exhibit Number 2 in my pile.
Q. In Exhibit Number 1, halfway through

Exhibit Number 1 there is a schedule. It's probably in Exhibit -- if you'll look at Exhibit 2, that schedule is contained on the second page. Maybe that's easier.

A. Okay. Well, Exhibit 2 when I look at that, and the reason I was asking for this is it reflects that for the first three years no payments were required.

Q. Okay. And the first pay was due October 14th --

A. First payment was due -- it looks like it says September or October 13, 1980.

Q. Good. And that's what I said.

A. Okay.

Q. The first -- this payment was due October -- October 13, 1980, and Mr. Murray writes a check in 1986 on account of the payments that were due. And would you agree that that's more than six years later?

A. Did he write any other checks?

Q. Would you agree that's more than six years?

A. I agree that 1986 is six years after this agreement was entered into.

Q. Statute of limitations had long since

run?

A. Is that a question?

Q. Yes.

A. Again, Mr. Murray was in a position where he could ignore the statute of limitations.

Q. Sure. But he didn't. He chose not to. He chose to affirm the debt after the statute had run in 1986?

A. He wrote a check.

Q. Okay. Did you make any efforts to get him to pay after that time?

A. After 1986?

Q. Yes.

A. I can't remember.

Q. Did you talk with Mr. Murray about the debt around the time he wrote this check which is marked Exhibit Number 4?

A. I don't remember it precisely, George.

Q. Do you remember whether he repudiated or acknowledged the debt to you at that time?

A. I don't remember.

Q. Let's look at what we'll mark as Exhibit Number 5, which is a letter dated October 2, 1991.

(Smith EXH. 5, 10/2/91 Letter, marked

for identification.)

BY MR. KEFALOS:

Q. Have you ever seen this letter before?

A. Yes.

Q. All right. Tell us about the letter. How did it come about?

A. I'd read the letter.

Q. Pardon me?

A. I'd read the letter. I think it's self-explanatory.

Q. How did the letter come about? I'm not asking what's in it.

A. I'm not sure, other than it's written by my wife to her sister.

Q. Were you aware of the letter before it was written?

A. I'm not sure.

Q. Look at the second paragraph on the second page, second full photograph on the second page.

A. I am also very concerned. Is that what you're --

Q. The second paragraph on the second page?

A. On the second page, okay. The one

that starts obviously very busy lives?

Q. Yes. It says: I would like to request that we have a third party handle the finalization of these matters, and Hilton has offered to do so previously and now again.

Had your wife talked to you about helping them collect the debt from Mr. Murray in 1991.

A. I think that this was really more a matter -- as I look at this letter and from what I'm remembering, George, this was a letter that was more focused on trying to get a handle on the financial situation with the Minnie Farmer Holmes will, assets.

Elizabeth was the administratrix. She was not providing any information to my wife regarding what was happening with the money, where it was, what the balances were, who she was making divisions to. And the three of them felt there was value in bringing the account for the will to a close.

So that was -- this was a -- this letter was really the purpose was to try to get a handle on the assets of the -- of the will's assets.

Q. Wasn't it also related to the collection of the note?
A. Well, that was one of the assets.
Q. Okay. Well, that's what I'm interested in.
A. Well, be more specific for me. I don't mean to give you information you don't want.
Q. Did she talk with you; that is, your wife talk with you about helping the three girls collect this note before she prepared this letter?
A. I'm sure we did.
Q. All right. And did you agree to work on their behalf?
A. I'm sure I did.
Q. Okay. Look at the last paragraph. There's a sentence. It says: Whether or not he honors the debt at this time?
A. Where? I apologize. Where are we looking?
Q. Last paragraph on the second page.
A. Yeah.
Q. Whether or not he honors his debt at this time we need to remind him of it?
A. Last paragraph, whether. Okay, whether or not he honors his debt at this time we

need to remind him of it, especially prior to dissolution of the estate.
Q. And did the girls ask you to help remind their father of the existence of the debt?
A. At any specific time?
Q. At this time.
A. At the time of this letter?
Q. Yes.
A. I know that after the letter was written they asked for me to be involved in bringing the -- this -- the -- the liquidity, the cash of the will to a head to help get that accounted for. They --
Q. Does that include the collection of the note? That's all --
A. You interrupted me.
Q. I'm sorry, but I --
A. You don't want me to finish?
Q. Well, I want you to answer --
A. I'm trying to, but you interrupted me.
Q. I apologize for interrupting you. Go ahead and finish your --
A. So as a part of getting physical control over the trust one of the assets, certainly, George, would be this debt due from

their father, absolutely, as it would also include other assets and cash in the accounts and stocks and other items that they owned. That was the overall purpose of this letter that included an interest in collecting money from their father.
Q. The first sentence of that last paragraph on the second page says --
A. The first sentence of which paragraph, the last?
Q. Well, I guess it's the next to last paragraph. It says: There is also the matter of the note from our father which all of us are hesitant to discuss with him.
Do you see that? Do you know why the girls were hesitant to discuss that with him?
A. It was an unpleasant subject.
Q. The last sentence of that paragraph: Hilton or Dan would also be able to act as our representative without the emotional trauma we incurred several years ago.
Do you know what several years ago refers to?
A. You know, George, I'd be guessing.
Q. Well, you were part of what was going on at the time, weren't you?

A. Ab -- I've been a part of it, but for me to tell you what she's referencing in that sentence specifically I would be guessing.
Q. Well, go ahead and guess.
A. So without knowing, I'm sure, I think that the last most traumatic time after this letter of '92 or '91 was when they met with their father in the office in New York and he told them I'm not go to pay you, and if you have a problem, tough. But I'm not sure that's what my wife was referring to in that sentence.
Q. Well, do you remember if they experienced some emotional or if your wife experienced some emotional trauma as a result of that meeting?
A. Of the meeting in my father-in-law's office when he said he wasn't going to pay?
Q. Yes. Yes.
A. Yes. That was hard for all three of them.
Q. Did you agree to act on the girls' behalf?
A. I believe I did. I -- I'm sure. I remember I did, yes.
Q. What was your job to be with regard to

the note?
A. With regard to the note, I had the accountant, Gail Margolis Reid, provide a schedule and detail of the original amount that was due and then trail it with interest and what other charges there might be, but essentially account for the debt and put it in a fashion that it could then be turned into a demand to their father.
Q. Okay. And did you make a demand on Mr. Murray?
A. I didn't make a demand, but I was supporting them with this job I did. I helped them come up with a -- an accountable document, you know, account -- you know, a document that was accountable reflecting the money that he owed.
Q. Did you talk to Mr. Murray at this time about the debt? This is --
A. I'm sure that during --
Q. This is 1991.
A. I'm sure at some point from '91 to the time the demand was made I had discussions with Bill on this subject.
Q. Do you remember what his position was at that time about the note?
A. I think it would be -- I can't

remember exactly what his position was.
Q. Let's look at what we'll mark Exhibit Number 6.
(Smith EXH. 6, 10/9/92 Letter From Pamela, marked for identification.)
BY MR. KEFALOS:
Q. Can you identify this?
A. This was -- this isn't signed by Pamela, but it's signed by Elizabeth and Catherine. I think it was later signed by Pamela. They were giving us authority to be able to communicate with the probate court or whoever in an effort to provide an accountable demand position I believe for Mr. Murray. You know, this -- letting this go to the probate court. Maybe the Gail Margolis Reid, the accountant wanted something like this.
Q. So this is a year after that October 2, 1991 letter?
A. Uh-huh.
Q. Had you been working on the girls' behalf for that whole year?
A. I can't remember, but it was -- you know, it took some time. It entailed a trip to Atlanta with Pam, Liz and -- and I, Catherine and

the accountant. So it took a period of time. I think we finished it up in around December of '92 is my guess. I'm not sure.
Q. We have some letters. Let's look at this next one we'll mark as Exhibit 7.
Smith EXH. 7, 10/19/92 Letter, marked for identification.)
BY MR. KEFALOS:
Q. Can you identify this letter dated October 19, 1992?
A. Yes. And as I was guessing, this was probably -- I would say this was also something Gail Margolis Reid wanted to have authorization because we -- I think she had to go back to the IRS to get copies of income tax returns and they needed some authority to do so. We were trying to account for where all of the money had gone since Elizabeth had become administratrix.
Q. Do you remember if you spoke with Mr. Murray at the time?
A. About what?
Q. The note.
A. I believe that in October of '92 I probably spoke to Mr. Murray about the note.
Q. Do you remember what his position was

at that time?
A. I can't remember exactly.
Q. But this letter, which is Exhibit Number 7, is part of the record of your working on behalf of the girls to collect the note from Mr. Murray?
A. This letter was the result of efforts that I was making and Dan Kelly were making to account and provide what they needed to balance out who was due what or what was due.
Q. Let's look at this. We'll mark it Exhibit 8.
(Smith EXH. 8, 11/4/92 Letter from Hilton Smith to Pamela Stack, marked for identification.)
BY MR. KEFALOS:
Q. Can you identify this?
A. This is a letter from Hilton Smith dated November 4, 1992 to Ms. Pamela Stack.
Q. And was this one of the documents that you generated in furtherance of your work on behalf of the girls?
A. It's both me and Dan Kelly. Right. That's where I'm sending her these statements.
Q. You -- you were actually charging your

wife and her sisters for the work you were doing to try to recover this note?
A. Sure. Right. I was engaged. They were paying me to do what I was doing.
Q. You know there is a -- there is a legend there at the bottom of the document, at the bottom right. It says: Holmes-M/Stack.P.
Did you have a computer directory for the work you were doing on the Minnie Holmes Murray estate?
A. I don't think that's my notation.
Q. Who -- whose would that be?
A. I don't know.
Q. Well, it would have been generated by whoever was producing the letter. Did you have a secretary at the time?
A. I am sure I had an assistant or a secretary.
Q. Okay. Do you have any records that date back to the work that you were doing on behalf of the girls to collect this debt from Bill Murray?
A. Not at this time.
Q. The -- what happened to the -- the drive that contained this letter?

A. I have no idea. I mean, that's 30 years ago. I don't even know if we had a drive. This might have been typed. I don't know.
That's also on the bill, my bill of -- my bill of November 2 -- November 4, 1992 is another one of those notes.
Q. The legend?
A. But that's not something I ever remember. That's not something I believe we ever put on any of our stationery or any of our correspondence.
Q. Well, the bill says: Holmes-M/HCS-inventory, I-N-V.
A. I think that's invoice. I-N-V might be invoice. That's my guess.
Q. You're right. It is.
A. We didn't put that on that letter.
Q. Who would have put that on a letter that you sent?
A. I don't have any idea.
Q. Are you're kidding?
A. Well, I don't do that. I mean, we don't do that. The only thing we put is if I have an assistant type something they put their initials down, but we don't do things like that.

Q. You don't keep a record of the directory from which the document comes?
A. I put things in files.
Q. Somebody did it.
A. Somebody did it. I agree with you on that.
Q. Let's look at --
MR. KEFALOS: Let's mark this as Exhibit Number 9.
(Smith EXH. 9, 11/13/92 Letter From Hilton Smith to Gail Margolis Reid, marked for identification.)
BY MR. KEFALOS:
Q. This is a letter of November 13, 1992 from you to Gail Margolis Reid?
A. Uh-huh.
Q. What prompted you to send this letter?
A. Elizabeth, Pam and Catherine had agreed to met in Atlanta on the 12th of December to complete a review of the estate's books and records.
Q. Was this letter generated as part of your work on behalf of the estate of Minnie Murray to recover the debt?
A. As I stated in two letters ago, my

effort was to help the girls pull the financial status of the estate together so they would be able to liquidate the cash assets and have a handle on the balance of the assets of the estate and have them accounted for.
Q. And did that include the collection of the debt?
A. That was one of the items that was an asset of the estate at that time, absolutely.
Q. Now, this letter which comes from your office also contains a legend at the bottom, Holmes-M/Reid. You still --
A. I still -- George, I have never noticed that before. It's not something we do on our correspondence.
Q. Well, it is something that you did on your correspondence. It appears on all of your correspondence.
A. I don't think it appears on all of my correspondence. It appears on all of the correspondence you're pulling up. But we -- we don't -- I don't use that.
Do you have an original from your clients that they provided to you of that letter? I don't mean to ask you a question, but I'm just

-- if you want to figure it out, maybe that would be a way to. But I'd be happy to help you figure out who put that on if I can.

Q. Well, I appreciate that. Let's look at the next exhibit, which is marked -- we'll mark as Exhibit 10.

(Smith EXH. 10, 11/16/92 From Hilton Smith To Thomas Berner, marked for identification.)

BY MR. KEFALOS:

Q. This is a letter that's dated -- sorry. This is a letter dated November 16, 1992 from you to Thomas Berner. This also contains the legend at the bottom.

A. Which I don't know how it got there.

Q. Yeah. Was this letter generated as a part of your effort to help collect the debt to the estate of Minnie Murray?

A. Well, the second paragraph says: Creation of a hold harmless agreement that protects Elizabeth, Pam and Catherine. And I guess that was because they wanted to liquidate without going through probate.

So that appears to be part of the purpose of this letter, which was as overall my

trying to assist them in doing what they wanted to do with the liquid assets of the estate.

Q. Why was a hold harmless agreement necessary?

A. I think some lawyer suggested it, which is probably Mr. Berner, is a guess. Again, I'm not -- I'm not an attorney, George. But I use attorneys when I need advise. So I think that's probably where I got that from.

Q. I'll show you what we'll mark as Exhibit Number 11.

A. You're going to note that I still don't know how that Holmes thing got on there. Did you put these all in here?

(Smith EXH. 11, 11/17/92 Letter from Hilton Smith to Thomas Berner, marked for identification.)

BY MR. KEFALOS:

Q. Exhibit Number 11 is a letter from you to Thomas Berner dated November 17, 1992, and it also contains that legend at the bottom?

A. Which I don't know how it got there.

Q. Uh-huh. Was this letter generated as part of the work that you did to recover the debt to the estate of Minnie Murray?

A. Yes, sir, it was.

MR. KEFALOS: Let's mark this next one as Exhibit 12.

(Smith EXH. 12, 11/20/92 Letter to Hilton Smith from Dan Kelly, marked for identification.)

BY MR. KEFALOS:

Q. This is a letter from Dan Kelly to you dated November 20, 1992. Were you contemplating a partial liquidation of the estate of Minnie Murray at the time and keeping the note from Bill Murray as an asset?

A. It would be liquidating the liquidity, keeping the ill-liquid assets, which included a note from Mr. Murray and also interest in Huger Street Properties in Columbia, and I believe there were some -- I'm not sure, but I think there were some stocks. So there would have been some assets other than what you just mentioned left behind to be dealt with within the trust still or the estate still.

Q. Okay. And this letter was generated as part of your work?

A. Well, actually, this is a letter from me to Dan Kelly. Dan Kelly was assisting me in

the work or I was assisting him. We were working together, and he was communicating with me. This is a letter from him to me.

Q. Okay. Let's look at what we'll mark as Exhibit 13.

(Smith EXH. 13, 12/1/92 Letter From Gail Margolis Reid to Catherine and Elizabeth, marked for identification.)

BY MR. KEFALOS:

Q. This is a letter from Gail Margolis Reid to Elizabeth, Catherine, Pam dated December 1, 1992. Showing a copy to you?

A. And Dan Kelly.

Q. And Dan Kelly?

A. Yeah.

Q. What was this about?

A. Whatever. It's about the letter. Do you want me to read the letter to you?

Q. No. I want you to tell me what was the background for the letter?

A. Well, Gail Margolis Reid was the CPA that was assisting the girls: Pam, Liz and Catherine, in liquidating the cash portion of their mother's will. So she mentions that there's a meeting coming up on December 12th. I have been

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,

which was the Huger Street Limited Partnership. We wanted to talk about the hold harmless from Tom Berner, and we wanted to talk about the balance of the monies due from William E. Murray. And I said: I look forward to seeing you.

And this has that Holmes and estate thing that I don't know how that got on there.

Q. Let's look at number -- what we'll mark as Number 15.

(Smith EXH. 15, 12/12/92 Memo, marked for identification.)

BY MR. KEFALOS:

Q. Can you identify this?

A. This is a letter dated -- or it's a memorandum dated December 12, 1992 to William E. Murray from Pam, Elizabeth and Catherine, his three daughters.

Q. Yes. Did you have any hand in drafting this?

A. I might have had a hand, but I -- I -- I didn't draft it. I would -- this -- this appears to me to be written by a lawyer, but I'm -- I'm sure I could have provided insights for a part of it, I mean details of it, because I had been working this.

Q. Did this memorandum -- memo come as a result of your December 12th meeting with the girls?

A. This was something that they brought up themselves I believe. I'm not sure, but they wanted to turn it into community property. I think this was on the advice of counsel. I'm not positive, but I think. It's significant.

Q. Tell me what you think. What was the reason? What was the purpose of this December 12, 1992 memorandum?

A. Well, they're saying here that this shall become community property between Pam, Elizabeth and Catherine.

Q. What shall become community property?

A. The previous part of the paragraph. We enumerate the above mentioned -- to me I think it's -- the document states for itself.

Q. What did you understand the girls intended to accomplish by this document?

A. I don't remember.

Q. Well, you had a hand in the preparation of the document. What did you intend to accomplish?

A. I didn't want to accomplish anything.

I was trying to help them accomplish what they wanted. I think there was something about the claim would be stronger if it was all three of them or not. I -- I don't remember.

Q. Did you deliver this document to Mr. Murray?

A. No.

Q. Did you talk to Mr. Murray about this document?

A. I don't remember talking to Mr. Murray about this. I -- I know I mentioned the -- the default notice that was coming to them, but I don't remember going into what Pam, Liz and Catherine were going to do for themselves. I don't remember that.

Q. Okay. This is 1992, and the last payment that Mr. Murray had made at this point was in 1986. So this is six years later?

A. Okay.

Q. Statute of limitations had run out.

MR. HOOD: I thought the statute of limitations was six years.

MR. KEFALOS: Well, it depends.

MR. HOOD: You said that before, and it was less than six years.

MR. KEFALOS: Let's mark this as 16.
THE WITNESS: So is it or is not?
MR. HOOD: Well, I can't really give you advice, but you can ask him what the statute was.
(Smith EXH. 16, 12/11/92 Document, marked for identification.)
THE WITNESS: What is the statute?
MR. KEFALOS: Depends on what state you're in. In Georgia it's six years. In --
THE WITNESS: How would it apply to us, this document? What would be the statute --
MR. HOOD: At that time it was six years, though, wasn't it?
MR. KEFALOS: No. It's three years in South Carolina.
MR. HOOD: Y'all agree with that? I thought things got reduced in the '80s or '90s maybe.
MR. KEFALOS: This is '92. Anyway, why don't -- we'll take a break at this point.
THE WITNESS: If you'd like to break, absolutely.
MR. KEFALOS: No. I think the report -- the videographer says he has five minutes left.

So this is a good time to take a break.
VIDEOGRAPHER: Going off the record: The time is 11:18.
(A recess was taken.)
VIDEOGRAPHER: We are back on the record. The time is 11:30 a.m. This is the beginning of video number 2 in the deposition of Hilton Smith. Please proceed.
BY MR. KEFALOS:
Q. Now, we talked earlier about how to keep the debt current.
A. How to keep the debt current.
Q. Yeah.
A. I don't -- refresh me, please.
Q. Well, when I asked you first about the debts of Minnie Murray's estate, you said the real issue was why Liz didn't keep the debt current.
A. I apologize.
Q. With the issue of keeping the debt current, would you just take a look at Exhibit Number 16?
A. Okay.
Q. Can you identify this?
A. The first page?
Q. Well, there's two pages to it. Either

the first or the second page.
A. Well, I'll go to the second page. The first page just looks like a fax cover sheet.
Q. Yeah.
A. And this is a unsigned letter that says certified mail and notice of default, dated December 12, 1992. And this most likely is the document that came out of our meeting with Gail Margolis Reid, and it would be my guess that this is -- I think -- I think this is her draft cover page.
Q. If you look at the bottom, it contains that legend that's on all of your correspondence.
A. Well, it's on the exhibits you have presented. I don't know if it's on all of my -- I -- I -- I've told you, I don't recognize that signet or logo or whatever. And it's interesting, this one is on the other side of this -- of the paper.
But I continue to tell you, George, it's not our practice. I don't know how that got on there. Is there anything else about this besides my -- that logo that your -- or those words that you want me to talk about?
Q. Well, did you author this letter?

A. No.
Q. Well, it comes from your office. Look at the cover sheet.
A. Well, it was sent from my office, but that doesn't mean that I created it. There are a lot of things I forward that I don't create. And again, I am not a lawyer. I don't write default letters on a normal basis, and I don't believe I would have done this myself.
Q. So you --
A. I believe it came from, I was -- as I said earlier, this is at the time we had the meeting with the accountant in Atlanta. If you remember some of the correspondence earlier, Gail mentions we're going to meet December 12th. So my gut is she prepared this. That would be a guess. But it came -- I had it in my file and I forwarded it.
Q. Well, you had it in your file. It was prepared on your computers.
A. I'm not -- I don't agree. I don't agree with that.
Q. And you forwarded it?
A. I don't agree with that, honestly. I don't feel that I would have drafted this letter.

Q. Did you think that it was a good idea to send this letter?
A. I was forwarding it to Elizabeth Murray -- or no. This is from Elizabeth Murray to me.
Q. No. It's to Elizabeth Murray.
A. Oh, from me.
Q. From you?
A. So I sent it to Elizabeth Murray. Sure. I thought it was fine to send to her.
Q. No. Did you think that it was a good idea for Liz, Catherine and Pam to send this letter to their father making demand on the note?
A. They were advised that's how they can keep their claim open.
Q. All right. Did you -- is that what you thought, too?
A. That's what we were told. I -- I'm not a lawyer. I'm not an expert at these things. I was trying to help them collect this money. So this document I do not believe I drafted. I do think that for them to keep this claim current, which we wanted to do and that was our effort, a part of the accounting, that it should have been sent.

Q. Okay. Did you think that they should; that is, the girls, should renew this letter, this demand on a periodic basis in order to keep the debt current?
A. I remember hearing the accountant, Gail Margolis Reid, tell Elizabeth that, tell us all. We were sitting at a table like this. Gail was at the end. We were on either side. And I remember her saying this is -- this needs to go out on a regular basis. I don't remember how often.
Q. And did you believe that?
A. I didn't question Gail Margolis Reid.
Q. All right. And did you encourage the girls to write those letters on a regular basis making demand?
A. I don't remember doing that.
Q. I'm going to hand you a package of letters which we'll mark as Exhibit 17.
(Smith EXH. 17, 12/17/94 Letters, marked for identification.)
BY MR. KEFALOS:
Q. And ask you, have you ever seen these letters before?
A. I never saw them before my

father-in-law died.
Q. And how did you first come to see them after he died?
A. These were produced through the -- the litigation.
Q. Did Liz ever show them to you before the litigation?
A. No. No. Elizabeth never showed these to me. My father-in-law never showed these to me.
Q. Were you aware that the girls were sending these letters every two years?
A. No.
Q. Did you take any -- well, let me ask you. Did you take any action after this letter of December 12, 1992 to talk to Mr. Murray about collecting that debt?
A. I don't remember. I know that I had conversations with him, as I have told you. But I in general, I remember Bill Murray telling me, Hilton, I'm not going to honor this claim anymore and for the reasons I shared with you.
Q. And anymore --
A. You know, I've done all of these other things for my daughters: put them in school, bought them houses, dressed them, I just don't

feel that I need to, and that I'll protect them through their -- through my last will and testament.
Q. But were you working on the girls' behalf to recover this debt when you authored or wrote or sent that letter of December 12, 1992, which is marked Exhibit 16?
A. Exhibit 16?
Q. Yeah.
A. I did not draft that. I've testified. I did not do that. To the best of my knowledge, I didn't draft that, George. I believe it was drafted by Gail Margolis Reid. And at the time I was sitting at the table with them and working with them, and when I forwarded this document, the demand to Elizabeth, I was helping the girls.
Q. Good. And that's what I was interested in knowing. How long did you continue to help them try to collect this debt?
A. I don't know when I stopped trying to help them with regard to the debt. I talked to my father-in-law about it several times. I mean, I spoke to him about it near -- towards the end of his life even.
Q. Did you really?

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?

A. No. No. I wasn't -- I wasn't representing anybody or working on anybody's behalf other than trying to find out what Bill Murray wanted.
Q. Well, you said you don't remember when you decided you weren't working for the girls any longer. Did you ever tell the girls, hey, girls I'm not going to work for you anymore to try to collect this debt?
A. I was im -- you know, I was contract labor. I was working when I got paid. There were a lot of things that I did that I didn't get paid for. But as far as this matter, I was working for them during those periods and I got paid a few bucks and I did my best.
Q. Did you ever tell them that there was -- that you had decided that you were no longer going to pursue their claim?
A. I don't remember. I know that I never told them I was going to do it for the rest of my life.
Q. Okay.
A. I never represented I was going to be their advocate until the day I died on this matter.

Q. Well, that's fair. How long do you think they would have expected you to work on their behalf after this '92 letter?
A. I don't know. I don't know. But I think that it would have been incumbent upon the administratrix to do her job herself. She's certainly not doing my job.
Q. Well, I'm asking about what you thought.
A. And I'm telling you what I think. I didn't -- I never said I was going to do this forever.
Q. Sure. How long --
A. They never asked me am I still working for them. So I think it ended when -- when I stopped getting paid, and it over -- and it was over. I don't know. How long are you going to work for them?
Q. Well, you stopped getting paid long before this '92 letter?
A. So I did a few things to help, but it was voluntary.
Q. Sure. And when did you decide that you weren't going to help them anymore?
A. I never decided I wouldn't help them

anymore. I decided I was -- Mr. Murray changed his position. He decided I'm going to do it this way, and it was his choice, and he shared that with his daughters. So it was evident that either you're going to make Mr. Murray pay or you're not.
Q. Well, Mr. Murray had previously said he wasn't going to honor the debt and then did something to recognize the debt?
A. Well, the 1980 agreement.
Q. Yeah. So I'm interested in knowing when did you tell the girls, hey, girls, I'm no longer going to work on your behalf of try to recover this?
A. I don't remember if I said that or when I said it.
Q. So you don't even -- you don't remember even if you told them you're no longer working on their behalf?
A. I don't feel like I ever did stop working on their behalf. I mean, I have never done anything to hurt them. All I'm doing is honoring the wishes of Bill Murray. This isn't my debt. This is my father-in-law's debt. This is his estate. It's his will. It's his trust. These are what he -- things he wanted to do.

Q. Well, there's a difference between what he wanted to do and what he was obligated to do, and you were helping the girls enforce something that he was at one time obligated to do?
A. At one time I was employed to do that, and I helped them.
Q. And -- and you're telling us that you don't remember when, if ever, you told the girls I'm no longer going to help you?
A. I've said that I don't remember when I told them I wouldn't ever help them on their claim with their father or that I -- and I never said that I was going to do it for the rest of my life.
Q. Let's take a look at what we'll mark as Exhibit 18.
(Smith EXH. 18, Affidavit of Financial Condition of William E. Murray, marked for identification.)
BY MR. KEFALOS:
Q. We talked earlier about a financial statement that was provided to the -- was it the Signet Bank? Signal Bank?
A. I mentioned two com -- two entities, Signet Bank and the Small Business Administration. This document went to the Small Business

Administration.
Q. Okay. So you're familiar with this document?
A. I have seen this document before, yes, sir.
Q. Okay. All right. On page which is Bates number -- numbered 497 there is a listing of --
A. Just give me one second. Okay.
Q. There's a listing of the debts that Mr. Murray acknowledged at that time?
A. Item number 42 on page, doesn't say a number. But yeah, item number 42, I see the list of debts.
Q. Okay. And one of the debts that Mr. Murray acknowledged on August 2, 1995 was the claim of the estate of Minnie Murray?
A. I see that, $1 million 4.
Q. Great. And is that -- look to the last page there. Is that Mr. Murray's signature?
A. Again, I am not a handwriting expert. So I'm not really in a position to judge whether it's Mr. Murray's signature or not.
Q. Uh-huh. But you know that Mr. Murray submitted this to the SBA?

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

the record?
Q. Yeah. Well, you were -- that was at a time when you were still trying to help them recover the debt?
A. Again, I have told you, I don't really know if I ever stopped. I never told them I wasn't going to do anything, but I shared information that was important to Elizabeth.
Q. Good. A couple of -- let's look at what we'll mark Exhibit 19.
(Smith EXH. 19, Mortgage, marked for identification.)
MR. KEFALOS: And you know what, let's put -- let's also add Exhibit 20 to that.
(Smith EXH. 20, Note, marked for identification.)
BY MR. KEFALOS:
Q. Do you -- can you identify Exhibits 19 and 20?
A. Do 19 first?
Q. Sure.
A. It says it's a mortgage from Wachovia Mortgage to the -- to William E. Murray as trustee of the William E. Murray irrevocable trust, and it's dated, this agreement, the mortgage is dated

February 3, 2006.
Q. Is that Mr. Murray's signature on the last page?
A. Did you put mine upside down to make it harder?
Q. I didn't intentionally do that.
A. You sure? George, again, I am not a handwriting expert. So I'm not in a position to tell you whether that's Mr. Murray's signature or not.
Q. Does it look like this signature?
A. I'm really not a handwriting expert and I'm not in a position to tell you whether it's his signature or not.
Q. Were you aware that Mr. Murray gave a mortgage to Wachovia on February 3, 2006?
A. I may have been. I can't remember it right now, but I may have been.
Q. All right. Do you deny that this is an authentic mortgage, a copy of the mortgage that Mr. Murray gave to Wachovia on February 3, 2006?
A. What I'm saying to you is I'm not sure -- I'm not testifying that that's Mr. Murray's signature. I am not saying that it's not an authentic document.

Q. And you don't --
A. I don't remember.
Q. You don't remember if you were aware that he was signing this mortgage at that time?
A. I honestly don't remember at this time.
Q. All right. And Exhibit Number 20 is the note that accompanies the mortgage. Were you aware that Mr. Murray signed a note at that time?
A. These are -- let me -- I think they're related documents.
Q. Yes, I think they are, too.
A. So I can't remember if I knew whether he signed this or not at the time. I may have or may not. I probably did know.
Q. Well, take a look at the witness line.
A. The what line?
Q. The witness line on the mortgage, which is marked Exhibit 19. Is that your signature there?
A. Exhibit 19? I'm sorry, I thought we were on to 20. I apologize. You want me to look where, at this last page?
Q. The last page on Exhibit 19.
A. Where Mr. Murray's sig -- sig -- proposed purported signature is on the right?
Q. Yeah.
A. And you want to know whose signature that is on the left?
Q. Yes.
A. That is not my signature.
Q. That's not your signature?
A. No.
Q. Do you know whose that is?
A. I -- it looks like it could be James Mahl's signature, but I'm not sure.
Q. Do you agree that Mr. Murray was competent in Feb -- on February 3, 2006 to sign this note and mortgage?
A. I would say Mr. Murray could be competent or could not be competent. It depends on the time of day, how he feels. He had good days and bad days. But overall I felt and I remember him being competent on -- more than not.
Q. Let's shift gears for a second and talk about Elizabeth StyleSetters. You are aware that Elizabeth StyleSetters has filed a claim against the estate of William Murray?
A. Yes, sir.
Q. And the estate has denied that claim?

A. Yes.
Q. Why?
A. We were advised on the advice of counsel that this was an unsupported un, a doc or a debt we couldn't honor.
Q. Why was it a debt that you could not honor?
A. Again, as I said to you before, I don't want to compromise my client-attorney privilege, and so I don't know if I should share with you what my attorney said.
Q. Well, when you -- strike that.
I would ask you to tell me what your attorney said was the basis for your denial file of the claim.
MR. HOOD: It's privileged.
MR. KEFALOS: Okay.
BY MR. KEFALOS:
Q. What did you tell your attorney -- yeah. Who was your attorney?
A. Edward Bennett.
Q. Okay.
A. Edward Bennett continues to represent the trust and estate.
Q. What did you tell Edward about this

debt?
A. We gave Edward all of the information that we had with regard to the debt. There's -- do you have the claim that I -- could I look at it as we -- it would facilitate me in answering you.
Q. I don't. I don't have the claim.
A. You don't have the claim?
Q. No.
A. Well, it's hard for me to remember what I -- what I said without having something to reference.
Q. Well, we know that the claim contained a lot of supporting documents that were supposed to have been -- represent debts that were incurred by Liz. I'm interested in knowing what you told Edward about the claim that Liz was making.
A. As I remember the claim, it is involving not only monies that Liz purportedly advanced and didn't get repaid from The Inn At Quogue. I remember there were other pieces of it. So that's why I'm a little confused. You really don't have her claim that I could look at to use as --
Q. No, I don't. Did you tell Edward that at some point, oh, maybe in 2000, that Mr. Murray

had acknowledged that there was a debt to Elizabeth StyleSetters?
A. Mr. Murray -- so I don't know if I told Edward that.
Q. Okay. Did you tell Edward that Mr. Murray had been paying Elizabeth 2 or $3000 a month since at least 2000?
A. When Elizabeth was no longer working at the The Inn At Quogue, which I think was around 2000 or 2001, Bill Murray agreed to assist and help her retrain herself so that she could be in a better position to be a self-supporting individual. And Elizabeth was interested in the New York School of Design I believe.
So Mr. Murray agreed he would pay for her tuition and her upkeep, books, things of that sort and support -- he -- so he paid her costa and he provided her a $3000 a month allowance. That's what Elizabeth got from my father-in-law as far as a monthly allowance.
I know that because I have seen correspondence and requests and Elizabeth's monthly summaries of what she needed from her dad.
Q. Did $2000 of that $3000 monthly allowance go on account of Liz's claim for work

she did at The Inn At Quogue?
A. My understanding is that they are unrelated. I was told that they were -- there was a $3000 allowance and for her -- her costs to go to school.
As far as Mr. Murray's position with Elizabeth's claim, when she originally approached her father she indicated she had about $500,000 due her, and that number changed a variety of times. But consistently throughout the entire discussion, all of the discussions, Bill Murray always looked at me and said where would Liz get this money; how could she ever lend me money. And I wasn't ever able -- in a position to give him any support to that.
Q. Didn't Liz provide documentation for the expenses that she had incurred?
A. Elizabeth provided our office in Hagerstown, which was then all sent to New York for review by James Mahl.
And understand, at -- when Elizabeth was involved with The Inn At Quogue it had just been acquired in '99. It had been a asset by a fellow that owed Bill Murray a bunch of money. He went bankrupt. Bill Murray decided he was going

to save his loan to this person by buying The Inn At Quogue. It was a dilapidated property in Quogue, New York. Elizabeth came in and she started assisting her father directly for her father making improvements to The Inn At Quogue.
That was a matter that was really handled between my father-in-law and James and her. And we also, my company, my involvement was we -- we handled the hotel, the operational business of the hotel.
So everything that Elizabeth was doing was either being funded through her father writing checks, reim -- reimbursing her, or monies that he would send to Hagerstown to support having her checks be paid from there.
What happened is when the Hagerstown information that Elizabeth had been requesting was shared with the New York office an audit was done between the two companies, the two bookkeeping offices, and then ultimately a final audit by James Mahl, and there was determined that there were multiple payments on one invoice. Elizabeth was getting paid in New York and Elizabeth was getting paid in Hagerstown for the same bill.
I'm not suggesting it was intentional,

but it happened. As a result, when the final accounting was done it was determined that Elizabeth actually had been overpaid, and that was memorialized in a letter to her. And thereafter there was continued demands made by Elizabeth that that wasn't right, that she was due more money, that she still had an obligation due her.

Her father agreed to allow her sister Pam at his expense to go and provide more accounting efforts and put it in a fashion that he was satisfied with. But at the end of the day Bill Murray continued to not believe that Elizabeth Murray had advanced monies on his behalf because he never believed she had the financial capacity to have done that.

Q. Okay. Well, do -- would it be fair to say that what you're saying is that while Murray acknowledged he had agreed to reimburse Liz for her expenses at The Inn At Quogue, he disputed --

A. I didn't say that. He agreed to reimburse her for some expenses. You know, I wasn't -- and George, I want to emphasize. I was not in that. That was between Bill Murray and Elizabeth Murray and to some extent James Mahl.

Q. But what you do know is he was

disputing the amount of the expenses?

A. What I know is that Bill Murray looked at me and said, Hilton, she doesn't have any money; how could she ever lend money to me. And I have never been able to answer that question.

Q. All right. Well, you never -- as I understand what you're saying, Murray never told you I did not agree to reimburse her for expenses; he questioned whether, in fact, she incurred those expenses?

A. I didn't go through the expenses with Bill.

Q. I'm not asking about going through them. I'm asking you for you to summarize his position on that debt.

A. It's what I have said.

Q. He didn't deny it existed; he -- he denied the amount?

A. He -- he said what I have just said to you: Hilton, how could Liz ever have gotten money; where would she have ever gotten the money to lend me money; I don't understand it.

Q. Well, let's look at what we'll mark as Exhibit 21.

(Smith EXH. 21, Document Bates EST OF

WEM 0021, marked for identification.)

BY MR. KEFALOS:

Q. Have you ever seen this before?

A. I believe I have seen this before.

Q. Good. Did you ever talk with Mr. Murray about this?

A. I'm pretty sure I have. Yeah.

Q. And what did he tell you?

A. He said that he was anxious to see what the accounting provided because he didn't believe Elizabeth was ever going to be in a position to have lent him money.

Q. Well, this acknowledges at least $50,000 as of --

A. No, no. It says: Salaries due to her in various times totaling on or about $50,000. Murray agrees to pay her back these monies. Elizabeth agrees to supply Murray the accurate accounting for these invoices by the end of April 2000 so that the parties are in agreement to total monies owed. So to me...

Q. Do you -- do you agree that this recognizes a debt to Elizabeth Murray?

A. No. I think this recognizes Bill Murray's willingness to give Elizabeth another

chance to show him and provide him evidence that she's due money.

Q. Did Mr. Murray pay $2000 a month on account of this obligation?

A. My understanding, sir, is just what I told you and really all I know. When Elizabeth left The Inn At Quogue she was facing a divorce. She didn't have a job. Her father wanted to assist her and help her retrain into a field that she could be self-sufficient, and he agreed to pay all of those costs and give her an allowance of $3000 a month.

Q. Well, this says: W.E. Murray agrees to pay her back these monies and accrued interest at the rate of $2000 a month.

And my question is did he pay her $2000 a month after this obligation was signed?

A. Well, I hear what you're asking me, and I'm still standing on what I knew to be the case. And if you take 1999 to 2007 times 2000 times 12, that's 24,000 times eight. It sounds like Elizabeth, if he was, has gotten all of her money back.

But my understanding is it was a $3000 allowance for her to spend to live. I do not

understand -- I -- I did not understand he was giving her this money in repayment for a debt that had not been proven, that he did not believe she could have lent him the money because of her financial position.

Q. Let's take a look at what we'll mark Exhibit 22.

(Smith EXH. 22, 2/4/03 Interoffice Memo, marked for identification.)

BY MR. KEFALOS:

Q. Have you ever seen this document, which is a memo, and the date is not -- it's a memo from William Murray to Elizabeth Murray, and the date on the first page is February 4, 2003 and on the second page it's February 4, 2004? Have you ever seen this before?

MS. HOOD: George, did you identify this document?

MR. KEFALOS: I thought I did, but it -- there were a couple of things I pulled out. This one -- I think this one and another one I didn't.

MR. HOOD: So would you explain to the witness his right?

MR. KEFALOS: Oh, you have a right to

confer with your attorneys about this memo.

MR. HOOD: If you want to.

MR. KEFALOS: If you want to.

THE WITNESS: So you didn't produce this?

MR. KEFALOS: Not before the deposition.

THE WITNESS: How come?

MR. KEFALOS: This was produced in discovery. Some things slip through the cracks.

THE WITNESS: I understand. I understand, George. But if you give me a moment I'll read it, and if I have questions I'll ask. But just give me a moment. Thanks.

(The witness reads the document, as requested.)

MR. KEFALOS: I think the last page probably should be a separate exhibit.

THE WITNESS: Do you want me to rip it off?

MR. KEFALOS: Yeah. Have you had a chance to review it?

THE WTINESS: I have looked at it. I'd like to ask my counsel for a few questions.

MR. KEFALOS: Sure. Go ahead.

THE WITNESS: Do you want us to leave the room or are you guys going to leave?

MS. HOOD: We'll go talk.

VIDEOGRAPHER: Going off the record. The time is 12:08 p.m.

(A recess was taken.)

VIDEOGRAPHER: We're back on the record. The time is 12:20 p.m.

THE WITNESS: I think that second page that George gave me is also part of this, the one with the check on it. You asked me to separate them.

BY MR. KEFALOS:

Q. Pull it out. That's fine.

A. And I did that. But that's -- do you want me to still hold that?

Q. No.

A. Okay.

Q. Referring your attention to 22. We were talking about Mr. Murray's attitude towards Liz's claim for her work at The Inn At Quogue. And we looked at the Exhibit 21, which was dated January 7, 2000, regarding the $2000 a month payment?

A. Uh-huh.

Q. And let's look three years later. We look at this Exhibit Number 22. Do you see he acknowledges The Inn -- the debt to The Inn At Quogue in the last sentence of the third paragraph?

A. You're talking about the subparagraphs in paragraph 3 on the first page?

Q. Yes.

A. By the end of February we will have the analysis from Hagerstown office of your claim of sums due. At that point we will review the outcome and go from there with regard to what monies are due you from the inn.

Q. Yeah.

A. So I think he's still open to having her show him, you know, what -- if she's due any money.

Q. Yeah.

A. I don't think he's acknowledging a claim. I think he's saying, hey, if you got more stuff show it to me.

Q. Okay. A couple of questions on a separate topic. How often do you produce an accounting from the estate?

A. We are obligated under the trust to

provide information every six months or on -- on the estate every six months.
Q. Uh-huh.
A. And that was ordered by the judge when we were coming through probate, and that's what we've been doing since the beginning of -- since, you know, it started.
Q. Have you provided that accounting to me as the attorneys for the -- for Liz and Pam and creditor claims?
A. I don't know who gets it other than the judge. That's who we provide it to. I know that I have received a few phone calls in the past from Brianna, who is a beneficiary. And she has looked at it. I mean, it's available. It's not something that's hidden from you I don't believe. At least it's not hidden from Brianna as a beneficiary.
So that's where it goes. I don't know. So you guys work in the probate court. You know how it works. But we submit that accounting through our designated person, Barry Gumb, every six months.
Q. Sure. Talk about Brianna. You know the -- Liz and Pam and the Minnie Murray claim and

the StyleSetters claim requested a copy of the will from the estate? Do you remember that?
A. No. They asked me for a copy of the will?
Q. Well, either you or the attorney for a copy of the will.
A. Well, I don't remember them asking me for a copy of the will.
Q. Okay. I can tell you that the only copy we received was a redacted copy. Is there any reason for that?
A. It's pursuant to the wishes of Bill Murray. He -- there's this clause, paragraph 20. I don't know if -- that's not been redacted from you, has it, in the -- in the will? Because you received a copy of the will.
Q. Yes.
A. And I don't believe the confidentiality clause was redacted. What's redacted is -- Bill's wishes were that no other beneficiary would know what the others are getting. That was a great concern of his.
Q. Is that part of your confidentiality obligation?
A. Actually, it's -- it's a requirement

of not only me but every beneficiary. For instance, if Catherine told you I'm getting eight percent she is violating the terms of the will.
Q. Well, I'm not talking -- I'm asking you about --
A. I'm just saying for me, for me as a trustee, I'm also a beneficiary, George. So I would compromise my role as a trustee. I would compromise my role as a beneficiary.
Q. Could you be removed for that? That is, by disclosing --
A. Yes. I think -- I think whoever violates the terms of Mr. Murray's will is subject to being removed.
Q. So if you gave me an unredacted copy of the will you could be removed as trustee --
A. What I know, George, is --
Q. -- for violating the confidentiality provision?
A. To answer your question, one, I'm not a lawyer and I'm not really sure. But what happened when my father-in-law died, he made sure that everybody's counsel got a redacted copy of the will and trust. And the reason it was redacted is per the terms and wishes of Bill

Murray. So that's what we're all doing over here. We're honoring Bill's wishes. That's our objective.
Q. Well, are -- were you honoring Bill's wishes when you gave an unredacted copy of the will to Brianna?
A. I didn't give an unredacted copy of the will to Brianna. I haven't given an unredacted copy of the will to anyone other than Edward Bennett or other financial --
Q. Would you agree that providing an unredacted copy of the will to Brianna would be a violation of the trust?
A. That's my understanding.
Q. Okay. Have you done any --
A. Or to any beneficiary. You know, it's not just Brianna.
Q. Okay. Have you done any calculations regarding the possible savings to the estate by paying the Minnie Murray claim?
A. Whether or not we pay the Minnie Murray claim isn't -- I mean, that's -- that's -- it's going to go one way or the other. I haven't looked at the estate specifically with regard to having made the payment, if we were in a position

to pay $12 million or whatever the court might order. But I can tell you, as you asked me earlier, would that affect Mr. Murray's wishes, this $12 million would significantly affect and take away from what one of Bill Murray's greatest wishes were, and that was to treat his four daughters equally. He told me that, and your client actually testified to that here in the room last week.

Q. You know that the Minnie Murray claim is deductible, tax deductible from the estate?

A. If -- yeah, if you --

Q. If it's valid?

A. If it's a claim, then it affects the estate tax, absolutely. There would be more expenses and less dollars to be taxed.

Q. Have you done a calculation of what tax savings might be realized by the estate had -- if the estate paid this $12 million claim to Minnie Minnie?

A. There's been some analysis by Edward Bennett.

Q. Do you know what the savings would be?

A. I don't -- I can't -- I'm really not supposed to go into financial matters specifically

with you at least.

Q. Do you know whether this claim; that is, the Minnie Murray claim or the Elizabeth StyleSetters claims, were deducted on the estate tax returns?

A. I don't know if I can tell you that.

Q. I just want to know if you know whether?

A. I'm pretty sure I know.

Q. Okay.

A. But I don't feel that I'm in a position to be able to tell you that.

Q. Well, that -- if the estate deducted the -- any part of the claim of Minnie Murray or Elizabeth StyleSetters, isn't that a recognition of the legitimacy of the claim?

A. George, be clear. I haven't told you whether it was reflected or not.

Q. I know. That's why --

A. I have told you that I'm not sure that I have a right to and that's why I won't. I do know whether they were or not, but I don't feel that it's a question I can answer, and I -- I'm not trying to be evasive. I'm just trying not to let you get me in trouble.

Q. Well, don't you realize or don't you see that it's important for me to know, because the estate is taking the position that these are not valid claims, but if the estate took an inconsistent position with the IRS, that would be important for us to know as creditors because that would be a recognition --

A. I appreciate your question. I appreciate your question. You know --

MR. HOOD: We'll think about the answer -- answer to your question serious, very seriously, and if we agree with you we will answer you.

MR. KEFALOS: All right. So right now you're instructing him not to answer?

MR. HOOD: Now, yes. The language is very strong. We cannot violate it.

MR. KEFALOS: Well, I know it's been violated in some ways.

MR. HOOD: In what ways?

MR. KEFALOS: The will has been produced in unredacted form to Brianna.

THE WITNESS: You know that?

MR. KEFALOS: I have a copy of it from Brianna.

THE WITNESS: Brianna gave you a copy of the will?

MR. KEFALOS: Yeah.

THE WITNESS: Did she tell you where she got it?

MR. KEFALOS: You. All right. So it -- it seems to me you assert this need for confidentiality conveniently.

THE WITNESS: No. This is respecting William Murray. That's what we're doing.

MR. HOOD: I'm not -- I'm doing it overall as to everything, not conveniently really. But your last question about the tax return and your explanation is very -- I agree with you really, but I need to look at the documents and see if I'd be violating the issues.

MR. KEFALOS: Okay. Good.

THE WITNESS: I'd be happy to answer if it's not.

BY MR. KEFALOS:

Q. Have you felt well enough to answer my questions today?

A. So far.

Q. Have you given me full and complete answers to my questions?

A. To the best of my ability.
Q. And have you understood those questions that you answered?
A. Pretty much. You're a little confusing, but I'm doing okay.
MR. KEFALOS: That's all the questions I have. Thank you.
MR. HOOD: We have no questions.
VIDEOGRAPHER: This concludes the video deposition of Hilton Smith. The time is 12:31 p.m. We are now off the record.
(The deposition was concluded at 12:31 PM.)

SIGNATURE OF DEPONENT
DEPONENT: HILTON SMITH
DEPOSITION DATE: December 16, 2014
REPORTER: ROXANNE M. EASTERWOOD, RPR
CASE CAPTION: IN RE: THE ESTATE OF WILLIAM EDWARDS MURRAY

(Please return both Signature of Deponent pages)

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

PAGE	LINE	CHANGE	REASON

SIGNATURE OF DEPONENT (CONTINUED)
DEPOSITION DATE: December 16, 2014
REPORTER: ROXANNE M. EASTERWOOD, RPR
CASE CAPTION: IN RE: THE ESTATE OF WILLIAM EDWARDS MURRAY

PAGE	LINE	CHANGE	REASON

HILTON SMITH DATE

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

Roxanne M. Easterwood, RPR
My Commission expires
February 1, 2015

CERTIFICATE OF REPORTER

I, Roxanne M. Easterwood, Registered Professional Reporter and Notary Public for the State of South Carolina at Large, do hereby certify that the foregoing transcript, pages 1 through 147, is a true, accurate, and complete record.

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

Witness my hand, I have hereunto affixed my official seal this 16th day of December 2014 at Charleston, Charleston County, South Carolina.

Roxanne M. Easterwood, RPR
My Commission expires
February 1, 2015

INDEX

	Page	Line
STIPULATION	3	1
HILTON SMITH	4	7
EXAMINATION BY MR. KEFALOS	4	9
SIGNATURE OF DEPONENT	142	1
CERTIFICATE OF REPORTER	144	1

REQUESTED INFORMATION INDEX

	Page	Line
Agreement between Mr. Murray and Mr. Smith or Carriage House or Carriage Hill and Manor House	32	23

EXHIBITS

	Page	Line
Smith EXH. 1, William E. Murray Document with 2/9/06 Letter and Attachments	51	13
Smith EXH. 2, 1980 Agreement	68	21
Smith EXH. 3, 4/6/84 Letter From Hilton Smith	71	8
Smith EXH. 4, Check 0555	75	24

Smith EXH. 5, 10/2/91 Letter	78	25
Smith EXH. 6, 10/9/92 Letter From Pamela	86	4
Smith EXH. 7, 10/19/92 Letter	87	6
Smith EXH. 8, 11/4/92 Letter from Hilton Smith to Pamela Stack	88	13
Smith EXH. 9, 11/13/92 Letter From Hilton Smith to Gail Margolis Reid	91	10
Smith EXH. 10, 11/16/92 From Hilton Smith To Thomas Berner	93	7
Smith EXH. 11, 11/17/92 Letter from Hilton Smith to Thomas Berner	94	15
Smith EXH. 12, 11/20/92 Letter to Hilton Smith from Dan Kelly	95	4
Smith EXH. 13, 12/1/92 Letter From Gail Margolis Reid to Catherine and Elizabeth	96	6
Smith EXH. 14, 12/2/92 Memo	97	15
Smith EXH. 15, 12/12/92 Memo	98	10
Smith EXH. 16, 12/11/92 Document	101	6
Smith EXH. 17, 12/17/94	106	20

Letters		
Smith EXH. 18, Affidavit of Financial Condition of William E. Murray	113	16
Smith EXH. 19, Mortgage	116	11
Smith EXH. 20, Note	116	15
Smith EXH. 21, Document Bates EST OF WEM 0021	126	25
Smith EXH. 22, 2/4/03 Interoffice Memo	129	8

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

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ALSO PRESENT:

Hilton Smith

(INDEX AT REAR OF TRANSCRIPT)

LARRY C. BUMP
being first duly sworn, testified as follows:
EXAMINATION
BY MS. CRAIG:
Q. Good morning, Mr. Bump. My name is Molly Craig and I represent the estate of William Murray. And I appreciate you being here for us to take your deposition today. I know you traveled I believe from Atlanta?
A. Um-hum.
Q. So thank you for being here. Also, we met briefly off of the record. You indicated that you had given a deposition about 20 years ago.
A. Yeah.
Q. It's a long time ago so let me just review the ground rules so that we understand one another. Our Court Reporter will be transcribing and documenting all the questions and answers during the course of the deposition and will you please make sure you give a verbal response to the questions that I ask versus nodding or shaking of the head?
A. Right.
Q. Because she can't, of course, record that.

A. Shaking of head.
Q. Yes, that's right. And also, if you have any questions about the questions that are posed to you during the course of your deposition, will you ask me to rephrase or restate the questions --
A. Sure.
Q. -- so that you understand them?
A. Yes.
Q. And is it agreeable that you will answer these questions pursuant to the oath that you've just taken?
A. Yes.
Q. Thank you, sir. All right, Mr. Bump, if you could give us your full name, please.
A. Larry Charles Bump.
Q. And have you taken any medication today that would affect your ability --
A. No.
Q. -- to give truthful and accurate testimony?
A. No.
Q. May I have your date of birth, please?
A. 4/8/54.
Q. And your place of birth?

A. Place of birth?
Q. Yes, sir.
A. Multnomah County, which is Portland, Oregon.
Q. Do you have any relatives in Charleston, South Carolina?
A. No. Nobody.
Q. By blood or marriage?
A. No.
Q. Tell us your educational background, please, sir.
A. Graduated from Parkrose Senior High School in 1972. I graduated from Gwinnette Technical College in 1993, got an Associate's in warehouse distribution and traffic management and that's about it.
Q. What year did you receive the Associate's in warehouse distribution?
A. '93.
Q. That was with Gwinnette Technical College?
A. Um-hum.
Q. Is that a yes?
A. Yes.
Q. Where do you reside, sir?

A. Right now I reside at 269 Powder Mill Drive and that is in Dallas, Georgia. I think the zip code is 30157.
Q. And how long have you lived in Dallas, Georgia?
A. Three weeks.
Q. Where did you live before that?
A. I lived at 443 -- 443 Longleaf Court there in Lawrenceville, Georgia.
Q. Where?
A. Lawrenceville, Georgia.
Q. So how long have you been in the Atlanta area?
A. Oh, since '73.
Q. Where are you employed?
A. Currently I'm employed with Driveline Retail.
Q. What do you do at Driveline Retail?
A. I am an associate. I do retail merchandising.
Q. Could you be more specific?
A. It means that I go into different stores, Walmart, Target, Costco, and I either do a new product install or I do different -- different -- do different design things.

MS. CRAIG: Can we go off the record one second?
(Off-the-record conference.)
MS. CRAIG: All right, back on.
BY MS. CRAIG:
Q. So how long have you had that job at Driveline Retail?
A. A year and a half.
Q. And before working at Driveline Retail where did you work?
A. I worked at Pro Lawns Landscaping, which was my business, and I did that since 1993 up until last November.
Q. So you were self-employed in the landscaping business from 1993 to 2014?
A. Um-hum.
Q. Is that a yes?
A. Yes.
Q. And why did you stop Pro Lawns Landscaping and go --
A. I had physical issues, health issues.
Q. But those health issues aren't preventing you from working at Driveline Retail?
A. Right. The landscaping was more physical exertion.

Q. Have you ever been arrested?
A. No.
Q. Any military service?
A. No.
Q. How long were you and Pam Murray in a romantic relationship?
A. Started in -- gosh, started in February of 2004.
Q. Your relationship with Pam Murray started February 2004 and ended when?
A. It ended in September of 2010.
Q. How did you meet Pam Murray?
A. Pam and I were going through -- I was going through a separation and was in a outpatient therapy for depression at the time. She was also a patient there too going through the same thing. We subsequently both went through divorces but we didn't really start dating until probably late July of that year.
Q. And when you say late July that year, you mean 2004?
A. Yes.
Q. What was the name of the facility where you and Pamela Murray were -- inpatient or outpatient?

A. Outpatient. It was Kaiser Permanente and I think the location was on -- in Sandy Springs but I don't recall the street.
Q. It's your recollection that Pam Murray was at Kaiser receiving treatment for depression?
A. Yeah. Same thing.
Q. Okay. Anything else?
A. Not that I know of.
Q. Did you and Pam Murray ever live together?
A. Yes.
Q. What years?
A. That started in -- well, it started when we moved here to Charleston in February of 2005.
Q. So you moved from Atlanta to Charleston with Pamela Murray February 2005?
A. Right.
Q. And where did you live?
A. We lived at 1561 Brianna Lane on James Island.
Q. How long did you and Pamela Murray live at 1561 Brianna Lane?
A. We left in late July of 2008.
Q. When you and Pamela Murray left

Charleston in July 2008, where did you go?
A. We moved to Cumming, Georgia.
Q. Did you and Pamela Murray continue to live together?
A. Yes.
Q. So did you and Miss Murray live together until the relationship ended in September 2010?
A. Yes.
Q. Did you ever marry Pam Murray?
A. No. We had -- we had planned to marry in -- get married in August of 2010 and she came down with recurrent breast cancer I believe at the end of January of the same year.
Q. What was the reason for the breakup of the relationship?
A. She moved to Washington -- Washington, DC.
Q. Did you stay in touch with Pam Murray?
A. No. Pam and I never spoke after that. No, I didn't speak to her after that.
Q. Did you ever speak to Pam Murray after she moved to DC in September 2010?
A. No.
Q. Throughout her course with cancer

treatment, you never spoke to her?
A. No. I got her through cancer treatment in Atlanta from January to August and then she decided to move up there because at the time they gave her 14 months to live so she chose to live near her kids up there.
Q. But during that time you didn't speak to her?
A. After she moved up there, no.
Q. Did you go to Pam's funeral?
A. No, I did not.
Q. How did you find out that Pam passed away?
A. Liz had called me.
Q. Are you talking about Elizabeth Murray?
A. Yes.
Q. During the time that you and Pam lived together between February 2004 and September 2010, was Pam employed?
A. Yeah, she -- she did her own accounting business. She actually did that and she worked for two or three other firms here in town doing the same thing but working for them. And don't ask me who they were because I don't remember.
Q. Was Pam financially dependent on you or

did she have --
A. No.
Q. -- her own income?
A. Just her own income.
Q. Were you financially dependent on Pam?
A. No.
Q. Did Mr. Murray buy the house where you and Pam Murray lived which was 1561 Brianna Lane?
A. I presume he did. I know that there was some transactions done in reference to that. He planned to give all of his daughters a house near him and that's where he planned to give them a house, at that place.
Q. Which daughters is it your understanding that Mr. Murray purchased houses for?
A. For Pamela, Brianna and for Liz, Elizabeth.
Q. Is that all of the daughters?
A. Three daughters, yeah.
Q. Did you ever pay rent to Liz on the house on Brianna Lane?
A. To Liz or to Pam?
Q. To anybody.
A. No.
Q. When did Pam sell the house on Brianna

Lane?
A. She sold it in -- at the end of July of 2008.
Q. Do you know what she did with the money from the sale of the house?
A. Yeah, she bought another place in Cumming, Georgia and that's as far as I know. After we moved to Cumming, that is.
Q. The house in Cumming, Georgia that Pam bought with the proceeds from the sale of the house on Brianna Lane, was that her house?
A. Yeah.
Q. And you lived there with her?
A. Yeah.
Q. Did you pay rent to Pam?
A. No.
Q. Did Pam ever discuss her father with you?
A. Yes.
Q. What do you recall about those discussions?
A. I met her father in between Thanksgiving and Christmas of 2004 my first time. I did not know a lot about all the situations in Charleston until after I moved up there -- up here

and then, you know, stories and facts started to come out. And I made no opinions, you know, on that until I was here and then I started listening and seeing things go on, yeah.
Q. Did you get along with Mr. Murray?
A. Oh, yeah.
Q. Did you like him?
A. Great, yeah.
Q. You liked Mr. Murray?
A. Not a problem. Oh, yeah.
Q. In your experience based on your personal observations, would you agree that he was a generous man?
A. Yes.
Q. And did he give gifts to his daughter, Pamela Murray?
A. Yeah.
Q. Did he give gifts to you as well?
A. No.
Q. I forgot to ask you at the beginning of the deposition. Have you ever been -- you said that you'd been married once and then you --
A. Yes.
Q. -- were hospitalized -- or you went for depression treatment as a result of that?

A. Right.
Q. What is the name of your first wife?
A. It's Graciela Bump.
Q. And is she still alive?
A. Yes.
Q. Where does she live?
A. She lives in Lawrenceville.
Q. And have you married subsequently?
A. No. I actually after -- after Pam left, I took two years and didn't date anybody. And then I've had several dating relationships, you know, along the way and now I have just moved in with somebody I met last -- last August.
Q. And what is that person's name?
A. It is Roberta Lecroix.
Q. Do you recall any conversations that you had with Pam Murray regarding the Minnie Holmes Murray estate?
A. Yes, just in -- I don't know all of the intricate details of it but I do know that apparently her father borrowed some money from the estate and apparently at some point promised to pay it back. He didn't pay it back. The three daughters, Catherine, Brianna -- or Catherine, Elizabeth and Pam, sued their father and

subsequently with the help of Mr. Hilton did an agreement to a promissory to repay those funds back, which he never did.
Q. And where did you -- who gave you that information?
A. Pam did.
Q. Did you speak to Elizabeth Murray about the estate of Minnie Holmes?
A. Well, there was conversation between the three of us. It wasn't -- I didn't get the -- like I said, I didn't get the intricate details, I just remember bits and pieces of the overall situation.
Q. When is the last time you spoke with Elizabeth Murray?
A. I would have to say it was probably April -- April 12, 13, 14, somewhere in there.
Q. April 12th, 2013 or --
A. No, no, April 12th of this year, 2015.
Q. Excuse me. How do you remember that date so specifically?
A. Well, it was in the middle of April and she called to tell me that Pam had named me as a beneficiary in her life insurance and apparently as a beneficiary on some furniture that she and I

purchased after we moved up here. No, excuse me, after we moved back to Cumming.
Q. So Pam left you a piece of furniture?
A. Some furniture and some money from her life insurance.
Q. Did you go get the furniture that Pam left for you?
A. No. In fact, Ashley Smith, who is her daughter, she is supposedly the executor of the estate, and I had not heard from her except on a text message saying that supposedly Pam wanted to change her Will like October -- no, not change the Will but change a beneficiary on her life insurance I think it was last October to give those -- those funds to Elizabeth because apparently Pam's last six months she had no money, Liz was paying her rent, her doctor bills, blah, blah, blah, blah, blah, so -- but apparently Pam filled out the change of beneficiary, stuck it back in her drawer, never sent it off.
Q. And when you say she never sent off the change of beneficiary, that was where she was going to --
A. Change it from me to Liz.
Q. -- make Elizabeth the beneficiary as

opposed to you?
A. Yeah.
Q. But that never happened?
A. Never happened.
Q. So you were the sole beneficiary of the life insurance policy?
A. No, just part. 10 percent.
Q. Who else?
A. It was me, Ashley, Allison and Jeanette Smith.
Q. Who's Jeanette Smith?
A. Jeanette is her youngest daughter.
Q. And Allison and Ashley, are they also her daughters?
A. Yeah, all three of them.
Q. So the beneficiaries under Pam Murray's life insurance were her three daughters and you?
A. Yes.
Q. And how much money did you receive as a beneficiary?
A. 25,000, which was 10 percent of the entire policy.
Q. Knowing that Pam tried to change the beneficiary of her life insurance from you to Elizabeth Murray, why didn't you give Elizabeth

Murray the 25,000 dollars?
A. Liz was trying to -- Liz actually asked me to give that to her. Apparently Liz wanted me to basically reimburse her for Pam's expenses, doctor bills. It was -- I believe it was a gift to me and Liz was trying to get that just to replace the funds that she paid out.
Q. Did Elizabeth offer to show you receipts of expenses she had paid for Pam?
A. Nope.
Q. So you said Elizabeth Murray asked you to give her the 25,000 dollars, correct, and you chose not to do so?
A. Right.
Q. And was Elizabeth Murray angry at you?
A. I don't know if you would say angry. I know that when I got the funds, apparently they all knew at the time and Liz never spoke to me after that.
Q. Did Elizabeth Murray threaten to sue you over the 25,000 dollars?
A. No.
Q. So the last time you spoke with Elizabeth Murray was April 12, 2015?
A. April 12th, 13th or 14th, somewhere in

there.
Q. Oh, excuse me, April 12, 13 or 14 --
A. Right.
Q. -- of this year, 2015. Did you ever speak to Elizabeth Murray about giving a deposition in this case?
A. There was a time I think you guys were trying to get me in a deposition in maybe, gosh, 2015. It was after we moved back to Cumming, I think. I'm thinking maybe 2009, somewhere in there. You guys sent me a notice of a deposition but, you know, I never heard from you guys again so...
Q. So you contacted Elizabeth Murray?
A. No, we were all in -- in talking at that time but nothing about what was going on. She just said, you know, they're going to contact you, and you did.
Q. Did you -- did Elizabeth tell you why we wanted to take your deposition?
A. It was over supposedly some document that I witnessed and I signed an affidavit for it.
Q. Did Elizabeth Murray ask you -- or Pam Murray ask you to witness documents from time to time?

A. That was the only document that I remember seeing with my own eyes and that's it. There was no other documents or anything.
Q. Did Mr. Murray ever ask you to witness a document?
A. Only that one time.
Q. And what did Mr. Murray say specifically to you?
A. He wanted all of us to sign as a witness to it.
Q. What did he say specifically?
A. Oh, gosh, you're talking -- you're talking eight years ago, you know. I can't tell you verbatim, you know, exactly what was said.
Q. After you and Pam were no longer in a relationship, which was in September 2010, did you stay in contact with Elizabeth Murray?
A. Just off and on just to say hi. I helped her with credit situations and then she called when Pam had died. We spoke occasionally within the last maybe couple years only on Pam's condition. You know, I didn't ask to hear that but she offered it.
Q. So Elizabeth would contact you, you did not contact Elizabeth?

A. Right.
Q. Would Elizabeth also e-mail you from time to time after September 2010?
A. No.
Q. So the only communication that you had with Elizabeth --
A. Phone.
Q. -- was on the telephone?
A. Yeah.
Q. And she was the one who initiated it?
A. Correct. And it was basically over Pam's health and some credit stuff, that's it.
Q. And what is the credit stuff you're talking about?
A. She was trying to fix her credit so I was helping her with the knowledge that I had along the way so that's all that was.
Q. And during this time were you aware that Elizabeth Murray had filed two claims against Mr. Murray's estate?
A. I knew that a long time ago.
Q. When did you learn that information?
A. Let's see. Passed away in 2007. I think she filed a claim sometime shortly after her father died.

Q. Are you aware that she filed two claims, one is on behalf of the Minnie Holmes Murray estate --
A. Yeah.
Q. -- and the other one is on behalf of Elizabeth personally?
A. Right.
Q. And are you aware that the one that Elizabeth has filed against the Murray estate for her personally is over 500,000 dollars?
A. Yeah.
Q. And are you aware that the claim that she's filed against Mr. Murray's estate for the Minnie Holmes Murray estate is millions of dollars?
A. Yeah, I do.
Q. And how do you know that?
A. How do I know what?
Q. How do you know that information?
A. We all talked about it.
Q. Who is we?
A. Pam and Liz and I.
Q. And what was discussed?
A. It was discussed that -- you know, the longer it went, the more it was accumulating interest, blah, blah, blah, blah, blah, and once

she filed it, that was pretty much it. You know, I knew that -- I knew that when she filed it, Mr. Hilton okayed all the other creditor claims and denied her too.
Q. Have you reviewed a copy of Pam's Will?
A. No. I have not seen it. They have not -- Ashley has not even called me to tell me that there was furniture involved. I haven't heard from her at all.
Q. Are you going to get the furniture that was left to you?
A. I don't think so. I mean, it -- we're talking a sofa, a chair, a coffee table and a big screen TV, a cabinet, that's about it. What -- what that was was Pam was big into antique furniture and I wasn't so much into that so we -- we compromised. So we purchased a sofa, coffee table and a chair and a TV stand in contemporary so it kind of blended in a little bit so I was pleased with that but I never sought to split that with her when she left, you know, I didn't really care. I had a bed, bed frame, king-size bed frame, and mattress. I kept that. That was in a guest room so I kept that so... But, you know, I didn't know that she had put that in the Will, you know, so...

Q. Have you contacted her daughter Ashley to request that you get the furniture?
A. I made a few phone calls and she's refused to call me back. So I haven't seen the Will, I don't even know what's in it.
Q. Have you requested a copy of the Will?
A. Not yet.
Q. Do you --
A. I'm sure I won't get it because Ashley just -- you know, she's not contacted me. I know there's certain rules in estates but she's apparently violated all of them.
Q. Do you know that if Elizabeth Murray is successful with the claim for the Minnie Holmes estate that Pam Murray's estate will receive money?
A. Yeah.
Q. And do you --
A. I assume so. I mean, I don't know the law or the verbatim about that but...
Q. Do you know whether or not you would be a beneficiary under Pam Murray's Will --
A. I have no clue.
Q. -- and would receive some of that money?
A. I have no clue.

Q. You have not had that discussion with Elizabeth?
A. No. There was never -- never any talk about it. I never even knew about the life insurance.
Q. Are you going to do anything to obtain a copy of the Will to see if you'd be a beneficiary under her estate if she receives funds regarding the Minnie Holmes Murray estate?
A. I don't know why Ashley has not sent me that because apparently the week -- the week before Liz called me, Liz -- or Ashley saw the Will and of course discussed it with Liz, discussed it with her sisters. I have not seen a copy of that at all. I believe eventually get one, you know, I'm assuming, but I don't know.
Q. Do you want to see a copy of Pam's Will?
A. Sure.
Q. Have you retained a lawyer to help you in that regard?
A. No.
Q. You mentioned earlier that there was a form that Pam Murray filled out six months prior to her death changing the beneficiary of her life

insurance from you to Elizabeth Murray, is that correct?
A. Right.
Q. Did you ever see a copy of that form?
A. No.
Q. Who told you that that document existed?
A. Apparently when Ashley went to find a copy of the insurance certificate, she could not find that. The only way that she knew who the insurance company was was by her -- by Pam's checking account.
Q. What was the name of the life insurance company?
A. Ohio National Life Insurance.
Q. Who is the person that told you that this document changing the beneficiary was signed by Pamela Murray and it existed?
A. Well, there was a text from Ashley that when I asked her for the name of the insurance company, she said it's Ohio something. Then I texted her back about something about the insurance and she said, I don't think your name's on that because I think it changed over to Liz's name. And apparently along the way I know Pam -- Ashley was

trying to get information from Pam about her life insurance, you know, getting things in order along the way. And Pam said, oh, I took care of that, it's done, blah, blah, blah, blah. It wasn't done. I think she put it in the drawer and didn't send it off. But I've never seen it, I don't know where it's at, that's all I know.
Q. Who is the person that told you that it existed, was it Ashley or Elizabeth?
A. Ashley said she saw it, Elizabeth said she saw it.
Q. But you --
A. So in fact, I don't know if Elizabeth seen it, but Ashley told Elizabeth after the three girls read the Will and got a copy of the insurance certificate at that time.
Q. But nobody sent you a copy of this alleged change of beneficiary form?
A. No. Haven't seen it.
Q. You indicated that Mr. Murray bought Pam a house during the time that you and Pam Murray were in a relationship. What other --
A. I think he bought -- I think he did that prior to Pam and I's meeting each other.
Q. So Mr. -- your knowledge is that

Mr. Murray bought Pam, his daughter, a house, correct?
A. Um-hum.
Q. And he also bought Elizabeth Murray a house?
A. (Witness moved head up and down.)
Q. Is that a yes?
A. He said he did.
Q. Is that a yes?
A. Yes. I'm sorry.
Q. It's all right. Did Mr. Murray also buy either Pam or Elizabeth a car?
A. He bought Pam a car but did not buy Liz a car.
Q. Were you aware that Mr. Murray assisted Pam and Elizabeth Murray with tuition payments for their children?
A. Yes.
Q. And are you aware that Mr. Murray was providing financial support to both Elizabeth and Pam Murray during the time that you and Pam Murray were together?
A. No. The only thing that -- well, I knew he possibly was for Liz but the only thing I knew about Pam was that he bought her a car I think

in say October of 2004 because he bought her a 2005 Camry and he bought her that for her birthday. He was concerned that her old '98 Camry would not -- could not be dependable going back and forth to Charleston.
Q. Other than the car and the house that Mr. Murray purchased for Pam Murray, what other presents did he give her during the time that you and Pam were together?
A. You know, birthday presents that were, you know, very small, maybe out to dinner, whatnot. The only other thing I know of financial-wise is he bequested a 25,000 dollar bequest from his Will.
Q. Mr. Murray gave Pam 25,000 dollars?
A. Gave her and I think Liz also. And then I think he gave each of the granddaughters and the grandsons some money too.
Q. When was the 25,000 dollars received by Pam from her father?
A. By Pam or?
Q. By Pam.
A. Okay.
Q. You said Pam received 25,000 dollars.
A. I'm trying to think because there was a whole bunch of stuff going on with that.

Q. Well, what I'm trying to clarify is --
A. Yeah, I know.
Q. -- was the 25,000 dollars given by Mr. Murray before he died?
A. No, after he died.
Q. Any other presents or financial assistance that Mr. Murray gave to Pam that you are aware of?
A. No.
Q. After you and Pam Murray ended your relationship, you said that Elizabeth would contact you by phone from time to time?
A. Or basically for the credit questions and to keep me abreast about Pam's, you know, ongoing condition, which I didn't ask for it, she just offered it.
Q. Did Elizabeth Murray send you gift cards?
A. Yes. We -- you know, I did work for her on the credit stuff. She sent me a Starbucks, a ten dollar card. She sent me a movie card for like 25 dollars. And it was basically I would spend hours researching things for her and stuff too, so it was just kind of like a, you know, here's something.

Q. Would she send those gift cards to you by mail?
A. Um-hum.
Q. Yes?
A. Yes.
Q. And would she have letters or notes attached to those gift cards?
A. No.
Q. And has Miss -- has Elizabeth Murray sent you any gift cards since you refused to give her the 25,000 dollars that she requested?
A. No.
Q. You've had no contact with her whatsoever?
A. Not since then.
Q. The telephone -- I assume it was a telephone call that Elizabeth made to you --
A. Yes.
Q. -- requesting the 25,000 dollars?
A. Yes.
Q. And was it a heated telephone call?
A. It wasn't pleasant. I mean, the first phone call was -- matter of fact, the first phone call was to tell me that Pam left me something in her life insurance. And in that phone call she

said, you know, I'm wanting to find out if you would give me that for all the money that I spent helping Pam. In other words, pay Pam's expenses because apparently she had given a lot of money. And I know that when Pam went to the hospital the last time, she said, I've got you covered on these expenses with the life insurance, but it never happened.

Q. Pam said that to who?

A. No, Liz said that, that Pam said that.

Q. That's what Elizabeth Murray told you?

A. Yes.

Q. Have you spoken with anyone in preparation for your deposition today?

A. No. Nobody.

Q. Have you reviewed any documents --

A. Nothing.

Q. -- in preparation for your deposition?

A. Nothing.

Q. Have you reviewed any depositions?

A. No. In fact, I was expecting some attorneys from their side, but nobody.

Q. No, Oana is --

THE WITNESS: Oh, you are.

MR. SMITH: She's your attorney.

BY MS. CRAIG:

Q. -- is here for --

A. Well, I was saying Slotchivers or those guys but...

Q. How do you know the Slotchivers?

A. I met them way back when when -- do you really want to know this?

Q. Yes, sir.

A. Okay. There was a period of time prior to Mr. Murray's death that -- it was -- it was about a week before he died. Mr. Murray had called Pam and wanted to go out to the hospital. He wasn't feeling well. So we all went over there and said, okay, so what's going on? He said, I don't feel good. So I said, okay, so where do you want to go? And he said, Roper. Helen said, oh, no, he's going to MUSC if he goes anywhere.

So Elizabeth and I went to the police department because we're figuring out that there's some -- something going on here. So the police -- I think it was the police chief or somebody there came up there with two other officers and asked -- because they felt that there was some sort of elder abuse type something going on. So they came up. They asked him, where do you want to go? He said,

Roper. The police chief called the ambulance. The ambulance guys came up and asked him again, where do you want to go? He said, Roper. And Helen went off. So off he went to Roper. He was admitted. He was very dehydrated.

Then at some point Mr. Hilton comes in and -- waving his medical power-of-attorney and he yanked him out of there. Back home he went. A week later -- or no, the following day Pam and Liz were very concerned that something is going on bigger than what they know about. So they contacted the Slotchivers and got a -- I think it's called a governorship for their father and that happened the next day. Matter of fact, the judge was on vacation and the Slotchivers got her in to hear the case. And by five o'clock that evening, she said, okay. She assigned it to an attorney and he was in charge. He went that evening and saw Mr. Murray.

However, that evening also, I don't know which lawyer firm it was, sent a restraining order on Liz and Pam and Pam's three daughters, who weren't even living in Charleston at the time. So anyway, that's how I met the Slotchivers the first time.

Q. When is the second time you met the Slotchivers?

A. Second time was after Mr. Murray died and they were -- they had accepted the case from Pam and Liz to represent them.

Q. Did you go to that meeting with Pam and Liz and the Slotchivers?

A. If I -- if I did -- I'm trying to think if I went to that one. I knew I went to the first one when they accepted the case. I can't tell you if I went at the second one or not.

Q. So you --

A. Like I said, it's been eight years ago.

Q. So you went to the first meeting with the Slotchivers when they accepted the case and you were with Pam and Elizabeth Murray?

A. Yeah.

Q. Were you present for any other meetings with the Slotchivers?

A. No. No.

Q. That was the only one to the best of your recollection?

A. (Witness moved head up and down.)

Q. Were the Slotchivers representing you?

A. No.

Q. Tell me what was discussed during that first meeting.
A. It was discussed that there was a situation with creditor claims, for one. It was discussed surrounding Mr. Murray's death. And if there was anything else, you know, I don't recall it.
Q. How long was that meeting?
A. Maybe a couple of hours long.
Q. What do you recall was discussed about the creditor claims?
A. That Mr. Hilton denied the claims and they wanted the Slotchivers to represent them.
Q. Do you recall any other discussions about it?
A. No.
Q. What else do you recall in that two-hour meeting other than what you just said?
A. That's it.
Q. That's all you can remember?
A. I mean, there was so much lawyering going on that I was not even paying attention, really.
Q. Was it only Pam and Elizabeth Murray and you --

A. Yes.
Q. -- who were at the Slotchivers'?
A. Yes.
Q. Did you attend any other meetings with any other lawyers related to Mr. Murray's estate?
A. With the estate, no, but prior to Mr. Murray's death we went and saw an elder attorney about her father.
Q. What is the name of that lawyer?
A. And I don't know that guy's name. That was a very short one-hour deal and he -- he offered to take the case if things progressed further and then this ordeal with the hospital happened and then they went and saw the Slotchivers then.
Q. So the lawyer that you and Pam and Elizabeth Murray went to see --
A. No, it was just Pam and I.
Q. Okay. All right. So just you and Pam went to see a lawyer?
A. An elder attorney, yeah.
Q. Prior to Mr. Murray's death?
A. Yeah.
Q. Do you remember where that lawyer works? Downtown Charleston, across the bridge?
A. Oh, boy. I can't tell you. I mean,

eight years ago.
Q. I assume we're talking about a man versus a woman?
A. Yes, a man.
Q. Do you recall what he looked like?
A. No.
Q. And this elder attorney, was he representing you or was he representing Pam?
A. Pam.
Q. During that -- I think you said it was a one-hour meeting?
A. Somewhere in there, yes.
Q. During that one-hour meeting did Pam tell this lawyer that she wanted to change her father's Will?
A. No.
Q. Was there any discussion --
A. No.
Q. -- about Mr. Murray's estate planning at all?
A. No. There was only discussion about a possible elder abuse situation going on, that's it.
Q. What is the elder abuse that Pam was worried about?
A. Well, there were instances where

Mr. Murray seemed to be doped up a lot in my opinion. And there was -- there was an instance when -- and I can only tell you this -- and I don't know the date, I just know the instance, but her father has some heart palpitations going on and his blood pressure something. And I know that one night Pam took him to I think MUSC. And I think his regular doctors, I'm not sure if it's an assistant or an associate doctor, took him off some meds and within a couple days her father was very cognizant, very talkative, very jolly.
And I think this was on -- I think he came back home from there on a Thursday because apparently it was on a -- was on a following Saturday morning, I guess, and Mr. Hilton came back from out of town -- and his regular doctor was apparently over in Turkey or some country. And apparently there's quite a discussion going on, a lot of screaming. And this is secondhand. I did not see this or hear this but it was secondhand.
Q. And when you say it was secondhand, this was information that was relayed to you by Pam Murray?
A. Right.
Q. You didn't see any --

A. And that her father was pretty pissed off at Mr. Hilton. And apparently the next following Monday or Tuesday, I guess his regular doctor came back from town, Mr. Hilton took him back to the doctor and proceeded to put him back on his meds again.

Q. Now, all of that information you just relayed to me, you don't know -- have any firsthand knowledge?

A. I don't have direct knowledge of it but --

Q. This was information that was given to you by Pam Murray?

A. Yeah, in discussion.

Q. And what timeframe are we talking about?

A. I can't tell you what month, what date, all I can tell you is it was an incident that happened on a Thursday -- actually, it happened I think on a Wednesday. The hospital kept him for a day and one-half, he came home. And in two days he seemed to be happy, he seemed to be -- I mean, I saw him on that Friday and I was asked by Pam, dad seems content and happy? I said, he's talking more, you know. You know, I didn't have a whole

lot of one-on-one with their father to know a lot about the happiness, you know, and all. He would be happy and jolly and cut some jokes up but he seemed to be very -- very talkative.

Q. You can't remember what timeframe this was?

A. No. I can't give you a date or a month, nothing.

Q. Now, with regard to the Roper Hospital, did you ever review Mr. Murray's medical records from Roper Hospital?

A. No.

Q. Did you -- were you informed by Pam or Elizabeth Murray that the doctors found that Mr. Murray was well cared for?

A. No. All I knew is that when he went in there, he was very dehydrated. I was there that evening also and we, in fact -- we were in his room speaking to him and Mr. Hilton and Helen came over and we left the room, they went in and then at some point we went back in but all I can tell you is when we went back in, his eyes were about this big around and he was very weak.

Q. But you aren't aware of all of the medical tests that the medical personnel --

A. No, I can just --

Q. Hold on. We can't talk over --

A. From Roper? No.

Q. We can't talk over each other for the benefit of our Court Reporter. You aren't aware of all of the medical tests that were done by the doctors at Roper Hospital when Mr. Murray was there, is that fair?

A. No, except for the dehydration.

Q. And you had no conversations with those doctors --

A. No.

Q. -- is that right?

A. No.

Q. And so did Elizabeth or Pam Murray ever tell you that those doctors discharged Mr. Murray back to The Vendue because he was being well taken care of and well cared for there?

A. No.

Q. Did you ever have any conversations with his doctor, Dr. Bergman?

A. No. Don't know the guy.

Q. Don't know the guy.

A. No.

Q. At this time you are aware that

Mr. Murray had advanced Parkinson's?

A. My father did also, yes, I know.

Q. So this is -- unfortunately, this is a disease you're familiar with?

A. Right.

Q. Okay. Any other meetings with lawyers other than the one meeting that you said was with the Slotchivers about the creditors' claims and a couple of other matters and the meeting before Mr. Murray's death with a lawyer you can't remember?

A. Don't remember.

Q. So you're saying there could have been other meetings with lawyers, you just don't remember or that there were no other meetings?

A. I have no idea.

Q. You can't remember?

A. No.

(DFT. EXH. 1, Letter dated 6/21/07 to Elizabeth from Dad, with attachments, EEM003007 to EEM003014, was marked for identification.)

BY MS. CRAIG:

Q. Mr. Bump, I've handed you what's marked as Defendant's Exhibit 1 and this is a document that Elizabeth Murray has submitted regarding her

claim -- her personal claim, not the multimillion dollar claim for the Minnie Holmes estate, this is the over 500,000 dollar claim for her personally, okay? The date at the top is June 21, 2007, is that correct?

A. I have no idea on the date. It may be.

Q. But the date is actually written on the document we've handed you.

A. Yes.

Q. Does that say June 21, 2007?

A. Yes.

Q. Would you mind just taking a minute and look -- we're going to start first with the first three pages of this -- of this packet and just let me know --

A. Do you want me to read it?

Q. Well, just in looking at it, have you ever seen this before?

A. Yes.

Q. So you have seen the first three pages that we've marked as Defendant's Exhibit 1, correct?

A. Yes.

Q. Tell me, who wrote -- drafted the document?

A. I do know that prior to this -- or prior to the signing her father had subsequently drafted this himself and I think Pam or Liz took it and typed it up but, yes, I've seen this.

Q. Are you saying that Mr. Murray actually drafted this document by hand and then he had Elizabeth or Pam type it up?

A. I did not see him draft it by hand himself, all I saw was this document.

Q. Okay. So you've never seen a document that --

A. From him personally.

Q. -- that was created by Mr. Murray?

A. Right.

Q. So who drafted the first three pages of this document dated June 21, 2007?

A. I'm assuming, and I'm only assuming, that this was typed up by Liz. And, in fact, I know of one day when I was with Pam and with his nurse. And I think his nurse was somebody with a strange name, Svetlana, S-V-E-T something, was his nurse at the time. We took him out there at the park downstairs and apparently he wanted to sign it then but he could not grasp the pen at that time. This was --

Q. When was that?

A. Sometime in June. I can't give you --

Q. Okay. June 2007?

A. Yes. I can't give you a date and -- a time or a date but, yeah.

Q. Who was with you, Pam and Mr. Murray during the time you were in the park in June 2007?

A. His nurse. I think her name was Svetlana.

Q. Do you know her last name?

A. No.

Q. Do you know where she worked?

A. She worked for Mr. Murray --

Q. Do you know what the name of the company was?

A. -- as a nurse. Huh?

Q. Do you know the name of the company that she was working for?

A. I have no idea.

Q. During this time that you, the nurse, Pam and Mr. Murray were in the park in June 2007, was Mr. Murray walking?

A. No. He was in his wheelchair at the time.

Q. Which park were you all in?

A. The park right downstairs from his condo.

Q. The condo at The Vendue?

A. Yes.

Q. What was discussed during this time in the park in June of 2007? I just want to know everything you remember.

A. I know there was a point in time when Pam and I were with her father sitting there and he wanted to sign a document and at that time I didn't see that document that he wanted to sign but he couldn't hold a pen. He couldn't write that day. Conversation was between her and him. And it's been -- I can't tell you what it was about or verbatim in discussion. I mean, it's been eight years.

Q. And that's fine, sir.

A. Okay.

Q. And I expect that, quite frankly. I just want to find out if you remember anything specific and it sounds like you don't remember anything specific --

A. I don't.

Q. -- except for that Mr. Murray tried to sign something but was unable to do so?

A. Couldn't grab the pen.
Q. Okay. And do you know what it was that Mr. Murray was trying to sign?
A. At that time I did not.
Q. And who gave him documents to sign while you were in the park?
A. Pam did.
Q. Who drafted those documents?
A. Like I said, I -- I'm assuming that Pam did from Mr. Murray's documents.
Q. Okay. But you have no idea what those documents were?
A. I'm just assuming.
Q. Okay. During that time in the park, did Pam ask her father to make any changes to his Will?
A. No.
Q. Was there any --
A. Not that I know of. I mean, there was discussions between them. I wasn't sitting close enough to hear them and because I'm deaf in one ear, you know, I have to depend upon my left ear a lot so I did not know any of the stuff going on conversation-wise or what they were speaking about.
Q. Are you deaf in your right rear?

A. Right.
Q. So you don't remember any specific conversation between Pam and her father --
A. I do not.
Q. -- in the park?
A. I do not.
Q. And you have no idea what the document is that Pam was trying to get her dad to sign?
A. At that time I did not.
Q. Did Pam read a document to Mr. Murray or he she just wanted him to sign a document?
A. I can't recall.
Q. During this time in June 2007, is it fair to say that Mr. Murray had very advanced Parkinson's disease?
A. Um-hum.
Q. Is that yes?
A. Yes.
Q. And do you know that he was receiving treatment from a neurologist whose name was Dr. Bergman?
A. I know he was getting treatment but I don't recall the doctor's specific name, no.
Q. And you don't know any specifics about the treatment by Dr. Bergman?

A. No.
Q. Did you know that Dr. Bergman's actually given a deposition in this case?
A. I do not know.
Q. Did you know that Dr. Bergman has testified based on the care and treatment that he was giving Mr. Murray during this time that Mr. Murray was not competent as of May of 2007?
A. No.
Q. You did not know that?
A. No.
Q. All right, let's go through this letter, please.
A. On the first page or?
Q. Yeah, sure, let's start with the first page. Again, you -- you said that it's your assumption that Mr. Murray drafted a document that was then typed up by Elizabeth Murray?
A. Yes.
Q. Did anyone tell you that Mr. Murray had written this document out before Elizabeth typed it up?
A. Yeah.
Q. Who told you that?
A. Elizabeth.

Q. What did Elizabeth say?
A. All she said is she created this document based upon his desires and wants.
Q. And Elizabeth created this document based on a document that Mr. Murray had already written up?
A. I can't say if he wrote it or told her or anything. I can't say that because I wasn't there, I wasn't in the room, I wasn't aware.
Q. And when you look through, this is a very detailed letter that Elizabeth drafted. If you looked at the first three pages there's a lot there, over six points, and a lot of very detailed financial information contained in this document. During this time do you have -- did you know that Mr. Murray was not competent?
A. I did not know anything of that.
Q. So when you look at this document --
A. And I don't know whether this document was even -- how or when he did it, may have been six months prior, may have been then, I do not know. I wasn't there.
Q. When is the first time that you saw this document?
A. I saw this the first time when I

witnessed him signing it in July.
Q. Okay. Now, this is in July of 2000 --
A. '07.
Q. -- '07?
A. Um-hum.
Q. This is right before his -- he died in August of 2007.
A. I think this was like, what, three weeks before, two weeks before? This was -- I signed on July the 21st --
Q. And this --
A. -- on the third page.
Q. Okay. And that was approximately six weeks before Mr. Murray died, right?
A. Sure.
Q. All right, looking at the first page over on the right-hand side, there appear to be initials on the bottom of the document?
A. Um-hum.
Q. Are any of those initials yours?
A. Yes.
Q. Which one?
A. The middle one.
Q. The middle one. That's your signature or your initials?

A. LCB.
Q. Those are your initials?
A. Um-hum.
Q. Who asked you to put your initials on this page of the document?
A. I can't say that. I mean, I don't know.
Q. If you go to the second page, are your initials on that page of the document?
A. No.
Q. Why would your initials be on the first page of the document but not the second page of the document?
A. I have no idea.
Q. When you -- your custom and practice when you are initialling a document, do you typically initial all of the pages of a document or just one page?
A. I've initialed all kinds of things. I can't tell you that because -- I just can't.
Q. All right. Then looking now at the third page, do you have your initials or your signature anywhere?
A. Yes.
Q. Okay. Where?

A. It's in the middle. Well, no, it's at the line underneath William's signature and it's also written on the side, Larry C. Bump.
Q. And did you write Larry C. Bump to the side?
A. Yep.
Q. And did you write the date?
A. Yes.
Q. Did you also write 1561 Brianna Lane, Charleston, South Carolina, 29412?
A. I think I did.
Q. Does that appear to be your sig -- handwriting or somebody else's?
A. No, that appears to be mine.
Q. And are your initials on this document?
A. Yes.
Q. Where?
A. The right-hand side.
Q. Which ones?
A. In the middle.
Q. Do you know why you initialed the first page and the third page but not the second page?
A. Can't tell you.
Q. All right. Tell me -- the first time that you saw this document you said was on July 21,

2007, correct?
A. Correct.
Q. And prior to that time you never saw this document or was asked to draft any type document?
A. No.
Q. On July 21, 2007, how did it come to pass that you were asked to be a witness to this document?
A. Well, I know Mr. Murray at that time snuck out of his apartment with a black lady, and I don't know her exact name, some -- some strange name, but she was a nurse --
Q. I'm sorry, Mr. Murray snuck out of his apartment?
A. Yeah. They got him out of the apartment on that day. I think -- I think -- see, a lot of -- a lot of things that you aren't aware of is that Mr. Murray was -- was more cognizant than a lot of people think and he made the statement one day to me that said he wanted to be -- he wanted to do things other than what they want me to do.
Q. And who was he talking about? Did he say who they were?

A. They -- they, I assume Helen, Hilton, whoever.
Q. But that's an assumption, they could have been Elizabeth and Pam, correct?
A. No, because he was coming over to Pam and Elizabeth -- to Pam's house when this happened.
Q. But that's an assumption, correct? He said they are trying to get me things that I don't want to do, is that correct?
A. Well --
Q. He didn't say specifically who it was? That's my question.
A. No.
Q. Okay. So let's --
A. But we can preclude that he wanted out of his apartment to go over and visit Pam.
Q. And that's what I wanted --
A. Without Helen.
Q. Okay. That's what I wanted to pick up on.
A. Yes.
Q. So you said that Mr. Murray snuck out of his apartment?
A. His nurse -- I think Helen went out to have her nails done or something, yeah.

Q. Okay. So the nurse who was taking care of him at the time snuck him out of his apartment and took Mr. Murray where?
A. To Pam's condo.
Q. Who drove?
A. The black lady drove.
Q. What car did she drive him in?
A. It was a van.
Q. So Mr. Murray came to Brianna Lane on July 21, 2007?
A. (Witness moved head up and down.)
Q. Is that correct?
A. Yes.
Q. And how did he get from the car into Pam's house?
A. In the wheelchair.
Q. Who put him in the wheelchair?
A. The nurse.
Q. And the nurse came inside Brianna -- into the house on Brianna Lane?
A. Um-hum. No, in fact, he didn't come in immediately because we came out and the nurse, Pam and I went down the street. That's how he first met Jeff, the neighbor. But we didn't go immediately in the house when he got there.

Q. What time of day was this?
A. It was probably mid-afternoon.
Q. And what day of the week was it?
A. I'm thinking it was on a Saturday.
Q. So it was mid-afternoon in July and Mr. Murray is being pushed in his wheelchair --
A. Yes.
Q. -- up and down the street?
A. Right. Just around the corner. Not -- not around the corner but just like two condos down.
Q. Okay.
A. Three condos down.
Q. And who is pushing Mr. Murray in his wheelchair in July of 2007?
A. The black nurse.
Q. The nurse. And where did she take him?
A. We just went out -- he wanted to see his place, you know, out there and we passed --
Q. I'm sorry, what place?
A. Well, the place he built, Meridian Place.
Q. Okay. Please continue. So you went to see the place?
A. Well, he was outside looking around at

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. Did Mr. Murray go to your backyard -- to Pam's backyard?
A. No. You could actually see it outside the door out there.
Q. How long did you and Mr. Murray and Pam and the nurse talk?
A. Well, the nurse, I think, wasn't in the room at the time.
Q. Where did she go?
A. I think she went into my office -- well, our office, Pam and my's office, and was on the computer or the phone, something in there.
Q. Where were you, Mr. Murray and Pam physically in the house at that time?
A. Sitting -- I think I was on the sofa and he was on my right side, I think, and Pam was standing between us. She was back and forth cooking also.
Q. Was Mr. Murray in his wheelchair --
A. Yes.
Q. -- or was he sitting on a sofa?
A. Wheelchair.
Q. How long did you and Mr. Murray and Pam visit in that room?
A. I can't tell you. I can't tell you.

No recollection.
Q. Okay. Do you recall what was discussed other than the yard and the weather?
A. No. No.
Q. You don't recall any specifics --
A. No.
Q. -- at that time? All right. Then what transpired?
A. I guess right before dinner Pam brought this letter out, document out to her father, and I think Jeff -- Jeff was there at that time also.
Q. When did Jeff arrive?
A. Oh, just before dinner.
Q. Do you know why Jeff came over?
A. He came over to visit and he came over to witness this document.
Q. Who asked Jeff to come witness a document?
A. Pam did, I believe.
Q. Now, you're aware that Jeff Young has substantial health problems of his own, correct?
A. Yes.
Q. You know that he is on a morphine pump constantly?
A. Oh, yeah.

Q. And that he takes Vicodin regularly?
A. Yeah, but that was due to an injury that he suffered down at the nuclear naval base down there.
Q. Yes, sir, but he's on a lot of pain medication --
A. Sure.
Q. -- because of the pain that he had due to his accident?
A. Sure.
Q. And he's also deaf, did you know that?
A. He's what?
Q. He also has hearing problems?
A. Yes.
Q. So at this point it's you, Jeff Young and Pam and Mr. Murray, is that correct?
A. Yes.
Q. And the nurse, did she ever come back into the room?
A. I can't tell you that.
Q. And then you said that Pam brought out a document?
A. Right.
Q. Okay. Did you read the document that Pam brought out?

A. Yes, I read it. Jeff read it also. And I think Pam started to read it to her father. I think maybe she got through a page and he became agitated and said -- he said, I know what it says because I did it. That's all he said. And then Pam at that point gave it to him to sign.
Q. So you -- how many copies of the document were there?
A. I have no idea.
Q. Was it just one document or did Pam give everybody copies?
A. No, just one document. I never had a copy of it.
Q. All right. Who read the document first?
A. Oh, I can't tell you. I don't know if Jeff read it first and then I read it or vice versa. You know, it's been eight years ago.
Q. Are you sure that Jeff read it?
A. Yes.
Q. And if he testified that he didn't read it, would that change your opinion?
A. No.
Q. So who read it first?
A. I -- like I said, I don't know who read

it first.
Q. Do you know who --
A. I don't know if I did, he did. I don't know.
Q. So you don't know who read it second?
A. No.
Q. Did Mr. Murray read it?
A. No. Pam read him -- like I said, she read him the first, maybe part of the second one and he said, I know what it said, you know, I did it.
Q. So Pam did not read the entire three-page document to her father?
A. Not that I know, no.
Q. Now, take as long as you need to review the document but what I'd like to know is that whether or not you can testify under oath that this is the exact same document that Pam asked her father to sign on July 21, 2007. It's very detailed.
A. Do you want me to read it?
Q. Yes. So if you want to take a minute and read it and then we'll -- we'll just take a short break while you're doing that.
A. Okay.

(A recess transpired.)
BY MS. CRAIG:
Q. During the break, Mr. Bump, did you have a chance to review the three pages which is marked as Defendant's Exhibit 1?
A. Yes.
Q. Okay. And that's again the June 21, 2007 letter that Elizabeth Murray drafted, correct?
A. Correct.
Q. And based upon your review, can you say with certainty that this is the exact same letter that you read on July 21, 2007 in Pam Murray's house on Brianna Lane?
A. Yes.
Q. This is a very detailed document with a lot of --
A. Yes.
Q. -- quite complicated financial jargon and you remember every word in this document --
A. No.
Q. -- and you're saying that this is the exact same document?
A. I mean, there were a lot of things in it but the backgrounds on all of these things, I don't have the full knowledge of all of these. I

just know that what she put in here is what she put in here and what her father signed for. That's all I can tell you.
Q. So this was eight years ago, right?
A. No, no, it was -- it was 2007 -- well, yeah, eight years ago.
Q. Okay. So eight years ago you read this document, correct?
A. Um-hum. Yes.
Q. And have you read it ever -- did you only read it that one time?
A. Yes.
Q. And have you -- and so you've never read it again after this --
A. No.
Q. -- this July 21, 2007?
A. No. Except now.
Q. And are you really telling us that you are saying that you remember that this is it word for word what you read in 2007? Because that seems a little incredible.
MS. JOHNSON: Object to the form.
THE WITNESS: All I can tell you is I knew there was a lot of things in it but I can't tell you word for word but I did have -- I did sign

it.
BY MS. CRAIG:
Q. Okay. That's fair.
A. Okay.
Q. So you can't --
A. I mean, I can't recall word for word, I mean...
Q. And that's why I'm asking the question --
A. Yeah.
Q. -- is you can't recall word for word the document that you signed eight years ago back in 2007?
A. No.
Q. Okay. But you do recall that Pam asked you to witness a document?
A. Yes.
Q. Now, who kept possession of the document that you witnessed?
A. After this?
Q. Yes, sir.
A. I have no idea.
Q. You don't know what happened to the papers after you witnessed it?
A. No. Have no idea.

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?

A. I'm assuming -- I'm assuming he signed them both.
Q. And that's -- and that's what my question is.
A. Yeah, I'm assuming --
Q. Can you say one way or the other whether or not you saw Mr. Murray sign both places on this document?
A. I know he signed the second one. I know that.
Q. Do you know whether or not he signed the place where the squiggly line says love, dad?
A. I can't even tell you that.
Q. Okay. You can't recall, correct?
A. No, um-um.
Q. Now, when you signed as a witness, do you recall whether or not Elizabeth Murray's signature was on this document? Do you see where her signature is on the document?
A. Yes.
Q. Okay. Was that --
A. That was signed, yes.
Q. You do remember that?
A. Yes.
Q. How is it that you remember that

Elizabeth Murray's signature was on the document?
A. Well, I assume -- I don't sign documents that have empty lines on them. Like when you buy a car, you know, you -- you don't sign things that haven't been fully put in there because you don't know what they're going to add to that but her signature was there and his was there when I signed it.
Q. So was Elizabeth Murray present?
A. No.
Q. That signature -- do you know when it got on this document?
A. I do not know.
Q. You never saw this document before the time that you were asked to witness it, correct?
A. Excuse me again?
Q. You never saw this document before the time that you were asked to witness Mr. Murray --
A. Correct.
Q. -- signing the document?
A. Liz I believe was in New York City at the time.
Q. All right. So now we go down to the next line and it says witnessed by. You've indicated that that is your signature, correct?

A. Yes, that is correct.
Q. All right. And then the next line, is that Jeffrey Young?
A. Yes.
Q. And did you see him sign the document?
A. Yes.
Q. All right. After the document was signed, you've testified that you have no idea what happened to the document, correct?
A. Correct.
Q. You weren't given a copy of it?
A. No.
Q. Was Mr. Murray given a copy of it?
A. I don't know.
Q. Was the nurse who was with Mr. Murray given a copy of it?
A. No.
Q. Did Mr. Murray instruct you to do anything with the document?
A. Not that I know of. Not me personally.
Q. Did he instruct anyone to do anything with the document?
A. I can't tell you that either.
Q. All right. So now let's go to -- let me ask you one other thing. Did Mr. -- did Pam

make any changes to this document during the time that you all were having this discussion in her house? Did she go to her computer, make changes and bring out another document?
A. I do not know.
Q. Okay.
A. I can't tell you that.
Q. All right. So if we now look to what is marked -- at the bottom there's a number, it says EEM003011. It says Larry Bump at the top, is that correct?
A. 3011? Got you.
Q. Yes. All right. Now, this appears to be a statement that you have signed. Can you tell me who drafted this statement?
A. I can't tell you that either.
Q. Did you draft it?
A. I mean, I -- I drafted it and I think Pam printed it but -- can I just read it?
Q. Of course you can. Take your time.
A. Okay. Yes. I do remember this now.
Q. Okay. So my question is, who drafted this document?
A. I did.
Q. Where did you draft it?

A. At the house.
Q. At Pam's house on Brianna Lane?
A. Yes. Yes.
Q. On whose computer?
A. On Pam's computer.
Q. Did anybody make any changes to the document that you drafted?
A. I remember bits and pieces. I can't say if anybody changed anything.
Q. So you remember drafting --
A. My signature is there at the notary, you know, but I have -- I mean, I read it -- I may have read it again at the notary but that's the last I saw this. I mean, I didn't see any of this second or third time.
Q. You said you drafted a statement on Pam's computer at Brianna Lane, correct?
A. Um-hum.
Q. Is that a yes?
A. Um-hum. Yes.
Q. Do you remember when you did that?
A. Again, no.
Q. Was it the same --
A. I can't give you -- I can't give you a day, a date. I can't.

Q. Because this document is not dated. That's what I'm trying to find out, is when it was drafted. And what I'm hearing from you if I'm correct is that you don't recall when this document was drafted, is that right?
A. Right.
Q. Okay. Where is that computer you were working on? Do you still have it?
A. Oh, that computer. Pam gave that to me when she left and that computer died sometime in 2012 and I trashed it and got another one.
Q. And when you say you trashed it, what did you do with it?
A. Put it in a dumpster.
Q. So you no longer have the computer where this --
A. No.
Q. -- was drafted?
A. No.
Q. Now, after you drafted a statement on the computer, did you discuss it with Pam or Elizabeth and make changes to it?
A. Can't tell you that either. Eight years ago.
Q. And do you know whether -- do you have

any personal knowledge that Elizabeth or Pam made any changes to this document before you signed it?
A. Can't tell you that either.
Q. Okay.
A. I don't know how they could have but I don't think so.
Q. But you don't remember when you drafted it, correct?
A. I do not.
Q. And do you know if you printed it out or did Pam print it out?
A. I printed it out.
Q. And do you know if you printed it out the same day it was drafted or was there a period of time in between those two functions?
A. I would just be assuming and I can't say for sure.
Q. Was this a -- was this a computer that Pam also had access to in your house?
A. Yes.
Q. So in looking at Page 3011, which is in Defendant's Exhibit 1, is it fair to say you can't say with certainty whether or not this is the actual statement that you drafted or whether there were changes made to the one that you drafted?

A. I mean, reading this it comes back to me but not verbatim. I mean, I can't tell you that.
Q. All right. So that's your signature at the bottom, correct?
A. Yes.
Q. And who is the notary?
A. I have no idea. I mean, I don't remember -- oh, wait a minute. Wait a minute. I'm trying to think. I think the notary is -- I think Pam had an account at a bank called Community Bank. I don't know the first name of it but it was Community Bank and it was on Folly Road. That's all I can tell you.
Q. Did you take this document --
A. Both of us did.
Q. So you and Pam went to Community Bank and asked that they notarize this statement --
A. Yes.
Q. -- is that correct?
A. Um-hum.
Q. When did that happen?
A. Again, you're asking me a date. I can't tell you that.
Q. And sir, just so you understand, the

reason I'm asking for a date is there is no date on the document.
A. Correct. I understand.
Q. That's what we're trying to find out. And I understand that we're talking eight years ago and that's a long time.
After you had the -- this document notarized, what -- where did the document go?
A. I have no idea. Same thing, I don't know if she filed it away, what she did with it, where it went. I have no knowledge.
Q. You gave it to Pam?
A. Yeah.
Q. Okay. Did you give a copy of this statement to anybody else other than Pam?
A. Nope.
Q. So it was Pam --
A. I mean, I handed it to her, she put it in a file or did something. I have no idea.
Q. Whatever Pam did with the original statement that you signed, you don't know?
A. I do not know.
Q. Do you remember anything else about this statement that we're discussing?
A. Nope.

Q. All right, if you look at the document right before your statement, and for the record it's EEM003010, it's a statement of Jeffrey Young. Do you see that?
A. Yeah.
Q. Have you ever seen this document before?
A. No. Not personally.
Q. Do you know who drafted this document?
A. I have no idea.
Q. Okay.
A. It may have been Jeff. He had a computer. But to be certain, I can't tell you that.
Q. It looks like Mr. Young actually had his statement notarized almost a year after this incident on July 21, 2007. Do you see that?
A. Um-hum.
Q. Is that a yes?
A. Yes. Sorry.
Q. Did you and Pam discuss having Mr. Young sign a statement almost a year after this event took place?
A. I don't recall this at all. I mean, I don't know the background on this.

Q. Okay. So you weren't involved in drafting this document?
A. No.
Q. And you've never seen this document until today?
A. Never seen it before.
Q. Do you recall any other documents that were shown to Mr. Murray on July 21, 2007 when he came to Pam's house?
A. Other than this, no. Not that I recall.
Q. All you recall is a three-page document being shown to Mr. Murray?
A. Yes.
Q. Was he shown any receipts or invoices or anything to prove the amount that was in this three-page document?
A. Not that I recall.
Q. If you continue on in the -- on Defendant's Exhibit 1, there are two pages at the end and it's EEM003013 and 3014.
A. Okay, hold on.
Q. Sure.
A. Okay, yes, I've got them.
Q. Have you seen these documents before?

A. No.
Q. Do you recall whether or not Mr. Murray was shown these documents on July 21, 2007?
A. I can't tell you that either.
Q. While Mr. Murray was at Pam's house on Brianna Lane on July 21, 2007, did he discuss any aspect of his estate planning?
A. The estate plan?
Q. His estate planning, like his Will or anything else.
A. The only thing he stated was that he wanted all of his daughters to have homes near him. That's all I knew. I -- I knew Brianna had one, I knew Pam had hers and I'm assuming that the condo beside us was Liz's.
Q. Did --
A. But that's all I heard about anything about his estate, his Will. Nothing. I mean, I was privileged to some things but not -- not his stuff.
Q. What were you privileged to?
A. Just the things that Pam and I knew about but that's it.
Q. Did Pam ever indicate to you that she wanted her father to change any aspect of his Will?

A. No.
Q. Did Pam ask her father in your presence to ever change any part of his Will?
A. No. And again, so long ago.
Q. Now, when did the nurse come out of the office and rejoin you and Mr. Murray and Pam?
A. I think possibly she came out at dinnertime because she did eat with us there, I believe.
Q. Was Mr. Murray able to eat?
A. Um-hum. I think so, yeah.
Q. Was he able to feed himself?
A. That I don't recall.
Q. Did you ever accompany Pam and Mr. Murray going to a lawyer's office?
A. No.
Q. The only time that you went to a lawyer's office with Pam was with the Slotchivers and then the lawyer before Mr. Murray died?
A. Yes.
Q. Was that man's name Dennis Christensen?
A. Gosh, I can't tell you that, rings a bell or not.
Q. Are you familiar with the Freeman trust?

A. Yes, I've heard bits and pieces of it. I don't know the background, a lot of stuff about that but, yeah.
Q. Were you aware that Elizabeth Murray met with the lawyers in that litigation to make a statement against her father?
A. Are you talking about the -- I know there was a situation with some sort of problem between him and Hilton and some misappropriated funds or something like that.
Q. And are you aware that Elizabeth was the one that went to US Trust and gave them that information?
A. Well, I -- you know, I thought both Pam and her did.
Q. Okay.
A. I thought. But yeah, I heard that they -- they were protecting themselves because they were also on that trust. That's what I understood. So yes, that's why they went and they did that.
Q. So you have personal knowledge of Pam and Elizabeth Murray going to --
A. I don't know the intricacies, all I know is that yes, they did.

Q. Okay. That's just what I need to --
A. Right.
Q. -- ask you the question about. So you're aware that Pam and Elizabeth Murray went to make a statement against their father, Mr. Murray, with the lawyers that were suing him?
A. Now, I don't know if it was against their father. I know that they went to attorneys but I didn't know if -- what the outcome was or what -- they were trying to pinpoint where the discrepancies and the misappropriations were. That's what I knew. That possibly was what that started.
Q. And was it your understanding that Pam and Elizabeth thought that the misappropriations, that that was being done by Mr. Murray?
A. I think most of those misappropriations that they found were more against Mr. Hilton.
Q. But do you know whether or not there was an actual lawsuit that was filed against Mr. Murray? Do you know that?
A. All I know is that they went to attorneys I believe with the bank but that's all I know about that. I don't know -- I don't know what they were suing them for, I don't know what they

were after. I mean, I was -- oh, I can't even tell you what year that was.
Q. That was my next question. Do you remember if it was -- it wasn't in 2007, is that fair?
A. Correct.
Q. Okay. So do you remember if it was the year before he died in 2006?
A. It may have been. Well, we moved up there in 2005 so I can say possibly.
Q. During that litigation against Mr. Murray, did he ever make any comments to you that he was upset that his daughters were assisting the lawyers who were suing him?
A. No. Mr. Murray and I discussed normal things like the weather, how I was doing at Lowe's. He never -- he never once talked to me about his daughters or anything going on in his personal or his business life.
Q. Mr. Murray never talked to you about his finances?
A. No.
Q. Mr. Murray never talked to you about his estate planning?
A. No.

Q. Did Pam tell you during that time when the -- there was active litigation against Mr. Murray in 2006, did she ever tell you that she claimed that her father lacked capacity, to remove him as trustee?
A. Not that I recall, no.
Q. As you sit here today, are you -- did Pam ever tell you that her father lacked capacity at any time before he died?
A. No. I think she was more concerned with him being drugged to a point where that may have -- may have been possible but she never told me that her father lacked capacity for himself, no.
Q. Did you ever see any documents where Pam had signed that her father had lacked capacity in 2006?
A. No.
Q. You're not aware of those documents?
A. No.
Q. And Pam hasn't shown you those documents?
A. No.
Q. And you had no discussions with Pam about any such documents or about the litigation?
A. No.

Q. Okay. Do you know anything about Mr. Murray being taped, recorded?
A. Yes.
Q. Tell me about that.
A. It was the day that he was in the hospital when he went to Roper and he was discussing with Liz and I think Liz tape recorded it, maybe Pam did. I don't know which one did. I was in the room when they were talking but I don't recall the exact conversation that took place but I did know afterwards that they did record him though, they were doing that.
Q. And so who was -- who was -- whose idea was it to record Mr. Murray?
A. That I can't tell you. I don't know.
Q. And who all was involved in the recording, how about that?
A. Okay, there's Liz, Pam and I.
Q. Okay.
A. Well, I mean, I spoke to him and asked him something about his feet or something but other than that, that's all I said.
Q. So you weren't -- you didn't request that he be --
A. No.

Q. -- that Mr. Murray be recorded?
A. To be recorded?
Q. Yes, sir.
A. No.
Q. So is it fair that it had to be Elizabeth or Pam or both?
A. Yes.
Q. And what was your understanding of the purpose of recording Mr. Murray at this time?
A. I have no idea.
Q. And what type of recording device was used, do you remember?
A. I think she had a -- like a Radio Shack recorder, like a voice recorder like you would do a transcript or something.
Q. Anybody else come in the room during the recording that was going on other than you, Pam and Elizabeth Murray?
A. Not that I can recall, no.
Q. In the recording it sounds like as though there's a man's voice that says, would you help them with the court to protect you. Do you know whether or not you asked Mr. Murray that in the recording?
A. I may have, yes, if I heard the

question from either Liz or Pam. I think I spoke up and said that.
Q. And then also in that same recording Elizabeth Murray told her father that she was going to see a lawyer in the morning. Do you know which lawyer she was going to see?
A. The Slotchivers.
Q. What was your understanding of why she was going to see the Slotchivers?
MS. JOHNSON: Object to the form. You can answer.
THE WITNESS: Because -- how do I say this? Because I'm not privileged -- or not privileged, but I wasn't aware how she came to that conclusion but that she was in the hospital because he wanted to go to Roper, he did not want to go to MUSC. So I think there was a situation where her father was very cognizant as to what was going on with him. He spoke very clearly to the police officers, spoke very clearly to the ambulance guy when they asked him where he wanted to go and I think they felt that at that moment there was a problem with what was going on at MUSC. That's my opinion.
BY MS. CRAIG:

Q. So the meeting with the lawyers that Elizabeth Murray referenced on the recording, that's with the Slotchivers. And did you go to that meeting with her?
A. Yes. That was -- that was the next morning, early morning I was there, and then it was fairly -- maybe an hour and then I think Stephen Slotchiver I think called the courthouse and went straight over there, but that's -- well, actually, we sat at the courthouse all day long.
Q. Was there any discussion with the lawyers about changing Mr. Murray's Will?
A. You're asking me something that was too long ago. I mean, verbatim stuff, no. I have no idea.
Q. Also in the recording there's a mention of your son calling to check on Mr. Murray. Do you have a son?
A. Calling to check on Mr. Murray?
Q. Yes, sir.
A. I have a son, he's 39 now, but I don't know how that conversation --
Q. You don't recall?
A. -- came up.
Q. You don't recall that?

A. No. But he did meet my son, I can't tell you what year, but my son got married and -- maybe it was one early summer he came up to visit me and we went to visit him at The Vendue. But, you know, if I said that, I would have said it in such a way that to say, you know, my son will call and check in on you. And again, it's been a long time ago.

Q. Did either Pam or Elizabeth Murray ask Mr. Murray to sign any documents?

A. I have no idea.

Q. Do you remember if there were any papers involved at all?

A. No.

Q. You don't remember or there were no papers?

A. Papers? No. I mean, we went straight to the hospital.

Q. So you do not recall --

A. I don't recall any papers.

Q. And then there were questions on the recording about Helen. Do you recall that?

A. No.

Q. And ultimately Mr. Murray said on the recording that he felt safe with Helen. Do you

recall that?

A. No.

Q. Were you aware that Elizabeth Murray or Pam were recording Mr. Murray at this time?

A. I believe I did.

Q. Did you go to Mr. Murray's funeral?

A. Yes.

Q. Did you have any conversations with a woman named Dana Flavin about Mr. Murray?

A. Dana Flavin. I believe she was either a doctor or a nurse. I mean, the name rings a bell, but possibly.

Q. Were you aware that somebody claimed that Mr. Murray had been poisoned and that's why he died?

A. Yes.

Q. What do you know about that?

A. The day that he passed away, apparently -- and I'm only telling you this because this is what I heard.

Q. From who?

A. From -- between Pam and Liz or somebody in the room after he died. And apparently the subject came up that Brianna made him some soup like two days before he died. The man was in

hospice but he was starving. That man ate food like you would not believe he ate food. So anyway, so on the morning that he passed away, which was I think on a Saturday, all the family was there and apparently there was some discussions between either the police chief or the coroner, somebody, maybe the detective, I'm not sure how that came about, but we were all in the family room there and I think a detective or somebody spoke up and said, well, there's an issue with poisoning possibly.

Q. Who said that?

A. And I don't know if that was poisoning of food or if it was a missing comfort kit.

Q. Who said that there was an issue with poisoning?

A. There was a detective or someone. There were so many people in that room and so many things being said. But what was -- what was odd to me was when this was discussed in that room, Brianna and her boyfriend bolted, left.

Q. What room were you all in?

A. We were in the big family room.

Q. At The Vendue?

A. Vendue, yeah.

Q. Okay. All right. So ultimately you

know that an autopsy was done, right?

A. Yes.

Q. And that Mr. Murray was not poisoned. Were you aware of that?

A. Correct.

Q. Okay. And he died because of the disease he had?

A. Have you read the autopsy?

Q. Yes, sir.

A. Okay.

Q. Have you read it?

A. I've read it also.

Q. Okay. And what was your interpretation?

A. My interpretation was Mr. Murray went in the hospital the week before because there was something going on with Mr. Murray. He didn't know what it was. He just felt sick. If they would have kept him long enough, they would have found that there was a torn -- I don't know, a rectum wall or something torn that was leaking blood into his lower cavity. That's what the autopsy showed also.

Q. Are you --

A. So --

Q. Are you critical --
A. I'm not a doctor but, you know.
Q. Are you critical of the nurses and doctors that were treating --
A. Excuse me?
Q. Are you critical of the nurses and the doctors who were treating Mr. Murray?
A. No, but I do know that when Mr. Hilton brought in the hospice at that time, Mr. Murray was probably four or five days of not being shaved, looked ragged. And Mr. Murray never looks ragged whenever I've seen him, he looks shaven and clean and everything, but he was made to look like hospice was -- would accept him as a patient.
Q. But at the end of the day, of course Mr. Murray was not poisoned, you're aware of that, right?
A. Oh, yeah. He had Parkinson's.
Q. And do you know that -- do you know who it was that accused Mr. Murray -- that made the accusation that Mr. Murray had been poisoned?
A. No.
Q. You don't know if it was Elizabeth or if it was Pam or somebody else?
A. No. I do not know.

Q. And do you have any medical training at all?
A. No.
Q. And how did you get a copy of the autopsy report of Mr. Murray?
A. Oh, gosh, possibly Pam got it, I read it.
Q. Have you reviewed any other medical records of Mr. Murray --
A. No.
Q. -- other than his autopsy report?
A. No. Well, the autopsy report I think took like 14 months to get it or something.
Q. Do you know why?
A. I have no idea. All I heard was that the coroner in Georgia was supposedly backlogged.
Q. Do you recall any other information related to this document which we've marked as Defendant's Exhibit 1 that you -- which bears your signature on the third page other than what we've talked about?
A. No.
Q. And do you recall any information related to the Minnie Holmes Murray estate other than what we've talked about?

A. Only that her father borrowed the money or took the money or whatever and he promised to pay it back. Actually, after the three daughters sued him did he come to the conclusion that he was going to pay them back. Mr. Hilton drafted the documents.
Q. And --
A. That's all I know.
Q. Who told you that?
A. Pam.
Q. So all this information came through Pam Murray?
A. Yeah.
Q. You had no conversations with Mr. Murray about the Minnie Holmes Murray estate?
A. No. We never discussed finances or his business or anything.
Q. And the conversations that you had with Pam Murray about this, can you say when those occurred?
A. No.
Q. Okay.
A. I cannot.
Q. As far as the life insurance proceeds, have you received the 25,000 dollar check?

A. Yes.
Q. And you indicated that you do not plan to give that money to Elizabeth Murray?
A. No.
Q. And she's aware of that, correct?
A. I assume she is.
Q. You told her, right?
A. Yeah.
Q. Did Elizabeth Murray indicate that she was trying to collect some funds from Pam Murray's daughters?
A. No. In fact, my conversation was when she asked me to pay -- to give her that money back for Pam's expenses, I mentioned to her and said, well, she has three daughters who would be more inclined to take care of their mother than you. And I told her, I said, you know, you should speak to them, you know, maybe they'll -- they'll give you some funds back because they're Pam's daughters and -- but I'm not aware that she's suing them or doing anything, no.
Q. And are you interested to find out whether or not you're a beneficiary under Pam Murray's Will?
A. The only thing I know of is the

furniture. That's all I know. I have not seen the Will -- and I probably should see it because I'm the beneficiary.

Q. And you have requested the Will, is that correct?

A. Not yet, no.

Q. Okay.

A. I'm just assuming that I'm going to get a copy of it but, like I say, it's been two months now, not a word from Ashley.

Q. So is Ashley the executor of her mother's estate?

A. Yes.

Q. So your inquiries to Ashley, have they been in writing or by telephone?

A. By phone.

Q. And you --

A. And they've been unreturned.

Q. How many times have you tried to call her?

A. Twice.

Q. When was the last time you tried to call her?

A. Oh, probably -- I called her the first time -- we haven't actually spoke on the phone, it

was more texts. And the first time I asked her for the name of the insurance. She was out of town, she said, I don't know it but I think it's Ohio something. And that's how I came about finding the insurance company because I wasn't even given the name or address or for the insurance documents or anything as a beneficiary.

Q. You just received 25,000 dollars --

A. No.

Q. -- as a check?

A. I did some footwork.

Q. What did you do?

A. First of all, Liz was very hesitant to tell me what happened. Second of all, I -- I knew she took her to Kaiser Permanente. I then --

Q. Remind me what that is.

A. That's a hospital.

Q. Okay. Elizabeth took Pam to Kaiser?

A. That evening right before she died or she died that evening, I'm not sure which. And so I was inquiring as to who the funeral home was and she danced around it. So this was about maybe three weeks after I was told that I was the beneficiary so I thought, well... So I called the insurance company. They knew before Ashley called

them that Pam had died due to the Social Security Index, of course.

So I set about -- the insurance company sent me a letter saying I was a beneficiary on the policy. I sent that copy into the Maryland records and for two weeks nobody could find a death certificate on her. So I asked Liz again, I said, who is the funeral place? And she said, well, Ashley picked out three of them and I gave her the money to take care of it but she wouldn't say who.

So I called her again on a Sunday, this was like a week or two later after that, and I finally got her to say, oh, but they took her by ambulance to the Virginia Medical Center. So I called the Virginia records department and I got it. So they sent the death certificate, which I have never seen, to the insurance and the insurance issued the check.

Q. And when did you receive the 25,000 dollar check?

A. About a month and a half ago.

Q. Have you spent the money or do you still have the money?

A. Some of it.

Q. So if Elizabeth sued you for the 25,000

dollars, would she be able to get the money back?

A. I don't know how she would sue me because of the insurance said we never received the change. So I think -- I haven't heard so I'm assuming she knows I got it.

Q. I assume it was a 100,000 dollar policy because you said 25,000 dollars each person and there were four beneficiaries?

A. It was 250,000.

Q. Okay. Then I misunderstood you. Her three daughters, did they take equally?

A. Equally.

Q. And then you --

A. I got 10 percent, they got the remaining split up between them equally.

Q. Okay. And do you expect to speak with Elizabeth Murray again?

A. If she calls me, probably, but no. I won't call her.

Q. Well, again, thank you for being here today --

A. Sure.

Q. -- giving your deposition. Have you understood all of the questions that I've asked you?

A. Yes.
Q. And do you want to make any changes to your testimony?
A. No.
Q. Okay.
MS. CRAIG: Thank you very much, sir. Those are all the questions I have.
THE WITNESS: Thank you.
MS. JOHNSON: I have no questions.
(WHEREUPON, the proceedings concluded at 11:21 AM.)
(The witness, after having been advised of his right to read and sign this transcript, does not waive that right.)

SIGNATURE OF DEPONENT
DEPONENT: LARRY C. BUMP
DEPOSITION DATE: June 22, 2015
REPORTER: TERRI L. BRUSSEAU
AWR JOB #: 150622TLB
CASE CAPTION: IN THE MATTER OF: WILLIAM E. MURRAY
(Please return both Signature of Deponent pages)
I, the undersigned, LARRY C. BUMP, do hereby certify that I have read the foregoing deposition and find it to be a true and accurate transcription of my testimony, with the following corrections, if any:

PAGE	LINE	CHANGE	REASON

SIGNATURE OF DEPONENT (CONTINUED)
DEPOSITION DATE: June 22, 2015
REPORTER: TERRI L. BRUSSEAU
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CASE CAPTION: IN THE MATTER OF: WILLIAM E. MURRAY

PAGE	LINE	CHANGE	REASON

LARRY C. BUMP Date

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

Terri L. Brusseau, RPR, CRR
My Commission expires
March 24, 2016.

CERTIFICATE OF REPORTER

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

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

Witness my hand, I have hereunto affixed my official seal this 23rd day of June, 2015 at Charleston, Charleston County, South Carolina.

Terri L. Brusseau, RPR, CRR
My Commission expires
March 24, 2016.

INDEX

	Page	Line
LARRY C. BUMP	3	1
EXAMINATION BY MS. CRAIG	3	3
SIGNATURE OF DEPONENT	106	1
CERTIFICATE OF REPORTER	108	1

EXHIBITS

	Page	Line
DFT. EXH. 1, Letter dated 6/21/07 to Elizabeth from Dad, with attachments, EEM003007 to EEM003014	44	19

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

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(INDEX AT REAR OF TRANSCRIPT)

STIPULATION

It is stipulated among Counsel that this deposition is being taken in accordance with the South Carolina Rules of Civil Procedure, Rule 30; that all objections as to Notice of this deposition are hereby waived; that all objections except as to form are reserved until the time of trial; and that the deponent does not waive reading and signing of this deposition.

****

(PLF. EXH. 1, Letter dated February 9th, 2006, marked for identification.)

THE VIDEOGRAPHER: We are now on the record. Today's date is Friday, January 28th, 2011. The time is approximately 10:14 a.m. This is the videotaped deposition of Gil Mestler. The location is the Hood Law Firm, Charleston, South Carolina. My name is Michael Andersen, legal videographer, representing A. William Roberts, Jr. & Associates.

This deposition is taken in the matter of William E. Murray, Case Number 2007-ES-10-1116. Counsel, please introduce yourselves for the record.

MR. KEFALOS: I'm George Kefalos. I represent the Estate of Minnie Murray.

MR. BAKER: Barry Baker, also representing

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

commissioned as a second lieutenant of infantry; went to Fort Benning for various schools, including ranger school; then deployed to Korea for a year as a rifle platoon leader. From there, I went to the Special Forces School of Fort Bragg, North Carolina; and then served for three years in 10th Special Forces Group in various duty positions; from there to the Infantry School at Fort Benning for about half a year.
Q. Let me ask you, first, let me interrupt. What's the 10th Special Forces Group?
A. 10th Special Forces Group is still in the active force structure. It's the Special Forces Group that's allocated to European command. In those days, we were pretty well totally focused on the Soviet Union west of the Ural Mountains and the areas that we referred to in those days as being behind the Iron Curtain. Today the 10th Special Forces Group is moved almost in whole to Fort Carson, Colorado. And now those fellows deploy generally to Iraq and other places in Europe to train European forces that we are allied with.
Q. Go on.
A. From Fort Benning, Georgia, I went to Europe for three years, and was an infantry officer in the Mechanized Infantry Unit. From there, I went

back to the States to the first Special Forces group at Fort Lewis, which was focused on our activities in Asia, including the Asian parts of the Soviet Union.
And I left the regular army from there in 1985. Attended law school at Fordham University from 1985 to 1988; practiced law in New York as a sole practitioner from 1988 on an occasional basis through about 2003 or so. During that time, my personal focus was on my family and on continued service as a Reserve and National Guard officer, command of the Special Forces Company in the Reserves. I was the deputy commander of special operations command in Korea and Seoul from 1994 to 2001.
Then after that, continued to serve, coming back on active duty in early 2008 to the Special Operations Command Central. So that's been my pleasure, to spend most of my adult life as a soldier in one component of United States Army or another.
Q. Where is your base of operations today?
A. Well, right now I live in Arlington, and work on a daily basis at the Pentagon. My wife lives in New York City, and so my home of record is New York City. Technically, I'm on a temporary duty status in the Washington, D.C. area, and have been

for the past year. I probably will stay in that capacity for another six months or so, at which time I will deploy again consistent with the needs of the nation.
Q. We've tried to schedule your deposition one time before. You were put on temporary duty?
A. Oh, at least one time before. I think your assistant Oana, Oana and I have been in communication occasionally. This is really the first time that we've had the ability to get all of us in one place at one time. Certainly, it's appropriate for me to be here, as opposed to be everybody going out to D.C. or New York or somewhere else simply to depose me, and I'm pleased to be here right now.
Q. Have you had any other specialized training aside from law and the military?
A. Yes. In 2003 to 2005, I went back to undergraduate school to do medical school prerequisites, chemistry, biology, things of that sort. I had the pleasure of teaching biology for a semester at Hunter College, and then entered nursing school at Columbia University. And from the summer of 2005 until my graduation in the summer of 2006, was in nursing school at Columbia. Worked for a year as a critical care nurse in New York Presbyterian

Hospital.
Q. Do you have any medical duties today in the military?
A. Only the occasional things that may come up in terms of rendering advice and assistance. I do not have any military medical credentials or nursing credentials, and don't pretend to have any; nor do I have legal credentials in the United States Armed Forces. But, yes, I am an attorney admitted to the bar and a licensed professional nurse in New York State. So you can't get away from those kind of legal and professional responsibilities that may come up. But, of course, when I'm deployed, if questions come up about medical issues, or if there's immediate care required, I'm certainly fully competent to do that.
Q. Can you tell us about when you first met William Murray?
A. Sure. It was my pleasure to meet Mr. Murray in the early 1990s, I believe it was 1993. And the occasion was a fundraising event to get funds to build a playground facility for my son's preschool. My son attended preschool with Elspeth Kelly, the daughter of Elizabeth Murray and --
Q. Who's Mr. Murray's daughter?

A. Mr. Murray's second daughter. To my knowledge, he has three or four daughters. I've had the pleasure of meeting all three of his daughters from Minnie. I believe the name is Minnie Murray, who passed away long before I even knew her.
Q. Can you tell me how your relationship with Mr. Murray progressed after the initial meeting at the fundraiser?
A. Sure. You know, Mr. Murray is -- was a dynamic person, kind of a charismatic personality. And I was always open to the idea of getting to know him a little bit. I certainly have a great deal of respect for Elizabeth, his second daughter, and his other daughters for that matter. So I was always open to the idea to get to know him, and any occasion that might come up that Elizabeth could bring the two of us together, I think she would do that.
And sometime in the late '90s, Elizabeth suggested to me that I might be of assistance to her father in his various business activities. And specifically, he had an office -- a set of offices off of one of the major roads in Cranbury, New Jersey that she suggested to him and to me that I might be of assistance to him and a residential building on 49th Street next to First Avenue in Manhattan. And

in, I believe, mid-1999 or so, I worked with Mr. Murray and James, his assistant, in helping to manage those properties.
In my opinion, this was not what one might consider full-time employment, but an opportunity to work with him, and again, to provide some local assistance to him. Because Elizabeth's perception was that he didn't -- that he would value such support.
Q. How long did you work with Mr. Murray?
A. I think it was four to six months or so in 1999 or 2000.
Q. And how did that relationship end?
A. It ended fairly suddenly, in that Mr. Murray told me one day that my services wouldn't be needed anymore to assist him, that he had put an old friend of his, a Teresa Fontana, in charge of the building. And by that time, I think I had stopped helping him with the Cranbury property, although I may have the facts wrong about that.
(PLF. EXH. 2, Letter dated 3/21/09 from Gilbert Mestler, marked for identification.)
BY MR. KEFALOS:
Q. Okay. I'm going to hand you what we will mark as Exhibit Number 2 here, and ask you if you can

identify that?
A. This is a photocopy of a statement that I wrote at the request of Ms. Elizabeth Murray in early 2009, in fact, dated 21st of March 2009. I remember distinctly writing this at my computer at work in the bunker at Special Operations Command Central at MacDill Air Force Base, Tampa, Florida.
Q. How did it come about that you prepared this letter?
A. Well, this letter was prepared after Elizabeth's father had passed away. Elizabeth called me, and mentioned to me that she would like to get a statement from me detailing the specifics of an event that I witnessed in early 2006 where she had asked her father to reaffirm a debt to her mother's estate, and she had asked me to come and witness his agreement to that debt and signature on the papers acknowledging that debt, so I wrote this statement.
Q. And have you had an opportunity to review this today?
A. I have, just this morning.
Q. Was it true when you wrote it?
A. Absolutely.
Q. And does it remain true, accurate and complete?

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.

A. My thought only.
MR. KEFALOS: That's all the questions I have. Please answer anything that Ms. Craig or Mr. Hood have.
EXAMINATION
BY MR. HOOD:
Q. He never signed the document in your presence, correct?
A. Well, it depends on what we mean by a signature.
Q. He never signed William E. Murray in your presence, yes or no?
A. What you see --
Q. Wait a minute. Answer the question. Did he sign William E. Murray in your presence; yes or no?
A. Right here?
Q. Yes.
A. No, he did not.
Q. Thank you. And when had you seen him prior to this event, how close in time?
A. Probably within the year. The reason for that is, again, I lived in the same building with Ms. Brockington, and Mr. Murray would occasionally come into the building and same elevator bank and say

hello.
Q. For how long, other than saying hello, how long would you see him?
A. In terms of duration of time seeing him?
Q. Yes.
A. Two or three minutes.
Q. And then a year before this engagement at the Hunter restaurant with his daughter, you saw him then -- how much prior to that was it last time you saw him?
A. Again, I didn't see him very often between about 2000 and this occasion in 2006.
Q. Okay.
A. So I probably saw him at most three or four times, two or three minutes at a time. I have no recollection of having met with him, attended a -- that's not correct. I went with him, or was with him at his daughter's birthday party. And frankly, it would have had to have been her 50th birthday party. Elizabeth was born that October 1953. I was born in May of '53. Elizabeth made a big deal about my 50th birthday party. And her 50th birthday party was also made a bit of a to-do.
And her birthday party was at a friend's house near Katonah, New York. Her father attended.

I was with him at the party. We didn't speak very much, but we were at the party together. And I drove him home to his apartment at The Carlyle, a trip that would have taken about an hour and 20 minutes or so. I don't recall whose car I drove, because I didn't have a car.
Q. How many people in the car?
A. Myself, Mr. Murray, and one other person. And I think that would have been Helen, whose last name I'm afraid I don't know. I think it would have been Helen.
Q. What year was that?
A. Well, it was Elizabeth 50th birthday party, it would have to have been 2003. So that would have been a long time. In fact, he and I spoke in the car, because, of course, you're in a car together, and I'm driving. But we weren't going to have very many pregnant times. So, frankly, I do not remember the substance of our conversation, but he was the same mentally astute, switched-on person in October 2003 as he had been since I had first known him in 1993 or so.
Q. Okay. So as to Exhibit 1, you never notarized it?
A. I did not.

Q. And what you know about it, you sat down in a bunker and typed up, and that's Exhibit 2, correct?
A. That is correct.
Q. And in Exhibit 2, you tried to be full, complete and thorough in what you were saying about this event?
A. Well, you know, I wanted to fulfill Elizabeth's need for a written document. And of course, I thought about it prior to writing it, thought about it while writing, thought about it afterwards. And between that written document and my testimony here under oath, that I think provides the full and complete picture to the best of my recollection.
Q. Well, when you wrote this, why didn't you say what you've said here today, and that is, that Mr. Murray said that he agreed with what was in this document? That's not in Exhibit 2.
A. I understand that. Again, that was written -- well, I was at work, and I had a lot of --
Q. But that's a significant statement. You are a lawyer, you understand that. Mr. Murray saying I agree with this document is nowhere in Exhibit 2, correct?

A. If I could see -- let me look at Exhibit 2.
Q. You've got a copy in front of you. It would be in the second paragraph if it was going to be in there.
A. Perhaps. It looks like I didn't say anything in this written statement about what he may have vocalized.
Q. And the truth of the matter is, what he was thinking, what was in his head, you, nor anyone else, know?
A. Well, I heard him say, I have agreed to this. Once or twice he wrote agreed on there. It would be a stretch for me not to think that he agreed with the substance of the document.
Q. Yet, the word agreed is nowhere in Exhibit 2, your summary of this event?
A. That's pretty apparent.
Q. You also testified --
A. Now, sir, if I may, to fully answer your question, this was written in Florida without the opportunity to look again at this document, nor to remember exactly what Mr. Murray had written on this document. Yet, the first time I saw that document and saw the word agreed and his initials, I knew

instantly that that was his attempt to sign, what I took to be his attempt to sign contemporaneously with my witnessing it.
Q. You said that when you were leaving, he said thank you very much for coming.
A. Thank you for coming.
Q. And that's not in this Exhibit 2 either, is it?
A. No, it is not.
Q. In fact, you and Mr. Murray had had a run-in. He worked for you -- you worked for him, excuse me, and he fired you, correct?
A. I don't know if I would use the word fired.
Q. I would. You were fired. You were discharged?
A. That's your choice, sure. But at no point --
Q. You --
MR. KEFALOS: Let him answer the question.
THE WITNESS: At no point did I ever feel like there was personal animosity between Mr. Murray and I.
BY MR. HOOD:
Q. Did he like you living with his daughter

Elizabeth?
A. And at what point did I live with his daughter Elizabeth?
Q. That would be you. You tell me.
A. You know, there was a time in around 2005 or so when Elizabeth and Dan were still living together when I did occasionally sleep at their apartment as my relationship with my wife deteriorated. However, when you say live with, the implication there is there's something more than that.
Q. It's a one-bedroom apartment. Did you have sex with her, a relationship?
A. Absolutely not; absolutely not.
Q. Never have?
A. Never.
Q. You just stayed there? What, did you sleep on, the floor?
A. Yes.
Q. How many nights? How many months?
A. Not months; probably four or five nights. Elizabeth, to my recollection, and Dan, had a -- not a futon, but a kind of foam mattress. And so I would sleep at the foot of their bed on the foam mattress, for the probably five nights. Whether they were in

sequence or not, I don't frankly recall.
Q. There's nothing in Exhibit 2 that says Mr. Murray wanted to sign it; is there?
A. Not in Exhibit 2, but I could tell you about my recollection of Mr. Murray, an honorable man, at least as far as his daughters went, wanted to agree to the continuing debt.
Q. You're still a licensed practicing lawyer?
A. I am.
Q. You have a current --
A. I am admitted to the bar in New York, Massachusetts, Connecticut, Washington, D.C.
Q. And you are current with your CLEs and you are a licensed lawyer in those states?
A. No, because I've been on active duty since 2008. I have not stayed current with continuing legal education requirements in those jurisdictions where that's required, and I'm not required to do so.
Q. So you are a licensed practicing lawyer? You can sign pleadings, do what you want to do as a lawyer --
A. I can.
Q. -- in New York?
A. I can.
Q. Did Elizabeth come to you for legal advice

to contest her father's will?
A. No. And frankly, she would have been remiss in doing so. I'm not an expert in that area at all, nor do I hold myself out to be.
Q. Did she ask you for advice about contesting her father's will?
A. Not to my recollection, no. And if she had, I wouldn't have rendered it. I don't even know where her father's will -- you know, which laws would apply to her father's will.
Q. Did you refer her to someone who would know how to contest a will?
A. I have no recollection of that, no.
Q. Did you ever refer her to any kind of attorney for any kind of legal work?
A. I'm reviewing in my mind the legal issues that I'm aware that Elizabeth may have had in the time that I've known her, which include her divorce from Daniel. I cannot recall any time where I might have done that.
Q. What was the basis or the ground for that divorce?
A. I don't know. I mean, I know that -- I don't know, but I believe that they became incompatible with each other, but --

Q. Did you testify in that proceeding?
A. I did not.
Q. Prior to today, have you ever testified for Elizabeth about anything?
A. I don't think so, no.
Q. When did you --
A. I have no recollection of that.
Q. When was the last time you saw Elizabeth?
A. I have a son who was born on the 18th of December, 2010. Elizabeth came to the hospital when he was just a day or two old, so I saw her then.
Q. That's the last time you saw her?
A. And I saw her over a cup of coffee about two weeks ago or so, maybe three weeks ago.
Q. To discuss your testimony here today?
A. Only to say that, Elizabeth, I will tell them the truth.
Q. That's all you said?
A. That's it.
Q. You didn't discuss Exhibit 1, Exhibit 2, and the details thereof?
A. No, we did not.
Q. Have you met with anyone or talked with anyone about your testimony here today?
A. Yes, I have. I spoke with George this

morning. And George showed me this statement that I wrote back in 2006. He showed me Exhibit 1, Page 6. I did not look at Pages 1 through 5. I looked at, but did not read, the 8 1/2 x 14 pieces of paper that were, to my recollection, associated with this document when William Murray -- I almost said signed it -- when he put agreed and his initials here.
Q. You didn't actually see him scribble that, agreed and initials?
A. No, I did.
Q. Actually --
A. In two phases, as I recall it; first agreed, sat back. When I asked him again to sign the initials, again, I have no direct recollection of this line below his name, which may or may not have occurred contemporaneously with either the agreed or the initials, and that was it. But that was, as my recollection, a two-phased action, agreed, sit back, forward again, and initials.
Q. And when you said signed, and you pointed to sign, where to sign --
A. You know, this is -- I did not point. And I later, as I thought about this just in the last day or so, or this morning, I thought, you know, probably to assist him -- you know, again, thinking like a

person with some medical acumen, I might have assisted him in some way by isolating the place at which I expected him to sign, or by having other people already have signed so that he could see where he was expected to sign. I did not do so. In retrospect, that might have been a wonderful thing for me to have done. I did not do it.
Q. And he did not sign when you said sign?
A. I had expected him --
Q. No, first answer the question. Did he sign it when you --
A. He wrote agreed, he sat back, and he went forward, he put his initials WEM.
Q. I started with the first question, and I will ask it again. He did not write William E. Murray?
A. He did not.
Q. Now, who are these other people on each side?
A. Well, I recognize Elizabeth's signature here above her name. And I understand, from my conversation with Elizabeth subsequent to this, that she had gone with her dad to see a lady who I have never met, had not met at the time, have not met since, named Dana, who I believe Elizabeth told me

was a physician who was an old friend of her father's. Recalling, the key reason she wanted her dad to meet with Dana was because Elizabeth was concerned, on behalf of her father, with his continuing medical care. And Dana, being a physician, would help him by way of a living will or healthcare power of attorney, healthcare proxy document. And apparently -- I say apparently, because I don't know this for sure. When I asked Elizabeth, are you done with a need for a witness on your dad's signature? Elizabeth told me, yes, Dana did that when we went up to see her about the healthcare proxy. Elizabeth didn't use the term healthcare proxy, that's my term.

Q. At the time you were in the Hunter restaurant --

A. That person --

Q. -- this person did not sign?

A. -- was not there, no.

Q. When they signed it, they dated it 2/10/06, it looks like. How about Elizabeth -- I'm correct, right?

A. Yes.

Q. Elizabeth, was her signature on there at the time?

A. No, I don't think so, no.

Q. So the page was blank except for what was typed?

A. Exactly.

Q. Okay. Have you ever notarized a document as a lawyer?

A. I certainly have.

Q. How many times?

A. Not as many times as you might expect, probably about 15, 20 times or so, over the course of the years.

Q. So this was sort of an unusual event, put your seal in your pocket, go to a bar, stand ready to seal something?

A. At that point in my life, it certainly was. In fact, I would say since that time, I might have notarized two or three things.

Q. Who is Don Sharpe?

A. Ah, Don Sharpe is an attorney in New York. He's a professor of law at Fordham University.

Q. Are you all friends?

A. Or at least he was.

Q. Are you all friends?

A. I don't know him. No, I don't know that we've ever spoken or seen him.

Q. Is he a friend of Elizabeth's?

A. Elizabeth has mentioned him to me.

Q. In what capacity, or in what regard?

A. In the regard of, Gil, you want to get to know Don Sharpe, he's very smart --

Q. Does he live with Elizabeth? Have they ever lived together?

A. I don't think so.

Q. Has anyone lived with Elizabeth?

A. At this point?

Q. Yes.

A. In her life?

Q. Yes.

A. I'm not aware of anyone.

Q. In the last ten years?

A. Dan.

Q. Dan?

A. Dan Kelly.

Q. Her Ex?

A. Her ex-husband.

Q. Anybody besides Dan?

A. Elspeth Kelly her daughter.

Q. Anybody else?

A. I'm not aware of anyone that would -- when you say living with her, what do you mean by that?

Q. Cohabiting, whether it's for one hour or two hours or one day or a week or a month. She has a one-bedroom apartment.

A. It's a duplex apartment, in that it has two floors. There's one bedroom upstairs, a very small room that had been Elspeth's bedroom at some point in her life, I think.

Q. That's her daughter?

A. Her daughter. There's a small room off the kitchen on the first floor, which, you know, if you are a submariner, you would consider it palatial. It's pretty small. It's like a big closet which someone could live in. But I'm not directly aware of anyone living with Elizabeth. And I'm not aware of anyone who has been or is a love interest of Elizabeth other than Dan Kelly.

Q. What about her daughter, where does her daughter live?

A. Well, Dan moved out contemporaneous with the divorce, or before the divorce, moved up to 96th Street to an apartment building up there. And I understand that when Elspeth is not at her undergraduate school, which is up in Connecticut or Massachusetts, I believe, that she lives in the city with her dad, I think. But I don't know that for

certain. In fact, I haven't seen Dan Kelly for some time, probably since he moved out from Elizabeth's home.

Q. How old is the daughter?

A. Well, she would be about four or five months older than my son, who will turn 22 at the end of March. So Elspeth has turned 22 years old, I think, in November of last year.

Q. You are on active military duty?

A. I am.

Q. In good standing with the military?

A. Yes, I am.

Q. You've never had a discharge from the military service?

A. Only an honorable discharge from active duty in 1985, but I continued service as a Reserve officer and National Guard officer since then.

Q. That's your capacity now, Reserves?

A. Technically, I'm a Reserve officer on active duty, yes.

Q. Have you ever been arrested or charged with a crime?

A. I have been detained with allegations against me that would be criminal if I were charged with them, yes.

Q. Concerning what?

A. The loss of a weapon in Germany in 1982.

Q. Was that resolved in your favor?

A. It depends on how you look at it. I was offered to accept an Article 15 from Colonel Vouno, who was the division commander of the infantry division in January 1983. And General Vouno saw fit to put that documentation in what's called my restricted personnel file, so that it wouldn't be reviewed by anyone other than security personnel who were concerned with my ongoing security clearance.

Q. What kind of weapon was it?

A. M16A1.

Q. Why did you lose it?

A. That's a good question. Inadvertent lack of attention to detail.

Q. Did that end your military career?

A. I'm still serving on active duty.

Q. Did it end your hopes of any promotions?

A. I've been promoted twice since then. I was awarded the army commendation medal for that tour of service. It was one of those incidents that occurs sometimes in the life of a service member where an unfortunate thing happens. Same similar -- not same, similar thing happened to Colin Powell

early in his career where he lost a .45 caliber pistol, you know, personally, just like I personally lost my M16A1 rifle.

Q. Where is your ex-wife living?

A. Unfortunately, she's living in a nursing home in Queens. She had a subarachnoid hemorrhage in April 2008, and has been comatose or in a persistent vegetative state since then.

Q. Are you paying for her care?

A. She had a very good insurance policy, health insurance policy that I paid for under COBRA, so it lasted for about 18 months or so after her -- after her coming under that policy. And now, as far as I know, I'm told by the nursing home that her care is paid for by Medicaid.

Q. Did you ever work as a registered nurse?

A. I did.

Q. For how long?

A. One year.

Q. What year was that?

A. That would have been from the summer of 2006 to the summer of 2007.

Q. In what capacity as a nurse?

A. As a critical care nurse at New York Presbyterian Hospital.

Q. What is critical care?

A. Well, it's the field of nursing that involves dealing with people who are ventilated and medicated usually to the point -- to be ventilated, you pretty much have to be sedated. So you care for people who are sedated and ventilated and need to have their chemical balance maintained, their pharmacology maintained, and all their vital signs continuously maintained.

Q. Since that one year, you have not done anything with your registered nurse certificate?

A. Only attend training events in order to keep myself current.

Q. And when you had the interchange with Mr. Murray, he was never in critical care condition?

A. Not with me. And had he been, he certainly would not have been conversant at all, if he had been in that state.

Q. Have you ever represented Elizabeth Murray in any capacity as an attorney?

A. No, I don't recall ever representing her as an attorney.

Q. Did you ever provide any nursing care to her?

A. Yes, I did.

Q. When was that?
A. Elizabeth had --
Q. What?
A. -- a plastic surgery procedure in around 2006, and required dressing changes and maintaining her medication schedule, which wasn't very elaborate at all, for about two days or so. Mr. Murray -- as I understood it from Elizabeth, Mr. Murray paid for that procedure and allowed her to stay in an apartment of his on 69th Street and First Avenue during her recuperatory period, which, again, was about two days or so.
Q. What kind of surgery?
A. She had a -- what would you say? It was within the class of things that we might call facelift, a plastic surgery procedure. It was conducted in a medical office on Park Avenue, actually right across the street from her home at 740 Park Avenue. I don't recall the name of the surgeon. I did not attend that procedure itself, but I picked Elizabeth up from the medical office, transported her in a cab over to 69th Street to the apartment, got her up there, spent about the next 24 to 36 hours or so with her, you know, assisting, assisting her.
Q. What is your relationship with Dan Kelly?

That was her husband?
A. Yeah. Dan was a fellow father of a kid going to school in New York City. Dan's a -- I would put Dan with that the class of people that are friends, but I don't seek him out at this point, nor does he seek me out.
Q. How much money do you currently owe Liz?
A. I'm not aware of owing Liz any money.
Q. She's been writing you checks off and on over the years. Why has she done that?
A. As I have done for her, when Elizabeth would have what might be called minor financial difficulties, to the level of like $1,000, $2,000, short-term loan, I would loan her that money. She did the same for me. She doesn't do the same for me anymore. Number one, I don't need the money; number two, I don't believe she has the resources to do that if I did. So I wouldn't even approach her if I needed --
Q. When was the last time you borrowed money from her?
A. Probably in 2004, 2005, somewhere in there.
Q. Has she promised you any monetary or any other kind of remuneration for testifying here today?

A. No, she has not.
Q. Who paid you to come here today?
A. Actually, I don't know. I know that there was an excessive bill for airline and hotel. When I say excessive, I flew from Washington, D.C. area here last night. I looked at the Expedia bill that I got on e-mail, it was something like that $1,500. Frankly, I could have done better than that if I just made a phone call to an airline and said get me down there. Believe me, I would have come here on my own dime on behalf of a friend. Elizabeth is a friend of mine.
Q. Does she have any other friends besides you?
A. Yes.
Q. Who?
A. Lyn Grogan, who is another mother of kids who went to the same school as our kids did early on. I think Alta Brockington would be a friend of Elizabeth's. I'm sure I could think of others, but right now I'm not sure of any. For sure, Ms. Grogan, Lyn Grogan.
Q. Over the years, she's written, I think, around $11,000 in checks to you. The last one was 4,000 in March '06.

A. That probably was paying me back for a loan I had given her.
Q. So you have lent her $11,000 over time, including before you are talking about in '06?
A. Good question. If you are looking at her bank records and you say 11,000, that's certainly within the realm of possibility. Those could have been loans from her to me, or her repayment of loans from me to her. Should be just about an equal amount.
Q. What has she told you about her claim as a creditor?
A. To?
Q. In this matter.
A. Only that over the course of many years, her father has agreed that he owed money to her mother's estate. No -- in no time has she ever told me how much that might be, or what the circumstances were of how he might have become indebted to her mom's estate. I don't have any knowledge of that.
My perception is that he -- that Mr. Murray probably would be -- if I were to know any details about that, I'm sure it would embarrass him. And frankly, Elizabeth was, in my opinion, was protective of her father's interests and his

sensibilities. And it is not surprising to me at all that she would not volunteer such information to me.
Q. Well, did she ever tell you anything about her expectancy of what she was going to inherit from her mother?
A. No.
Q. Her father?
A. I think she expected that she would get some monetary benefit from her father's passing, but I don't know what it might have been. And I don't know that it would have been any different from what her sisters might have expected.
Q. You are hoping to share in whatever monetary remuneration she gets from her father's estate?
A. No, I'm not.
Q. Do you have any motivation being here today other than to testify for a friend?
A. That is it. Well, to testify for a friend, and there's a little bit of -- and this may be presumptuous of me to say, but Mr. Murray is dead and gone. My perception, although I never heard him -- he never vocalized to me that he felt he had a debt to anyone. But somehow, I think understanding over time that he was the father of at least three

women, I'm sure that -- again, my perception of him is he's an honorable man -- that he would want to see the correct thing done. When he said, I've agreed to this, in speaking about Exhibit 1 and its attachments -- when I say it's attachments, I mean the 8 1/2 x 14 pieces of paper, which may have been the recording of a debt to his former wife, the deceased's estate --
Q. You don't know what it was; you didn't read it?
A. I didn't read it. I may have looked at it casually. And my understanding was that he was reaffirming the debt to the mother's estate.
Q. From whom?
A. His debt to his former wife's estate.
Q. That's what Liz told you?
A. I understood that.
Q. The basis of your understanding is Liz told you that?
A. Right, given I didn't read the document in detail.
Q. And you weren't a lawyer involved in it?
A. And I was not practicing as an attorney involved in this case, no.
Q. And you've never read or seen any

promissory notes, any loan documents?
A. I don't believe so.
Q. How about any other debts or obligations?
A. What I wanted to say, in regard to my reason for being here, in addition to my duty to a friend who's asked me to testify to something I've observed, of course I need to get here. But beyond that, it is that -- among others, I'm sure I'm not the only one who can testify to these things -- that Bill Murray, in my opinion, felt an obligation to his daughters and to the rest of his family, his grandchildren, to do what was right vis-a-vis any enrichment he might have had from the past.
Q. Whether he did that or not, you have no knowledge?
A. I don't know. But, again, my role here is not just as a friend of Elizabeth Murray's, because there's no question that I am, and perhaps to some degree, someone who would be friendly toward her -- well, certainly to Elspeth and to the children of Pam who I met, I don't recall ever meeting any children of Katherine's, although I may have, but I have no antagonism toward Bill Murray, William Murray.
Q. Even though he fired you?
A. And he's gone.

Q. Even though he fired you; you don't want to get even with him?
A. No desire to get even with him at all. You know, certainly my heart wasn't in whatever I was doing, you know, for him at the request of Elizabeth or him. You know, it wasn't something that I felt particularly excited about. In fact, it was kind of a drudgery to go down to Cranbury, New Jersey and look at a bunch of stuff --
Q. How much were you paid for that drudgery?
A. Frankly, I don't recall. Whatever it was, it wasn't enough; probably about $1,000 a month or so.
Q. And where were you living in February of '06?
A. I was living at 205 East 78th Street.
Q. With who?
A. My wife at the time, my son.
Q. And her name?
A. I may have been sleeping on the floor, but, you know, I was in that apartment.
Q. What's your ex-wife's name?
A. She went by the name -- her professional name was Youngmi Han. Han is her family name, H-a-n. And for a time, probably for the bulk of our married

life, she used the name Young Mi Mestler, my last name. Before that, she was known as Ann Marie Mestler.

Q. Where is she from?

A. She's Korean-American. She grew up in the republic of Korea, and came to the States when she was about 20 years old or so, after high school, joined the American Army. We met in Korea while we were both serving there.

Q. So you were at this restaurant in February '06 for five minutes, ten minutes?

A. No, I wouldn't -- I certainly don't think it was more than ten minutes. I think I said it was six to seven minutes or so, that's probably about right.

Q. Do you trust and believe Liz?

A. I do.

Q. Do you think she's a credible and honest person?

A. I do.

Q. Why would she sign an affidavit in 2005 saying her father was incompetent; yet, you are sitting here saying in '06, he knew everything that was going on?

A. I have no knowledge of that affidavit from

2005.

Q. Did you prepare it for her?

A. I don't recall.

Q. Do you know why she --

A. May I see the document?

Q. Do you know why she would have signed such an affidavit?

A. No knowledge of it; don't know.

Q. In your statement, you say: Mr. Murray was exhibiting his characteristic vanity. What in the world are you talking about?

A. Well, he was a prideful person. And to demonstrate weakness -- in my opinion, he would be adverse to demonstrating weakness in front of anyone. And his -- my perception is his inability to execute the document that he was asked to execute in my presence probably was upsetting to him. That's my opinion. I don't know what was going on in his mind.

Q. Do you know whether he was able or had the ability to comprehend large amounts of information at a time in February of '06; do you know that?

A. I don't know.

Q. And you are not a medical doctor?

A. I am not.

Q. And you've had no training in determining

the mental status of human beings with regard to their ability to intelligently understand and know what they are doing? That's not something you are trained to do; you are trained to take care of people critically ill?

A. I think to some degree, the ability to assess another's ability to even comprehend complex transactions, I think we are all to some degree equipped to do that. But I've had no specific training in that area.

Q. Now, prior to walking in this restaurant, had you read this Dear Daddy letter, Exhibit 1?

A. Never seen it.

Q. And prior to today, have you ever read it?

A. I never read it today.

Q. Is that the first time --

A. I've looked at Page 6.

Q. Is today the first time you've looked at the Exhibit 1?

A. I have seen it. I have not read it.

Q. When did you first see it?

A. On the table in Hunter's restaurant, in the Hunter restaurant.

Q. When was the next time you saw it?

A. This morning. Actually, it was proffered

to me by counsel this morning, and I asked him, do you want me to read this now or not, and he said -- I believe he had said, you don't need to read it, and I chose not to.

Q. Okay. And these guys, these other lawyers across the room here, they are not your attorneys?

A. No, they are not.

Q. Do you have an attorney in this matter?

A. I do not.

Q. You are pro bono yourself?

A. You know, only a fool has himself as a lawyer, and I don't feel that I need an attorney at this juncture.

Q. Did you ever notarize any documents for Mr. Murray?

A. I certainly did while I was in his employ, if you will. And interesting enough, with him, I went very expeditiously one day to the emergency room at Lenox Hill Hospital to visit a friend of his who had suddenly taken ill, and actually was afraid that they would die in the emergency room. And we went there with the expressed purpose of coming up with a very quick last will and testament for her. And Bill Murray and I witnessed that, and I notarized it at the time in the emergency room at Lenox Hill.

Q. Did you ever notarize his signature?
A. I probably did, but I have no direct recollection of that.
Q. Now, as to East 49th Street, that was -- you called it an apartment building, condominium?
A. It would be an apartment building, I'm sure.
Q. And when were you hired?
A. At some point in 1999, if I'm not mistaken, maybe 2000.
Q. And you worked there for how long?
A. Oh, about four to six months maximum.
Q. Were you recommended for the job by Liz?
A. Yes, as far as I know, sure.
Q. And you were paid, what did you say, $1,000 a month?
A. Between the 49th Street property and the Cranbury property, and the other things that I might have done for William Murray, I was paid about 1,000, maybe 2,000 a month. I don't recall.
Q. Did you have any disagreements with Mr. Murray or any of the supervisors there?
A. I did. They weren't -- you know, it was his call. There was a gentleman there that was the building superintendent, who I think did a credible

job there, and Mr. Murray chose to dismiss the fellow fairly presumptively, you know, suddenly. I did not see a good reason to do that, but we didn't argue about it. It was his choice.
Q. Did you want to remodel the kitchen?
A. Oh, sure. Yeah, there were -- whenever an apartment changes hands in New York City, there are probably going to be a few things that need to be done. And there was a kitchen that was remodeled, at least one, probably more.
Q. Did he disagree with you spending money to do that?
A. I think so. Yeah, I think he was not pleased with spending money. You know, he had his bottom line to take care of. And I had no argument with that. You know, he had his choice about the way he wanted to conduct his affairs in his building, and he's got a perfect right to do that. His properties were not -- were adequate for normal life. And to make a few adjustments to them, to make them a little better or change them a little bit, people have differences of opinion about those things, not of any great significance.
Q. Is it fair to say that your relationship with Mr. Murray was not particularly cordial?

A. Isn't that funny? Mr. Murray is someone who I think was always cordial. And I would feel cordial toward him. That doesn't mean we need to work together.
Q. Did you leave on good terms?
A. Didn't leave on bad terms. I mean, I would have liked to have been compensated more. But it was sort of a relief to go. It's not -- it's pretty stressful when you have someone who you respect, who you would like to have a closer relationship with, and you don't, for whatever reason.
William Murray, again, is -- was a pretty private man in his relationships. It was, in my opinion, difficult to get his trust, you know, and the ability to function semi-independently under him. But that was his nature. And, you know, not me to try to change him.
Q. Do you have any affiliation with Marymount Manhattan College?
A. My son, up until this semester, attended school there from September 2008 until this past semester. He may or may not pick up again. I don't think he will.
Q. What's he doing there?

A. He lives in Manhattan. He was hired at the Reebok Sports Club to be a climbing instructor, and I think he ought to spend a little more time doing that and being compensated for it.
Q. Is he --
A. He climbs.
Q. Is he being paid to climb?
A. He is. Yeah, I would like to see him do a couple of other things, but I'm his father. You know, I've got things I would like to see him do. Doesn't mean I'm going to tell him to do it.
Q. Did you attend the memorial service at that college for Mr. Murray?
A. I did. It was a very, very moving and a wonderful event, yeah.
Q. Who invited you?
A. I'm sure it was Elizabeth, or maybe Pam, or both. I think -- I'm pretty sure Pam was there, although I don't remember for sure.
Q. What has Elizabeth told you about this lawsuit she's immersed in?
A. Not much. I mean, frankly, I received a copy of the Notice of Deposition back in December, and that's probably the first time I saw a legal document. Frankly, I didn't pay too much attention

to it except to say, you know what, I've told these guys that I need to make myself available, and I need to get there.

Q. Did Mr. Murray ever relate to you that he would be very unhappy with any child of his that was litigious concerning anything of his after his demise?

A. No.

Q. Would you find that to be a reasonable assessment of how he thought?

A. I don't know.

Q. Do you think it's appropriate that he would have me sitting here protecting his estate from someone making a claim against it, planning that prior to his demise?

A. I'm not sure if I understand the question.

Q. Well, you knew him, and you worked for him. Do you think it is the personality of Mr. Murray that he, prior to his demise, would hire me to protect his estate, and therein is the reason I'm asking you questions?

A. I am surprised, and I think it's sort of a shame that Mr. Murray passed without having resolved things to his own satisfaction and the satisfaction of those around him. I can't -- speaking for myself,

and knowing him as, again, a cordial, ethical and honorable man, I find it distressing that he would pass away and leave contention in his wake. I don't think that was his intention at all.

Q. Well --

A. Obviously, it wasn't his intention.

Q. If this claim was real, why would it not raise its head -- if it were real in '06 -- until 2010?

A. Well, you've got to tell me what this claim is. Are you talking about a debt to -- an alleged debt to the --

Q. Yes.

A. -- of Mr. Murray to the estate of his former wife?

Q. Right.

A. My impression has been that Elizabeth has been very cordial toward her dad in terms of her approaching him on this subject during the -- during his life time, that she was reluctant to put her foot down, if you will. I've never spoken with her about, why don't you confront your dad about this kind of stuff, if you have these problems. Because I'm not really aware of what these problems are in terms of his debt. There's sort of a general cloud of there's

something there. Okay. Certainly, it wasn't comfortable for William Murray to have a spouse commit suicide. That would be a very, very damaging thing to any person's soul, I think, whether he had any -- you know, whether one could put guilt upon him for that or not, I'm sure he put guilt upon himself. I think Elizabeth was very careful about bringing up the spector of her deceased mom, the deceased mother of Pam and Carolyn ever to him. And I think this was part and parcel of that. That was my impression. So it doesn't surprise me at all that she failed to confront him with this during the course of his life in a way that would have been distressful to him.

Q. So confronting him means sitting down in Hunter's restaurant and saying, sign this, daddy, you owe mama's estate some money?

A. You know, I knew that they were talking about something that had a lot of emotional baggage associated with it, but I never felt at that time that she was confrontational with him about it. My impression directly from him was that, Elizabeth, I've agreed to this in the past, I've agreed to this, nothing changes that.

Q. There's nothing in writing that has those words, correct: Elizabeth, I've agreed with this in

the past?

A. I heard him say that. He didn't say in the past. He said, I have already agreed to this.

Q. You heard him say that as you are telling it to us now; but when you did Exhibit 2, you didn't say that?

A. That's correct.

Q. Now, if everything was so great with Elizabeth when she was with her father at the Hunter restaurant, why, a year before that, had she signed an affidavit saying he's incompetent, yet she's trying to get him to sign something that's going to require him to pay some money?

A. I don't have any idea.

Q. She never discussed it with you?

A. No.

Q. You all never --

A. Not to my recollection.

Q. -- planned this out, talked about this, schemed about this, thought about this? That's why you come in and sit at the bar, she's over there with daddy, she signals you, you come over with the notary seal?

A. Listen, I know it sounds hard to imagine.

Q. It is.

A. But it may sound hard to imagine to you, but Elizabeth asked me to come over and witness her dad signing something.
Q. Yet, she put an affidavit under oath out a year before saying he was incompetent; she didn't tell you that, though?
A. I have no knowledge of that.
Q. If you had known that as a lawyer, that he was incompetent, would you have pulled your notary seal out, if he had signed that document, and notarized it?
A. You know, I might have made my own assessment of him --
Q. No, I didn't ask you that. As a lawyer, following the Canons of Ethics, if you had known he was incompetent in February of '06, would you have notarized his signature; yes or no?
A. Well, first off, if --
Q. No, no. It's an easy question.
A. No, no, no. It's important that we --
Q. You are going to answer the question first, and then you can talk all day long. Would you have notarized it; yes or no?
A. Sir, forgive me, but let's make sure we understand the terms that we are talking about. You

said if I knew that he was incompetent in February of 2006 --
Q. Right.
A. -- based upon your presumption that I was knowledgeable about an affidavit that Elizabeth may or may not have executed in 2005 saying he is incompetent. I have this to say about that. It may be that he was incompetent in 2005, for some reason, temporary in nature, and again, became competent. I don't believe for a moment that a person can become incompetent and remain that way in perpetuity. I think that it is entirely possible that a person could become incompetent for a temporary -- for a time, and then regain competence.
So in my answer to your question, even if I had been aware of Elizabeth's 2005 alleged declaration that her dad is incompetent, that doesn't mean that he wouldn't have been incompetent in February 2006.
Q. That's not my question. My question was, as a lawyer, would you have notarized his signature if he was incompetent?
A. No.
Q. Thank you. When is your next occasion to meet with Liz, or talk to her?

A. I don't know. I will probably see her in New York at some point.
Q. Did she come down here for this deposition with you?
A. No, I left from Washington, D.C.
Q. And she's not in Washington. She's in New York?
A. I have never seen Elizabeth in Washington. I know she's been in Washington a couple of times. She has a niece, I think one of Pam's kids lives in Washington. I heard she's going down there to see her.
Q. Did you talk with her about this deposition?
A. Only -- in fact, I e-mailed her and said, I'm going down to Charleston on the 28th, so that she would not stress about it. In fact, yesterday, when my plane was delayed, I think I might have -- I might have text messaged her or called her. No, she e-mailed me on Thursday morning saying, I understand -- or, are you snowed in, something like that, are you snowed in, on Thursday morning. And I e-mailed her back once I verified that planes were actually moving out of Reagan Airport that I intended to be on a plane in the afternoon.

Q. What did she tell you about money her father owed her?
A. Oh, she did mention that she felt she was owed some moneys for work she had done or equipment or furnishings she had purchased for the Inn at Quogue, which is one of the properties that I understand that he owned. And I think she felt she had been shortchanged there, but she gave me no specifics about it.
Q. How much money?
A. Probably more than 100,000, but less than 500,000, but I don't know, because she didn't tell me. But I --
Q. Whether there's any merit to that or not, do you know?
A. I don't know.
Q. This thing here, this claim here of debt to Elizabeth's mother's estate, how much money does she want in that?
A. I don't know. And I don't think --
Q. Do you know rough numbers?
A. I don't know. You know, it seems odd that this would have gone on for so many years if it were a substantial sum of money. I don't know. And you keep referring to this as a debt that Elizabeth

expects to get something from. And my understanding is, and I'm not sure why I understand this, but I believe this, that Elizabeth is not just representing her own interests here, but also those of her sisters, at least Pam and Caroline, is it --

MR. KEFALOS: I think it's Katherine.

THE WITNESS: Pam and Katherine. There may be other siblings or half siblings, but I don't know for sure about that.

BY MR. HOOD:

Q. Did you come down for the memorial service for Mr. Murray at the Citadel?

A. Unfortunately, I did not. In fact, I've never been to the Citadel.

Q. Did Elizabeth ask you to come down for it?

A. I don't recall if she did or not. I know that if I had had the ability to come down, I would have been very pleased to come down for that. I have a high regard for the Citadel as an institution. And the fellows I know who have graduated from there or have attended school there have been remarkable guys, good, good remarkable fellows. I have some very close friends who are graduates or former cadets.

Q. Is there any outstanding debt between Elizabeth and you, whether she's lent you money or

you've lent her money?

A. I don't recall any. I don't think there is.

Q. Whether this agreed and initials document with the attached additional pages was, in fact, in front of Mr. Murray, all you know is about Page 6? You didn't read on Exhibit 1 Page 1 through 5?

A. I do not recall reading them or scanning them; I may have at the time at the table.

Q. During this couple minute event --

A. I wasn't there very long. And again, if I had looked at them -- you know, my purpose in being there was to witness his signature on a piece of paper.

Q. You know, I have a hard time figuring out why you graduate from law school, you are licensed in several states to practice, and yet, you go to nursing school; what in the world inspired you to do that?

A. Well, have you ever practiced law in New York? I take it you have not.

Q. Well, a little bit. I've tried cases there, yeah.

A. Okay. Well, I must tell you, the practice of law as a sole practitioner in the city of New York

is not as cordial as it is down here in Charleston.

Q. I've seen that.

A. Yeah. It's not in me. I'm not a knuckle-dragging New York attorney. I don't have any aspirations to be such. I went to law school because it seemed like a good use of my time then to learn about the civilian world, because I've spent all of my life from the time I was 18-years-old as a soldier, either at the Military Academy or serving on active duty. And coming out of active duty, you know, regardless of your political impressions, professional soldiers, sailors, airmen, and marines, are honorable men, they must be, honorable men and women. They have to be, because the things that we deal with are life and death issues for our subordinates and ourselves and our nation.

You go out into the civilian world, and people obfuscate the truth, they quibble, they do things for their own vested self-interest. And often, attorneys are used as instruments to do those kinds of things. And I'm just not adept at doing that. I don't want to pull the wool over anybody's eyes. I'm not a very good advocate on the part of a client that I don't think has a meritorious case. So I'm not cut out for that.

Q. Have you told Elizabeth she doesn't have a meritorious case here?

A. I'm not aware of the details of Elizabeth's case, so -- and it would be beyond me, other than as a friend, to render an opinion about such a thing. I mean, I'm cognizant of the fact that I'm not an attorney in South Carolina, don't pretend to be one, not admitted to the bar here. I would love to consider it in the future, but I would have to study up a bit. Your legal culture here I think is admirable, but I'm getting pretty old in order to do that.

Q. When was the last time you took a bar examination?

A. That would be 1990 in Connecticut, if I remember correctly.

MR. SMITH: About the same time you and I did, Bobby, when we finished law school.

MR. HOOD: About 1990.

MR. SMITH: 1969

MR. HOOD: There you go.

BY MR. HOOD:

Q. So then in the middle of being a nurse, you go work for somebody that owns an apartment building; what's that about?

A. No, no, no, no. Working with Mr. Murray in 1999 or 2000 or so, I had not had the opportunity to go to nursing school or become --

Q. Oh, it was before you went to nursing school?

A. Yes.

Q. Okay. So why were you working for him anyway? You are a licensed practicing lawyer?

A. Yeah, okay, licensed, and practicing at a low level, not aggressively practicing law. Elizabeth, I think, thought, well, I've got this friend here, Gil, who's a good guy, and an honest and ethical guy, and my dad needs help, you know, help that he can trust. And I certainly filled that bill. Whether Mr. Bill Murray ever really trusted me or not, I don't know.

You know, I think one of my regrets in my short life is that, you know, when I worked with Bill Murray, I never felt like he trusted me, you know, to handle his affairs. And that's not a good position to be in. You know, if you have a guy who trusts you to act on his behalf, and you fail him, that's one thing. I never felt that William Murray trusted me.

MR. HOOD: Let's take a pause here. We will go off the video for a minute and take a break.

THE VIDEOGRAPHER: We are now going off the record. The time is approximately 11:39 a.m.

(A recess transpired.)

THE VIDEOGRAPHER: We are now back on the record. Today's date is January 28, 2011. The time is approximately 11:50 a.m. This is Tape Number 2 in the videotaped deposition of Gil Mestler. Please continue.

BY MR. HOOD:

Q. As to Exhibit 2, tell me again where you were when you typed that?

A. I was in my office in what I would refer to as a bunker. It's an old B-52 alert bunker at MacDill Air Force Base just off the taxiway, MacDill Air Force Base, Tampa, Florida.

Q. Okay. And what kind of equipment was being used to type this?

A. It would have been Microsoft Word on a U.S. Government computer.

Q. Okay. And did you do it in draft form before you finalized it?

A. Only insofar as I might have spell checked it and reviewed it before I printed it.

Q. Okay. And did you send it to anyone prior to finalizing it?

A. No, I did not.

Q. Well, we have a situation here where a lot of things have been sent to Liz back and forth, drafts of different things. Did you do that with her on this Exhibit 2 at all?

A. I do not believe so.

Q. And --

A. And I could elaborate on it, if you don't mind.

Q. Sure.

A. I'm not -- everybody has their way of looking at a particular situation. I have my recollection, and I don't want someone else intruding in my recollection of what I perceived. And I know that if I have a vision, if I talk with too many people about that, it's going to change my perception. And to preserve my immediate understanding of what I remember, I tend to always minimize my contact with others where there may be some legal significance to what I've got to say. So it would be very unlikely for me to have taken this and passed it back to Liz, who was also there at the time, and say, what do you think, have I got my facts right, or anything of the sort.

Q. You didn't do that?

A. I don't believe I did. I could say categorically, it would be totally against my nature to do so.

Q. And the computer that you were using in that bunker, is it available?

A. Oh, I'm sorry, it probably wouldn't be, no.

Q. And the disk that was used to draft this, did you keep a copy of it?

A. I'm sure I didn't.

Q. Do you have anything electronic regarding Exhibit 2?

A. I would not. And undoubtedly, those hard drives have been scrubbed. This was done not on a classified computer system, but I would have done it on an unclassified, but government computer system, printed it, signed it, perhaps scanned it in order to send it. But, again, all that would have been done on U.S. Government equipment.

Q. So there's no way we can go back and get the electronic data, the mega data or whatever it is?

A. Yeah, I doubt it. I don't think so. That would be -- I doubt it.

Q. How long ago was it that you did it?

A. March 21st, 2009.

Q. If you were going to try to go back and find that data, where would you go?

A. I would go to the J-6 shop, the communication electronics folks at Special Operations Command Central and say, hey, on this date, something was scanned and sent out from a machine in this room, have you guys got any way of going back and digging that up and --

Q. Who at the Air Force Base can tell us where the computer is located that you used?

A. Well, I don't know now. You know, that was two years ago, almost two years ago.

Q. Well, what would the person's title be? Someone ships out, someone else comes in, what would their title be?

A. Maybe information security officer. There may be -- you know, again, it's beyond my technical knowledge to say whether or not there's a way to do this. I mean, I could say I used the computer that was in this room at that time to draft this for myself. It would have gotten printed at a printer in the hallway outside that office, printed, signed, scanned.

There's a line right here on this thing, which I remember when I printed this going, oh, you

know -- my recollection is the line was something on the printer. It may have been something on the scanner. I just remember being uncomfortable with this line over here and thinking, well, I've got to get this thing out of here. So, you know, I'm not going to spend the rest of my day doing this. This probably took half hour or so total time for me to write it and get it out of here. And, frankly, I can't remember if it was scanned and e-mailed or scanned and faxed. And for that matter, if so, where is the original? You know, where is the original with my signature, my pen and ink signature on it? I don't even know.

Q. I don't think we've seen that.

A. Yeah, I don't know if maybe I just shredded it, because every single thing you would produce in a facility like that, you are not even going to put in the trash, you are going to shred it. So probably the original paper copy of this, even though it's an unclassified document and personal in nature, probably got shredded, in the normal course of events, not -- how would you say, not to obfuscate anything. Again, this is what it is.

When I wrote it at Elizabeth's request, I frankly didn't have any idea that it would become an

exhibit in a court case. You know, I figured, okay, you need my honest statement of what I saw. Who knew it would have ended up being Exhibit Number 2 in whatever this case is called.

Q. Have you ever done any documents that have become court exhibits or documents?

A. I'm sure I have, yeah.

Q. In what capacity?

A. As a military officer, as an attorney, as a human being. I'm sure I have, yeah.

Q. Who was your commanding officer when this was done?

A. Probably Major General Charles Cleveland.

Q. And your immediate supervising officer? Cleveland, he's still alive?

A. He's alive, yeah.

Q. He's the head guy for that base, I guess?

A. No, he's the commander of Special Operations Command Central.

Q. Who was your immediate supervisor at that time?

A. It's hard to say. People moved around quite a bit. And because of my status, I don't get rated by anyone, so I don't have someone that I need to be beholding to in that way.

Q. Well, must have been somebody you stood up and saluted?

A. Oh, yeah, anybody I ranked with, sure.

Q. Who was in the bunker with you that ranked you?

A. Lots of people. Probably at that time it was a colonel by the name of Rosengard who has since retired, and I understand actually from conversation in the airport yesterday, has left active duty.

Q. Where is he living?

A. I have no idea.

Q. What was his first name?

A. Colonel. I don't recall.

Q. Just colonel?

A. We could look him up. We could Google him. He's fairly well-known.

Q. How do you spell his last name?

A. R-o-s-e-n-g-a-r-d.

Q. Any other names you could give me?

A. I could give you a plethora of names. Actually, at that time, the fellow who I worked most closely with was a lieutenant colonel by the name of Douglas Gordon Eadie, E-a-d-i-e, and he is still on activity duty physically located in Qatar, Doha Qatar, but assigned to Special Operations Command

Central.
Q. Doha, Qatar, where is that?
A. It's the capital of Qatar. It's in the Arabian Gulf.
Q. Qatar is a country?
A. It is, Q-a-t-a-r.
Q. Oh, you pronounce it Qatar [kuht-er]. Yeah, I didn't know you pronounce it Qatar [kuht-er].
A. Some people call it Qatar [kah-tahr]. Some people call it Qatar [kuht-er].
Q. The news people call it Qatar [kah-tahr].
A. It's a hot place, physically hot.
Q. You've been there?
A. I have.
Q. Yeah, I haven't. Who were you mailing this to or e-mailing it to?
A. Probably Elizabeth.
Q. Okay. And --
A. I don't -- unless I would have sent it directly to George's law firm. I don't know; do you? I don't recall if it went to Elizabeth.
Q. Well, we can put George under oath, and his wife's got a lot of questions she wants me to ask him any way.
A. I don't mean to draw George into this as a

witness to anything.
Q. I'm not going to ask him any questions. But you sent it, you think, to Elizabeth, is what your thought was?
A. I may very well have. But, again, I would not adjust my statement whatsoever on the basis of what she might have to say about her being a party to this, her having been the person that asked me for it. She asked for my honest recollection of this, and I rendered that.
Q. Did she make any revisions or changes to what you sent her?
A. No.
Q. What was the building number that the bunker was? Identify it for me.
A. I wouldn't have any idea. I don't recall. It's still to this day is the physical site of the headquarters of Special Operations Command Central.
Q. And when you are on the base, how do you get to it?
A. You drive around the bay and pass the golf course, and meander a little bit, and eventually you find a sign that says go over that way.
Q. And the sign has written on it what?
A. SOCCENT, which is the abbreviation for

Special Operations Command Central, S-O-C-C-E-N-T.
Q. Okay. And the printer was in the same place, the SOCCENT?
A. Oh, okay, like a lot of other senior headquarters like that, it has a Judge Advocate General officer, who is an attorney admitted to the bar in one jurisdiction or another that has the mantle of legal authority, you know, as far as expertise within the unit, and he might be a good person to say, hey, we've got a question about can we get some electronic copy of this thing. He might be the right way to go. I don't know. In fact, his office is right down the hall from the fellows who run the computer systems and do all that kind of stuff. So in terms of expeditiously getting some further documentation on this, that might be a route to go.
Q. And the printer was in the same building?
A. Sure, yeah.
Q. And the JAG guy is in the same building?
A. One floor up, yeah, so two-floor bunker.
Q. Who was the JAG guy when you were there?
A. Andre -- Lieutenant Commander Andre -- again, I could go back in the records. He's since left active duty. He's going to a graduate program

at Harvard right now, that's why he left the Navy, unfortunately. But he would have been replaced by another fellow of similar qualifications.
Q. Okay. And did you fax this to someone?
A. I do not recall if it would have been faxed or scanned and e-mailed. I don't recall.
Q. In other words, you did one or the other, but you can't remember which?
A. Right, right.
Q. And your best recollection is it would have gone to Elizabeth Murray?
A. I would say probably I would -- this is probably, I can't swear to this, so if that's acceptable to you, let me venture a guess here that I would have printed it, signed it, scanned it, and e-mailed it out contemporaneously to Elizabeth and whoever the attorneys were who were involved in the matter giving her advice on. But again, I didn't expect this to be an item of evidence; probably should have, but --
Q. What was your e-mail address at that time?
A. Well, I had access to my civilian e-mail through the -- at the bunker, in my recollection. And I don't think I would have used a government e-mail system to send this out. I probably would

have simply used my own personal e-mail address.
Q. Which is?
A. Probably would have used Gilmestler, g-i-l-m-e-s-t-l-e-r, at gmail.com.
Q. Is that still your e-mail address?
A. Yes, yes.
Q. And where is your computer that you use for e-mailing?
A. Well, again, this more likely than not, this would have been e-mailed on my personal e-mail account from a U.S. government computer at MacDill. That computer that I had in my possession at that time at MacDill is no longer -- I don't use it anymore. I use a Mac now. I have a new wife who thought a Mac was a good thing, so I use that.
Q. Where is the old one?
A. I don't know.
Q. Do you have an office somewhere that it would be?
A. No.
Q. Do you have a place where you store all --
A. It's gone.
Q. Do you have a place where you store things?
A. I have a couple of places where I store

things. In Pelham, New York, and in a contemporary's home in Tampa, Florida.
Q. Would you check those locations for that computer?
A. Absolutely, sure.
Q. And then let George know?
A. Sure.
Q. Kefalos. Thank you.
A. Although, again, I distinctly recall writing this at my desk, you know, at my normal government work station, probably in the evening. And I certainly date things the date I do them. So the evening of 21, March 2009, whatever day of the week that was, I would have been sitting at my computer after, if you will, normal duty hours, writing this thing up to fulfill, you know, a request of a friend, Elizabeth, to write this up. I would have written it up. The fact is, my office was immediately next-door to a position that was manned 24/7 for emergency messages that might come in. That's where the printers and scanners were, you know, place manned constantly. So I would have written it, proofed it myself, printed it, signed it, initialed it, scanned it or faxed it from there at that time.

Q. Did you initial each page at the time?
A. It's only a two-page document, right there and my signature there.
Q. Right. Did you do that at the time?
A. Yes.
MR. HOOD: Thank you. Those are all the questions I have.

EXAMINATION

BY MR. KEFALOS:
Q. I have a couple of follow-up. I want to talk with you about what you meant when you said you regret that Bill Murray didn't trust you. Let me ask you this.
A. Okay.
Q. Does that mean that you were not at Hunter's restaurant in that February, Friday, in 2006?
A. Absolutely not. No, I was there.
Q. Does that mean that you did not hear Liz explain the significance of the document to William Murray?
A. No.
Q. Does that mean that you did not hear Mr. Murray say he had already agreed?
A. No, I heard him; I heard him say that.

Q. Does that mean that you did not see him write agree?
A. No, I absolutely saw him write agreed, pause, sit back, lean forward again when I asked him to please sign the document and put his initials.
Q. What did you mean when you said that you regret he didn't trust you?
A. I'm talking about back in the 1990s, from the first time I met him. You know, he was the kind of fellow who, if the stories about him were correct, would have been a very interesting guy to get along with. And you know, again, I had a poor impression of practicing attorneys in the New York area. And I don't mean -- there's certainly a large number of very professional attorneys, but quite a few who are less than ethical in their legal behavior and in their personal lives.
And I felt that Bill Murray would have been a tremendous mentor to me as a developing attorney if I chose to go that route in life. And I was surprised that my perception of his take to me was not one that I felt included absolute trust.
I'm really used to people that I relate to, whether they are superiors or contemporaries or subordinates, having absolute trust and faith in me.

The fact that another person will have absolute trust and faith in you, helps to keep you someone who is deserving of that trust. And I was not -- I held myself responsible for -- whether it was my deportment or my background or something, why would a guy who I respected, William Murray, not trust -- not make me feel like he trusted me to take care of his affairs, his business, his everything.

When I work with somebody, I expect them to be above board in all things. It's just expected. And in the military world, certainly where I have much more life experience, as a matter of course, we expect that until we are proven not to be one who can be trusted. And the fact of the matter is, it's a rare situation where that happens. It does happen, of course. And then you wonder, what is this guy, this person doing in my business.

I always thought that if we are on the same side of a legal activity or a business activity, we ought to be able to trust each other. And I never felt that William Murray thought that he could allow me the free rein to take care of business in the way it ought to be taken care of, whether it was the building on 49th Street, or the property down in Cranbury, or anything else for that matter.

Q. So do you mean to say that trust is like confidence in you?

A. Yes, yeah. Confidence in one's competency in a business is one thing; I mean trust in terms of ethics. In other words, I never felt like he would trust me with his life, with his property, with his family, with those other things that I expect to be trusted with in my life.

Specifically, William Murray had at least one or more somewhat significant trusts that he was the trustee for. And as an attorney working with him, I expected that he would bring me onboard with that activity and allow me to help him with it, to advise him, to help him manage the records, to keep those fiduciary responsibilities above board. And very specifically, he never -- other than I knew where the box was, where the papers went that related to those trusts, I was never given any access to that information; whereas, others who were not attorneys -- not to say that they meant they were less trustworthy -- but others who were not attorneys were.

MR. KEFALOS: That's all the questions I have. Thank you.

MR. HOOD: Thank you. That's all we've got.

THE VIDEOGRAPHER: This concludes today's videotaped deposition of Gil Mestler. The time is approximately 12:11 p.m. We are now off the record.

(The deposition was concluded at 12:11 p.m.)

SIGNATURE OF DEPONENT

DEPONENT: GILBERT MESTLER
DEPOSITION DATE: 1/28/11
REPORTER: KAREN ANDERSEN, CSR, RPR
CASE CAPTION: IN THE MATTER OF WILLIAM E. MURRAY

(Please return both Signature of Deponent pages)

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

PAGE	LINE	CHANGE	REASON

SIGNATURE OF DEPONENT (CONTINUED)
DEPOSITION DATE: 1/28/11
REPORTER: KAREN V. ANDERSEN
CASE CAPTION: IN THE MATTER OF WILLIAM E. MURRAY

PAGE	LINE	CHANGE	REASON

GILBERT MESTLER Date

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

KAREN V. ANDERSEN, RMR
My Commission expires September 14, 2016

CERTIFICATE OF REPORTER

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

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

Witness my hand, I have hereunto affixed my official seal this 3rd day of February, 2011 at Charleston County, South Carolina.

Karen V. Andersen, RMR, CSR
My Commission expires:
September 14, 2016

INDEX

EXAMINATION
Witness Name Page
STIPULATION 3
GILBERT MESTLER
BY MR. KEFALOS..... 4
BY MR. HOOD 25
BY MR. KEFALOS 87
SIGNATURE OF DEPONENT 92
CERTIFICATE OF REPORTER 94

EXHIBITS

Exhibit Page Line
PLF. EXH. 1 ..... 3 11
Letter dated February 9th, 2006
PLF. EXH. 2 ..... 11 21
Letter dated 3/21/09 from Gilbert Mestler

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

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John Hagerty

(INDEX AT REAR OF TRANSCRIPT)

STIPULATION

It is stipulated by and among Counsel that this deposition is being taken in accordance with the South Carolina Rules of Civil Procedure, Rule 30; that all objections as to Notice of this deposition are hereby waived; that all objections except as to form are reserved until the time of trial; and that the deponent does not waive reading and signing of this deposition.

* * * * * * * * * * *

DANA F. FLAVIN, MD
being first duly sworn, testified as follows:

EXAMINATION

BY MR. HOOD:

Q. Good morning, Dr. Flavin.
A. Good morning.
Q. How are you feeling today?
A. A little tired, I'm still jet lagged.
Q. Well, you got in yesterday?
A. I got in yesterday but I came into the US on Friday.
Q. Okay. Well, jet lag ought to be gone by Tuesday.
A. No, Friday.
Q. You got here Friday?

A. No, I arrived in the United States on Friday and I arrived in Charleston yesterday.
Q. I see.
A. Yes.
Q. A deposition's a formal process that you're under oath.
A. Yes, I am aware of that.
Q. Subject to perjury.
A. Yes.
Q. When you're asked a question, we assume you understand that, we assume you answer the question to the best of your ability completely and honestly.
A. Yes.
Q. You have a right to read and sign the transcript to the deposition.
A. Um-hum.
Q. That's your right. You can either do it or not, the choice is yours. Your attorney, Mr. Kefalos, has indicated that you would decide that at the end of the deposition, which is fine with us.
A. Um-hum.
Q. During the course of the deposition if you have a question you should direct it to me.

Now that you've been sworn, during the breaks of the deposition you should not discuss anything about your testimony or why you're here today.
A. Um-hum.
Q. Certainly it's fine to have casual conversation but not about anything dealing with your testimony.
A. Um-hum.
Q. If I ask you a question and you don't understand it, you should let me know that so I can explain the question to you.
A. Very good.
Q. All those preliminary things easy to understand and you follow what I'm saying completely?
A. Everything.
Q. Okay. And when I ask you a question, please answer it with words rather than uh-huh or yes because the Court Reporter doesn't know for sure whether you're saying yes or no unless you really do.
A. Exactly.
Q. Now, you and my client, Bill Murray, were close friends?
A. Yes.

Q. And you had a very high respect for him?
A. Tremendous. Really brilliant lawyer.
Q. And you understand that he hired me to protect his interests, his wishes and his estate?
A. Um-hum.
Q. Do you know that?
A. No, I wasn't familiar with the details on this at all.
Q. Yeah. That's why I'm sitting here. He and his estate are what I represent, okay?
A. Did you represent him during his life?
Q. I did.
A. Oh, good.
Q. He asked me to be sitting right here in circumstances such as this to protect his estate.
A. Um-hum.
Q. In his lifetime.
A. Yes.
Q. He also asked me to make sure any of his beneficiaries that contested anything about his estate would inherit nothing.
A. Um-hum.
Q. Zero.
A. Um-hum.

Q. Um-hum doesn't answer a question.
A. Well, it isn't a question. You were explaining.
Q. Did you know he had that in his Will?
A. I have no idea, I've never seen his Will and I've never asked to see his Will and I have no interest in his Will.
Q. You're correct, you don't, but you had something to an obligation of his estate that is very important to his estate that we need to get to the bottom of here today.
A. Okay.
Q. And we're going to. Did you get involved in the planning and strategy for Pam and Liz, and I'll refer to Pam and Liz as Mr. Murray's children, and you know them by their names?
A. Um-hum.
Q. Their strategy and their plan in the US trust litigation?
A. Absolutely not.
Q. So you didn't recommend to them that they claim that their father was incompetent as early as 1999?
A. I never said anything in regards to any of that and did not involve myself in any of their

private affairs.
Q. Okay. Would that have been true, that he was incompetent as early as 1999?
A. No, I would say from -- I can't judge from 1999 in relationship to competence or incompetent. He was always clear on the telephone when I spoke to him, I was in Germany, and I saw him periodically. He was in my professional opinion competent.
Q. And your professional opinion, what gives you the right to have a professional opinion about his competence?
A. Well, I have to be judging competence of patients on a regular basis to see whether or not they're capable of taking their medication and things along that line.
Q. I see.
A. Mentally clear from his responses, et cetera, and interaction, yes, he was competent.
Q. So if Pam and Liz were claiming he was incompetent, they were lying?
A. I have no idea where they came to any such a statement, I was not involved in it and I knew nothing about it. I cannot judge another person as to what their reasons for anything. I

knew nothing about it.
Q. Well, do you now understand that they will get nothing from any of the trust?
A. I didn't involve myself in their trust or in their financial affairs.
Q. Do you now understand that the court has ruled and the case they brought has been thrown out?
A. I had no idea anything about it.
Q. Did you end your relationship on a pleasant note with Mr. Murray?
A. I never ended my relationship with Mr. Murray, we remained good friends until he died.
Q. Okay. And as early as September of '05 were you aware that Pam and Liz claimed that their father, Mr. Murray, had good days and bad days and was subject to undue influence?
A. I didn't know Pam or Elizabeth in September of 2005.
Q. When did you first know them?
A. I didn't meet Liz until I think it was about the 10th of February when she came up with her father for lunch but it was a late lunch.
Q. The 10th of February is the first time you met Liz?

A. 2006, yeah. 2006. I had never met her before. I had heard her name. Her father had spoken of his girls but I had never had the opportunity to meet her.
Q. And where were you when you first met her?
A. I was at -- at my house in Greenwich.
Q. What was the address?
A. 24 Midway Drive.
Q. Greenwich, Connecticut?
A. Yes.
Q. And what was the occasion?
A. Well, I had invited him up to dinner. I had seen him before for Thanksgiving when I returned to the United States, I moved to Greenwich, and he came to Thanksgiving dinner and I saw him again at Christmastime 2005 and then in February again I invited him to dinner.
Q. Did he ever say anything to you about his estate planning?
A. Actually, he told me about his healthcare. He was very concerned that he was not receiving proper medical healthcare and he asked me if I would help him to find a specialist who I felt was competent and so I did and that was in 2005.

Q. Okay. And when did he ask you in 2005?
A. He asked me must have been around Thanksgiving time if I would help him find someone and I did, I found Dr. Stanley Fahn. Dr. Fahn is one of the top specialists in the world in Parkinson's disorders.
Q. Okay. And prior to February the 10th of 2006 you had never met nor had you ever talked or communicated with his daughters, Pam or Liz?
A. No.
Q. Am I correct?
A. That's correct, I never spoke to them, I never met them. I didn't know them. I only knew of their names from Bill, that was all.
Q. Okay. And who did you invite to dinner on that occasion?
A. I invited Bill and he said his daughter was coming with him.
Q. Which daughter?
A. Elizabeth.
Q. And where was Pam?
A. I have no idea. I didn't know her then.
Q. And where was Helen?
A. Helen was -- must have been at the

apartment but I have no idea. I only knew she didn't come with him.
Q. Was there any reason Helen didn't come with him?
A. Well, Helen didn't usually come with Bill because he would usually not tell them when he was going to visit somebody because he preferred to go alone.
Q. Because what?
A. He preferred to go alone.
Q. Was he physically able to ambulate and walk into your house on that date?
A. Yes. Yes. With a cane.
Q. With a cane?
A. Right.
Q. And did he have any healthcare provider with him?
A. He had Sonny with him.
Q. Who?
A. Sonny. I don't know his last name. He was essentially his assistant but he wasn't a nurse or anything in the medical profession.
Q. His name was Sonny?
A. Yes, but I don't know his last name.
Q. But you don't know his last name?

A. No.
Q. Where did he live, Sonny?
A. I have no idea. New York, I suppose, but he worked for Mr. Murray.
Q. Okay. And if Pam and Liz had claimed that at that time he was incapacitated, incompetent, shouldn't be chairman of any trust, shouldn't be given any responsibility, would they have been wrong?
A. I can't judge for anything other than his mental clarity and competence when I saw him and he was always competent and clear when I saw him.
Q. Which was when?
A. I saw him at Thanksgiving in 2005, Christmas 2005 and in February of 2006.
Q. And after that when did you next see him?
A. I would speak to him on the phone. He returned to South Carolina and I would speak to him on the phone. I don't recall seeing him but trying to call him periodically until I -- until I was asked to come to South Carolina. He requested that I come to South Carolina in 2007.
Q. And how many times did you talk to him

on the phone from February 10, '06 until you came to South Carolina in '07?
A. Many times but not -- I would say probably once every two or three weeks and when he could talk, sometimes he would say that he couldn't talk because there was someone in the room.
Q. And did you record any of these conversations?
A. No. It's illegal to record a conversation, isn't it?
Q. It is, that's why I asked you.
A. Okay.
Q. Have you ever done anything illegal?
A. No.
Q. Have you ever been charged with a crime?
A. No.
Q. Served any time in jail?
A. No.
Q. Had allegations against you of a crime?
A. Oh, once.
Q. And they were?
A. They were that I was practicing without a license in Germany.
Q. And you didn't have a license in

Germany, did you?
A. No, I didn't, and I wasn't practicing.
Q. I see.
A. And I was cleared.
Q. And you were cleared?
A. And it's on my record, right, that I was cleared.
Q. Have you ever been licensed to practice medicine in Germany?
A. No, I'm getting that right now.
Q. I see.
A. I'm putting the paperwork in.
Q. I see. You've been working on that for a few years?
A. Well, they don't allow you to have a license -- they didn't allow you to have a license in Germany without giving up your American passport and I felt my country was too important to give up my American passport and since I love America and wish to be a resident of the United States and even though I travel back and forth I would not give up my passport but they changed the laws in December.
If you're familiar with the laws in Germany and Austria, they required this for anyone that wants a European passport, they must give up

their American passport and you didn't get a license in Germany or Austria without having a European passport. Now you can as of December 2010.
Q. Did you tell Mr. Murray about that?
A. He was -- he was familiar with the situation, yes.
Q. Was he funding some education you were doing to try to get a license in Germany?
A. No.
Q. He never did that?
A. No, he never funded education for me to get a license in Germany. May I add something, a German medical degree cost me 1750 a semester so I paid for it myself.
Q. Okay. And how many semesters did you have to take of courses?
A. It was eight years so approximately two to three semesters a year.
Q. Okay.
A. Tremendous education.
Q. So you've been working on getting licensed in Germany for eight years?
A. Well, I've been also consulting pharmaceutical companies at the same time.

Q. Okay. And have you practiced medicine at the same time?
A. No, I was consulting.
Q. I see.
A. Consulting patients, colleagues and Jewish Pharmaceutical, BASF, several other companies, Novartis and Bristol-Myers Squibb.
Q. In what capacity?
A. Oncology, oncology research and cancer prevention, BA interest in cancer prevention. And I had finished a master's on the effects of nutrients in relationship to cancer prevention and cancer support and so for Novartis I actually developed a new treatment to cure mononucleosis of hepatosplenomegalies and that works in about 24 to 48 hours and it's published and they wanted to patent it so I was collaborating with Novartis on that.
Q. Because it had been patented?
A. Yes, it has been.
Q. What's it's called?
A. It's called combination treatment of viral infections. If you want the PST number, I can ask my patent lawyer.
Q. What's her name?

A. Dr. Sigrid Obenland. She's in Munich, Germany.
Q. And do you have any other medicines or anything else that's patented?
A. Yes, I have a patent pending for a -- for an arthritis treatment, combination treatment for arthritis and we are presently patenting a cream for reversing aging to help support my foundation and we have a hair regrowth formula and an acne formula that we are working on the patents right now.
Q. Okay. So you have -- is the patent in your name or someone else's name?
A. It's in my name.
Q. Are the other applications in your name?
A. Yes.
Q. But they haven't been approved yet?
A. No, the other ones are presently pending. I have a provisional patent and we're shifting it over to a PCT.
Q. Have you ever been involved in litigation?
A. Yes, I have been.
Q. What kind of litigation?

A. I was actually an expert witness for a patient in Germany who was under undue influence and on morphine at the time.
Q. Undue influence and morphine?
A. Yes. That was in Greenwich, Connecticut.
Q. Tell me about that case.
A. That was a case of an African American man who I had known who had asked for a consultation in a particular area that I'm not -- I'm not legally allowed to discuss because it's medical and he called me to tell me that his --
Q. As long as you don't tell me his name, you can answer my question completely.
A. Okay. Well, it was prostate cancer of a patient and he was asked for consultation for nutrition and nutrient support for him.
Q. Okay. What was your role?
A. Essentially as a consultant to him.
Q. Okay. And what year was this?
A. This was in -- let's see, 2000 -- 2008 or 2009.
Q. Did you ever discuss that case with Mr. Murray?
A. No. No, I didn't.

Q. Did you testify in that case?
A. Yes, I did.
Q. In a deposition like you're doing today?
A. No, in court.
Q. In a courtroom?
A. Yes, in Greenwich, Connecticut.
Q. Okay. And what was the substance of your testimony?
A. Essentially to explain the mechanism of the opium patch that the patient had in relationship to the influence that might have on the patient's ability to be competent, first of all, and second of all, to be susceptible to undue influence.
Q. In your opinion had that patient been subjected to undue influence?
A. In my opinion a -- in this particular case a testimonial signed for last Will and Testament one day before the patient died of terminal cancer when there had never been a Testament before and it was signed in support of the children instead of the husband and his property was all taken from him. It's extremely difficult.

Q. So you testified for the wife?
A. No, I testified for essentially to the courts on my professional opinion on the pharmacological mechanisms of morphine on competence and of the ability for a patient to respond to undue influence from the family.
Q. Okay. This was in state or federal court in Greenwich, Connecticut?
A. This was in a local -- local court in Greenwich.
Q. Local meaning state?
A. Yes, Greenwich. But I don't -- I don't know -- you know much better the terminologies of the individual court cases. This was an unofficial preliminary hearing so it wasn't an official court case, it was a preliminary hearing.
Q. Into the cause of death?
A. No, into the questioning of the Will.
Q. Okay. I am going to need to get the name of the person who was the plaintiff in that case and the defendant. I need the caption of the case.
A. Okay. Well, what I can do is call and -- Judge Harper is the name, Judge Harper in Greenwich, Connecticut is the judge, he knows me.

Q. H-A-R-P-E-R?
A. Exactly. He's a local.
Q. How does he know you?
A. He knows me both because of testimonials but also because I've been assisting other individuals in cases in relationship to their parents, support of their parents and help with their parents, so I've met him several occasions and then I've met him politically also.
Q. Was it your opinion in that case that someone had given the patient morphine to kill the patient?
A. No. No.
Q. What did the morphine have to do with the man's demise?
A. Woman.
Q. Or the woman's demise or undue influence?
A. It had nothing to do with demise, it had to do with her ability to answer questions and to respond to a situation of writing a Will.
Q. Tell me about other times you've testified in Judge Harper's court or any other court in the world.
A. No, that was it, just Judge Harper

and --
Q. What's his first name?
A. I don't remember.
Q. Do you have any relationship with him?
A. No, I just call him Judge Harper.
Q. Okay.
A. He knew me because I was also helping the Attorney General Blumenthal in his election who is now Senator Blumenthal from Connecticut.
Q. In what capacity were you helping him?
A. I was canvassing for him and I had volunteered to help out because I felt he was a very good man. He was also looking up health interest and since I am a former health official, I'm very interested in making sure that the health of the constituents, et cetera, is always guaranteed and that everything is done to protect them.
Q. So you would disagree with Pam and Liz that their father was incompetent as early as 1999?
A. Yes, I would.
Q. And you base that upon seeing him at Thanksgiving and Christmas of 2005?
A. Right, and speaking to him on the phone.

Q. And talking to him on the telephone?
A. Right. Right. James, his assistant, knew me well so when I was in New York, we would go to lunch sometimes, Bill and I.
Q. And what years were those?
A. Oh, well, that was 2005 because predominantly I was in Europe and only when I came back from Europe if I were in New York at meetings did I have an opportunity to see Bill but not very often.
Q. When did you first meet him?
A. I first met Bill in 1985.
Q. Okay. Where was that?
A. That was in New York.
Q. Okay. And what -- and how did you all meet?
A. Well, Helen Coley Nauts, who was running the Cancer Research Institute, a foundation in New York, I had met her at one of the -- one of the meetings on cancer and I had been the science assistant to the associate bureau director for toxicology of the Food and Drug Administration so I was covering cancer, cancer prevention and so on. And I was writing a book on cancer and I met Helen and I told her that I had been studying also in

Washington for a degree in nutrient biochemistry because I had found that specific nutrients could play a role in cancer. And Helen suggested since it was graduate school that I speak to Mr. Murray and see about a donation towards the university so that I could continue on doing my research for breast cancer and she said I believe two of his wives had died of breast cancer and that it was a very -- a very important matter for him to support cancer. He did a tremendous support of cancer.

This was what he -- Dr. Olds, whom unfortunately I only knew from his name, he supported, and Jim Watson, whom I met, he supported a tremendous amount of research in cancer and this was one of the reasons that I really, really admired him and all that he had done for all the people that he had helped. And many people did not realize or know how many people and how many individuals he had generously helped for education and so on.

I met one Russian man, young man, who I don't recall his name when I stayed at Bill's apartment with Helen and Bill and this Russian gentleman, I don't even know what year it was, and they put me up in the living room. It was -- it

was fun, very, very interesting, and I -- and he told me -- this young Russian fellow told me that Mr. Murray had supported his education, et cetera, so I was always pleasantly surprised to find out how generous he had been to help other people to get ahead in life. He was a good man.

Q. So you first met him and what month was it in, '85?

A. March.

Q. March?

A. Yes.

Q. Did you all ever live in the same location together?

A. For one day.

Q. For one day?

A. Right.

Q. When was that?

A. Well, Mr. Murray told me that it would be too inconvenient for me to stay at a hotel and he had a huge apartment with several rooms. He had I think two or three bedrooms at least and said that I could stay -- stay there.

Q. When was that?

A. In March, March of '85. I don't recall the exact date.

Q. Okay. Was Helen there also?

A. No. I don't believe he was with Helen, he was -- he was single.

Q. He was single at the time?

A. He was single at the time.

Q. And how long did you stay with him?

A. Just one day.

Q. And never any other occasions?

A. No. No, I mean, I told you I stayed at Helen and Bill's when I was in New York.

Q. Right. And what years were those?

A. I don't recall what year that was. It -- because I was in and out for meetings in US, cancer meetings, so I don't recall when it was.

Q. When did you start having sexual relations with Mr. Murray?

A. I only had one sexual relationship with Mr. Murray.

Q. One?

A. One.

Q. And it got you pregnant?

A. Yes.

Q. And you had a daughter by him?

A. Yes.

Q. And did Liz take your daughter's

toothbrush and have the DNA tested to see if it was his daughter?

A. She asked me to send it in.

Q. Did you do it?

A. Yes, I did.

Q. And did it prove he was the father?

A. Yes.

Q. And where is that document?

A. I have -- I don't know.

Q. Why hadn't you ever come forward with that document?

A. Why should I come forward with the document? I have no reason to come forward with the document.

Q. Okay. I thought from what I studied to get ready for your deposition you had refused paternity testing of Courtney.

A. Well, I didn't feel it was necessary. I had no reason to pursue a paternity testing. I didn't wish to upset my daughter.

Q. Okay. Who did the testing?

A. I don't recall the name of the institution.

Q. And what is the type of test they did?

A. It's a DNA test.

Q. And what was learned from that test?
A. That the DNA test matched and that -- Bill suspected and I knew but I didn't -- I just laughed about it and said, it doesn't really matter, the main thing is she's very smart, very healthy, very happy child.
Q. And did he ever know she was his child?
A. He -- he knew but he wanted proof and I said it wasn't important. And he said it could be to her advantage when she's older. And I said I would rather have the child happy and not be informed or involved in any other -- any other issues and that her happiness was more important than any advantages that she might ever have.
Q. Why would she be unhappy to know that he was her father?
A. Because she was raised by a German man whom she thought was her father and I thought it was her father in the beginning until the child was born and the child was born early and it went back to March and I had been separated from my fiance for about three, four months.
Q. She was born in March of what year?
A. 19 -- no, she was conceived in March and born in January -- January 2nd of 1986.

Q. Conceived in March of '80 --
A. 6 --
Q. '85?
A. '85, right.
Q. And born in? What's her date of birth?
A. I was expecting her in February and I -- when she arrived early but was perfectly healthy and not premature, I couldn't figure out why she was not premature when she was months early and then I went back to March and realized that the charming Mr. Murray, who had no locks on his doors, was the father of the child but I just felt that it was one of these situations that happens that you don't really wish to discuss because you certainly don't want to create any problems or misunderstandings.
Q. With whom?
A. With my husband.
Q. I see. At the time you had sex with Mr. Murray, you were married?
A. No, sir. I was single and I didn't marry until several months later.
Q. I see. How many times have you been married?
A. Once.

Q. And what was the date of your wedding?
A. June 1st.
Q. What year?
A. Of 1985.
Q. And how long were you married?
A. I was married for 20 years.
Q. To whom?
A. Dr. Bernhard Koenig.
Q. Spell that.
A. K-O-E-N-I-G. It's with an umlaut in Germany but they use an E in the United States.
Q. The rest of his name, if you'd please spell it.
A. Koenig Bernhard, B-E-R-N-H-A-R-D, and Koenig is K-O, umlaut or O, E-N-I-G.
Q. And is he alive?
A. Yes, he's alive.
Q. And where does he live?
A. He lives in Germany.
Q. What town?
A. He lives in Munich, Germany.
Q. What does he do?
A. He is a director of LaRoche Pharmaceuticals.
Q. The director?

A. No, he's not the director, he's a director.
Q. Does that mean he's on the board or what does it mean to call him a director?
A. No, that means he runs a department.
Q. Which is?
A. I don't even know the name of his department anymore because they keep changing -- they change things a lot. He originally started in AIDS research, HIV, and then he went on to cancer research and now he's in management but it's most likely related to testing, cancer testing, testing for new products and new chemicals.
Q. Did you have any other children?
A. No.
Q. You've only had one pregnancy?
A. That's right. No, I had three pregnancies.
Q. But no live births?
A. No, no, I had two miscarriages after my daughter was born.
Q. And Dr. -- what's his last name?
A. Koenig.
Q. Koenig. Did he think that Courtney was his daughter?

A. Well, we both did in the very beginning.
Q. And did he raise her as his daughter?
A. Yes, he did.
Q. And does she think he is her father?
A. Yes, she does.
Q. And did she ever think Mr. Murray was her father?
A. She thought he was a godfather.
Q. A godfather?
A. Right.
Q. And did he provide anything monetarily for her during her life -- during his life?
A. He gave her two presents. One was a leather coat when she was in New York, she must have been about 15, and he actually went shopping with us and I was so surprised at how patient he was because I don't think I've ever seen a man patient shopping, especially with him, and she was looking everywhere and she ended up -- she ended up picking a leather coat. And the other time was in December of 2005 when he gave her a laptop.
Q. December?
A. For her studies.
Q. December of '05 he gave her a laptop?

A. Um-hum. Yes.
Q. And where is that laptop now?
A. In Germany.
Q. She still uses it?
A. Actually, I don't know. I know she's had problems with her laptop, she needs a new one.
Q. And you gave your computer to Liz I believe?
A. No.
Q. You didn't?
A. No.
Q. That's not correct?
A. No, it's not correct.
Q. Okay. Where is your computer?
A. My computer is in storage.
Q. Did Liz give you her computer?
A. No.
Q. So neither one of you all gave each other a computer?
A. No.
Q. And where would your computer be in storage?
A. In actually New Haven.
Q. I'm sorry, I didn't hear.
A. New Haven, Connecticut.

Q. New Haven, Connecticut. At which location?
A. It's in PODS.
Q. Okay, what location?
A. If it's there. Some of my things were sold because I'm moving to Germany and so I can't use the computer that I had and I can't use all my electrical equipment so it may have been sold already, I don't know. I have to sell my TV and my treadmill.
Q. The question is very simple. Where is the POD?
A. The POD is in Norwalk.
Q. Say again.
A. In Norwalk -- I'm sorry, at PODS in New Haven, Connecticut.
Q. At which storage facility?
A. It's a PODS storage facility. I don't know the name of it. I don't have it offhand.
Q. Okay. I want to get that computer and have an expert look at it.
A. Okay. Well, if we can find it in the PODS if it's there. Several of my things disappeared while I was moving, an antique chair or couch and I have to see if it's there at all.

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

agreement, is she going to give you anything?
A. I have absolutely no intention of receiving anything from Liz on anything in relationship to any monetary advantages whatsoever.
Q. Well, aren't you totally financially destitute?
A. No, sir, I'm not.
Q. Have you ever had sex with anyone else and claimed some interest in their estate or helped make a claim against their estate?
A. No, sir.
Q. Has your foundations or anyone you've ever worked for?
A. No.
Q. Did you have sex with Mr. Murray for financial gain?
A. No, sir.
Q. Did he compensate you?
A. Mr. Murray did not compensate me for any -- any personal interactions.
Q. He did compensate you?
A. No, he did not.
Q. You never got any money from Mr. Murray?
A. Mr. Murray made a donation for my

research and that was sent to the university but that was all.
Q. Which provided a job for you?
A. No, I was doing research anyway.
Q. And how many hundreds of thousands of dollars were those donations?
A. I think it was about 2500.
Q. 2500 dollars?
A. Yes, sir.
Q. And that's it?
A. Well, later on he gave another donation to the foundation.
Q. How much was that?
A. That was in 2006. That was to cover Parkinson's and he wanted me to use it towards Parkinson's, which I did, and attend a meeting in Washington, DC, which I did, with Dr. Fahn, meeting with Dr. Fahn and many other colleagues.
Q. What was the meeting about?
A. The meeting was about Parkinson's disease and there were tremendous amount of research in relationship to the fact that in Parkinson's disease, which is what I had reviewed, I had given presentations on Parkinson's in India in 1993 for a meeting, and they have a metal

toxicity in the substantia nigra in the brain in Parkinson's patients is known, first of all. Second of all, they showed that the inflammatory condition in a neurological disease is a continuous inflammation. In other words, the patients need to be continuously on antiinflammatory substances to protect their brain.
Q. Does it matter to you in your testimony here today that Pam is very sick?
A. It matters very much. I met her in the summer of 2007.
Q. And what is your understanding of her current condition?
A. It's a very advanced breast cancer disease.
Q. Is it terminal?
A. If she doesn't have the proper treatment, yes.
Q. And has she been getting the proper treatment?
A. She has been getting the conventional treatment and unfortunately it is not -- it is not helping as much as they had hoped.
Q. What grade of cancer is it or what is it called?

A. It's a breast cancer but I did not look at her data or her reports so I can't really go into detail on, I only know that she is not doing well.
Q. And have you had any role as a physician in her care?
A. No. I have been -- I have asked if I can give her some advice to help her out but so far they -- I have not assisted her.
Q. And Liz, she's financially without funds, are you aware of that?
A. I have no idea what her financial situation is.
Q. If she should gain funds, would that be a benefit to you?
A. No, sir, not at all.
Q. And there's no unwritten or oral understanding between you and Liz?
A. No, sir.
Q. About money?
A. No. No, sir, not at all.
Q. Or gain to you or to a foundation?
A. No.
Q. Or some organization?
A. No.

Q. That you will benefit from?
A. No.
Q. Or it will benefit from what she does?
A. No. No, sir.
Q. There's nothing like that?
A. Nothing.
Q. If this was a valid agreement in February of '86 -- February '06 by Mr. Murray, why would he not tell me, his attorney, why would he not tell Edward Bennett, his estate attorney, why would his executor, Hilton Smith, not know about it, why would his daughter not know about it, why would Jim Morrow not know about it, why would Helen not know about it, who lived with him for a long, long time? If this was a real agreement that he knew he was signing and he signed, why would anyone that loved him, cared for him or represented him not know about it from him?
A. I never questioned Mr. Murray's intentions on anything and I have no idea, I cannot answer for him.
Q. Okay. Has Liz told you that she has a burning desire to destroy Hilton Smith?
A. No, sir.
Q. Have you seen that she does?

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 --

or the coroner in South Carolina on his -- at the time of his death.
Q. And you claimed that someone killed him with morphine?
A. I did not claim, I said I suspected that something may be irregular here and I wanted a toxicological report.
Q. Who did you talk to?
A. Joel Sexton.
Q. And did you go see him at his office?
A. No, I spoke to him on the phone. I did speak to the coroner in Charleston, however, and she said, are you accusing someone of murder? I said, I am not accusing anyone of anything, I am merely stating something is awry here and needs to be further investigated.
Q. So all of a sudden in the middle of the night a policeman arrives at Mr. Murray's doorstep, hauls him to the emergency room at Roper Hospital because someone's reported, that is, you, that someone's killing him?
A. No, sir, I'm afraid you have the facts wrong.
Q. That didn't happen?
A. I wasn't even there at the time.

Q. Did you know that happened to him?
A. I found out later on that he had been removed to the hospital.
Q. And then after he had died, someone had his body dug up and sent to Atlanta because it couldn't be done properly in Charleston and his body was chopped up in pieces and an autopsy was done because of you, right?
A. I have no idea why or if they did it or if he were buried, I was -- I was only aware at the funeral that his body was not there and Dr. Sexton said that the best thing to do was to have a complete toxicological report. And Dr. Sexton also said that the only way to be confirmed whether or not there was anything of foul play because of the fact that this had been delayed and delayed and delayed was to do a brain toxocologic report, which was not done to my knowledge or was it?
Q. Did you read the autopsy report?
A. Yes, I did.
Q. Then you ought to know, you're a doctor.
A. Right, but they did not do the brain and the brain should have been done.
Q. So today you don't want to apologize

for accusing Brianna of murder?
A. I never accused anyone of murder, sir.
Q. Helen of murder?
A. I never accused anyone of murder, sir.
Q. Hilton Smith of murder?
A. I never accused anyone of murder, sir.
Q. James Morrow of murder?
A. I made no accusations or allegations, I merely said something was not in order here and I wanted a complete and thorough investigation of it.
Q. Do you want to apologize for what you did?
A. I didn't do nothing wrong, sir. I am a physician and I am a scientist and I had to make sure that there was nothing wrong.
Q. And you did just that, didn't you?
A. I had to do what my medical duty and obligation.
Q. And who was your medical duty to?
A. Mr. Murray.
Q. Why?
A. Because I loved him very much.
Q. Was he a patient of yours?
A. He was a very good friend.
Q. Was he a patient of yours, yes or no?

A. No, he was not.
Q. Did you ever have a physician/patient relationship with him?
A. I had a consultation relationship with him to help and advise him and bring him to colleagues who were confident in Parkinson's disease, which is what I did.
Q. And did you treat him as a physician?
A. No, I did not.
Q. And at the time that you got a consult for his Parkinson's, were you acting as a physician?
A. I was acting as a consultant and advisor to him.
Q. Did you prescribe medications for him?
A. I did not. Dr. Fahn did and his other neurologist but I don't know who they all were.
Q. Did you change the medications they prescribed or that others prescribed?
A. No, I have no legal right to change any medications whatsoever.
Q. Why did you have a medical file on him if he wasn't your patient?
A. Because he wanted me to keep a file on it and because Dr. Fahn and Dr. Severt, with whom I

spoke at Columbia University, had sent me the information on him.
Q. Well, you asked for that after he died?
A. Yes, I did.
Q. Why?
A. Because I wanted to see what the data was in relationship to his medications, et cetera.
Q. For what reason?
A. For what reason?
Q. Yes.
A. To make sure that he had been properly taken care of.
Q. Are you through with your investigation of his murder?
A. I did not -- would you please rephrase that question.
Q. Are you through with your investigation of the alleged murder of William Murray?
A. Am I through?
Q. Yes.
A. In other words, have I completed my investigation?
Q. Yes.
A. I shall always wonder why they never did a brain toxicological report. It will always

be an open question in my mind as both a scientist and a physician. My cousin was the county coroner in Chicago, Illinois and he told me and I was often involved in pathology in evaluating situations. I do not know why a brain toxocologic report was never done.
Q. How many times have you accused someone of killing another human being with morphine?
A. I have never accused anyone of killing another human being with morphine.
Q. Have you ever accused anyone of killing another human being with anything?
A. I have never accused another human being of killing anyone.
Q. Have you ever accused a healthcare provider or a family member of a person not taking proper care of them?
A. No, sir.
Q. Intentionally not feeding them?
A. No, sir.
Q. Allowing them to become sick?
A. No, sir.
Q. Deathly ill?
A. No, sir, although I have heard of it.
Q. This is the only time you've done it?

A. Well, I have not -- I have seen in many situations that in hospice that there is a situation in hospice where the patients are given morphine and they are not fed or given water and the medications are taken away.
Q. Have you complained about that?
A. Actually, I verbalized a disagreement in this with Sally Wildman, a lawyer in Chicago, whose mother was put in hospice at the request of her siblings. She was opposed and the two siblings agreed and therefore her mother was put in hospice. That was to my knowledge the first time I ever realized that hospice would give morphine and would take away medications.
Q. Did you confer with the physician who did the autopsy on Mr. Murray?
A. I only conferred with Joel Sexton, Dr. Joel Sexton.
Q. Did you have any written or oral communication with Dr. Sexton other than what you've just told me or with any other doctor about the autopsy?
A. I had several conversations with Dr. Sexton in relationship to his situation that I wanted to clear up any questions or doubts.

Q. And what would you have wanted to have cleared up about the brain?
A. I wanted to find out whether or not there was an overdose of morphine in the brain. Dr. Sexton informed me that the only way that you can evaluate whether or not a person has received an excessive amount of morphine over a period of time is the brain because he explained to me that in the liver, in the gastrointestinal tract and the heart and other organs that the breakdown in morphine is much quicker but the brain is much slower breakdown and that's why he suggested that there be a toxicological report on the brain.
Q. Have you read the report?
A. Yes, I did.
Q. Okay. Multiple brain sections examined?
A. Right.
Q. Anything confusing about that?
A. No, sir.
Q. Everything was negative?
A. Toxicological. How many months? How many months after his death was the autopsy? I've forgotten.
Q. You didn't like when it was done?

A. It was done much too late.
Q. Have you been board certified in the field of pathology before?
A. No, sir.
Q. Have you ever practiced medicine in the field of pathology?
A. No, sir.
Q. Have you ever determined the cause of death of a human being?
A. Yes, sir.
Q. As a pathologist?
A. No, sir, merely working in pathology under Andy Toman, the coroner of Chicago.
Q. And what year was that?
A. 1974.
Q. '74?
A. Yes.
Q. 37, 8 years ago?
A. Yes, sir.
Q. That was awhile back, huh?
A. I don't forget much, sir.
Q. Did you know this Dr. Kris Sperry, the MD that did the autopsy in Atlanta?
A. No, sir, I never met him.
Q. Autopsy revealed no evidence of injury

or neglect and toxic studies are not contributory. Now, what's confusing about that?
A. Well, there's nothing confusing about that, sir.
Q. There was nothing in the brain found to support your morphine hypothesis, was there?
A. Sir, it would depend on the time difference between when the autopsy was done and the toxocologic report was done. The breakdown of morphine is a relatively short period of time so I don't know what -- exactly how many months that was but I would have to ask Dr. Sexton, who is an expert board certified pathologist, as to what his opinion was, how long would it take for the brain to break down the morphine and I don't think that would be --
Q. You're not competent enough to answer that yourself?
A. I'm not a pathologist, sir, as you mentioned.
Q. You're not medically competent to answer that yourself, are you?
A. I am not a pathologist, sir.
Q. And the fact that the doctor and the estate of course is paying for all of this, fly his

body to Atlanta, paying for the pathology, paying for the report, all because of you and your accusations that someone murdered him?
A. These are not --
Q. Concludes --
A. These were suspicions, they were not accusations, sir.
Q. Are you still making them?
A. I shall always wonder, sir.
Q. Even though the pathologist that looked at his body and his organs because of you?
A. Toxocologic report was the only thing that was important to me and should have been done immediately after his death.
Q. And what this says is that the manner of death is natural. Anything confusing about the word natural?
A. No, sir. Morphine is natural also, sir.
Q. Okay. So you persist about the morphine, you don't want to apologize. And who specifically do you want to accuse of murder?
A. I'm not accusing anyone of murder, sir.
Q. Well, all these people loved Mr. Murray and cared for him for a long time. You weren't in

the picture, you were somewhere in Germany married to someone else.
A. And I spoke to him regularly on the phone.
Q. Imagine how they reacted to what you've claimed, what you put in writing to the medical examiner of Charleston County.
A. Um-hum.
Q. How would you like it if we accused you of murdering somebody --
A. Well, sir --
Q. -- that you loved?
A. I believe that in a situation like this that one has to do duty before emotion and my duty was to be absolutely sure that there had not been something awry in the death of Mr. Murray.
Q. Did Liz put you up to this?
A. No, sir, she did not.
Q. You're under oath.
A. I am under oath and she did not.
Q. Did Pam?
A. No one put me up to this.
Q. You just out of the blue flew into Charleston and came up with it yourself?
A. Yes, I did. I did not out of the blue

fly in to Charleston. As I mentioned before, I had been called by Liz that her father was in a very, very serious state of health and that he had requested that I fly in and I flew in the next day.
Q. And the time you had seen him before flying in for his death week was when?
A. That was in -- it must have been -- I don't even remember which month it was. It was summer.
Q. Well, when did he die?
A. He died in 2007.
Q. Okay. And what month?
A. I believe it was August.
Q. Okay. And you saw him last when?
A. Well, I stayed -- I stayed there for a period of time at Pam's place so that I could go in every day and see him.
Q. Do you realize that this autopsy that the estate paid for, in my opinion a total waste of money --
A. But you're not a physician, sir.
Q. Nor are you. You're a researcher. You're not a practicing doctor.
A. I --
Q. Be honest about it.

A. I'm getting licensed in Germany now that the law's changed.
Q. You could not treat a human being in America or Germany today, correct?
A. I can consult.
Q. Did I say treat or not? Do you understand my words? Very simple.
A. Yes, I do.
Q. Okay. You can't, it would be illegal, you would be practicing medicine without a license?
A. If someone suspected that my death were awry and they were in the medical field and they did nothing about it, I myself would be disappointed and I can honestly say that I did what I felt was my duty and my obligation to Mr. Murray.
Q. You and Liz had total control of what was done by this autopsy, correct?
A. I had no idea what Liz had control over or not, I only requested that this be done.
Q. Do you know that the estate was not allowed to have any input into this autopsy, that it was entirely done by Liz and her lawyers, did you know that?
A. I did not know.
Q. All at your direction?

A. Well, I suggested that they do this under Dr. Sexton's suggestion.
Q. Do you think that the people that loved and cared for Mr. Murray ought to sue you for defamation for accusing them of murder with absolutely no support for it?
A. I never accused them of murder, sir. There is no accusation of murder.
Q. Well, why was his body dug up and flown over to Atlanta and chopped up?
A. Because I wanted to know the cause of his death.
Q. You had no right to know the cause of death, he wasn't your husband.
A. He was a friend.
Q. He was a friend. So anybody in America that has a friend who dies, their body is dug up?
A. He asked me if I would advise him in medical issues.
Q. When?
A. It was part of the medical proxy.
Q. In 19 what, in 2000 what?
A. In 2005.
Q. Okay. He died in what year?
A. Or 2006, actually, and he died in 2007.

Q. No, it was 2005 when you went to see the doctor in Connecticut, you know that, don't you? You've got his records?
A. I'm saying the medical proxy was in 2006, sir.
Q. The what was?
A. The medical proxy was in 2006.
Q. Who wrote that thing?
A. I have no idea. He asked me to witness it. I did not ask him who wrote it.
Q. How many times did Pam or Liz draft that before they handed it -- Liz handed it to him to sign?
A. Mr. Hood, how would I know that when I didn't even know them?
Q. Because you signed drafts of it.
A. I did not receive drafts.
Q. Why when you write to them do you call them sweetie, cutie --
A. I call everybody sweetie and cutie.
Q. -- lovey? Why do you have this affection for someone you don't even know?
A. I met them in -- I met them in 2006, I met Liz, and then I met Pam in 2007.
Q. And they've been your sweetie and cutie

ever since then?
A. Well, I respect them tremendously.
Q. You do? Why?
A. Because they are decent people, because Liz is an extremely intelligent young woman who is very kind, very helpful, very giving and --
Q. How much money has she given you?
A. None.
Q. Why if all of those things does she claim in a lawsuit in New York that her daddy is totally incompetent and shouldn't be running a trust?
A. I can't answer for her, sir.
Q. Well, you just said she was wonderful and she's cutie and sweet and lovey-dovey.
A. I have no idea about her business aspects and business work that she's done.
Q. How about the lawyers, do you all have the same lawyer?
A. Lawyer for what?
Q. Well, start with those in the room. Are these guys here your lawyers?
A. No, sir, they're Liz's lawyers.
Q. They don't represent you?
A. Not that I know of. Are you

representing me?
Q. Have you paid them to represent you, yes or no?
A. No, sir.
Q. Now, how about the guy in New York?
A. What guy in New York, sir?
Q. You tell me. Who is your lawyer in New York?
A. I don't have a lawyer in New York, sir.
Q. Never had one in New York?
A. Not to my knowledge.
Q. Who was the guy that told you how to get to Hilton, go after him?
A. Somebody told me to get to Hilton?
Q. Yeah.
A. Nobody even mentioned Hilton in relationship to anything legal in New York or any lawyers.
Q. How about Don Sharpe?
A. Who is Don Sharpe, sir?
Q. He was your lawyer in New York, told you how to get and go after Hilton and what you're doing here today.
A. I don't know Don Sharpe, sir.
Q. You don't know him?

A. No, sir.
Q. Never heard his name before?
A. No, sir.
Q. Never paid him a fee and never been represented by him?
A. No, sir.
Q. Have you sought any legal advice from anyone about anything connected with the estate of William Murray, his death or the allegations involved in this lawsuit?
A. Joel Sexton from the pathology.
Q. Anyone else?
A. And whom else?
Q. Anyone else in the world.
A. I may have spoken to former lawyers but I don't recall the conversation anymore.
Q. Who were the former lawyers?
A. I don't know, who were the former lawyers?
Q. Slotchiver?
A. Yes. Yes.
Q. Now, they produced a bunch of stuff and cut out stuff. Why did they do that, your e-mails?
A. I have no idea, sir.
Q. Did they ever represent you?

A. No, sir, they did not.
Q. So Steve Slotchiver is not your lawyer, correct?
A. That's correct.
Q. And anything he has of yours is not privileged or private?
A. Not that I know of that he has anything of mine, sir.
Q. Okay. Did you bring documents with you today as we requested?
A. I don't have any documents, sir.
Q. Oh, yes, you do. You have a lot of e-mails, particularly with the Slotchivers.
A. Well, since I don't have my computer and I don't have old e-mails, it's a little bit difficult for me to bring something when I'm living in Germany and I don't even have access to anything.
Q. Now, the computer that would have these e-mails is the one in storage in Connecticut?
A. Actually, no. No.
Q. Which computer would it be?
A. That would have to be my old computer from Midway Drive.
Q. And where is that?

A. Well, that's -- I sold that.
Q. To whom?
A. Some fellow that answered on the Internet. I don't remember who it was. That was about two years ago.
Q. Did you get a receipt?
A. No.
Q. You found him on the Internet? What computer were you using to find him?
A. A Dell, an old Dell.
Q. Where is that computer?
A. I don't know where that computer is.
Q. So we're not ever going to be able to find your computer that has these e-mails to the Slotchivers?
A. Well, not that the -- there were e-mails, that's what --
Q. There are a bunch of them.
A. Yeah. And I thought that you had e-mails.
Q. They have been redacted. We're going to cure that problem.
A. That's good to know.
Q. And then I'm going to take your deposition again.

A. Okay. That's good.
Q. And you'll be available?
A. Yes.
Q. You know, did you find it inconvenient to get on a plane and come to America to give this testimony today?
A. No, sir. I had to take care of things in New York anyway.
Q. And you know the estate's paying for it?
A. I had no idea who was paying for it, I only knew that I wasn't paying for it.
Q. Do you know how much money of the estate that was wasted fighting the US trust case, how many millions of dollars that would have been inherited by your friends?
A. I wasn't involved in that, sir, I don't -- I don't interest myself in other people's business affairs in relationship issues that are not mine.
Q. You never discussed that litigation with Pam or Liz or their lawyers?
A. No.
Q. Do you know who their lawyers were in that litigation?

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. Well, I'd have to check with my lawyer to find out if I can mention this because of the fact that it's a medical issue.
Q. That would be good. What's the name of your lawyer?
A. I didn't have a lawyer representing me, I was only called in as an expert witness under Judge Harper.
Q. Was the hearing closed or was it a public hearing?
A. It was closed.
Q. I'm sorry?
A. Closed.
Q. Why?
A. I was -- I think it was Probate Court.
Q. All courts are open to the public. Why was it not open to the public? What was it about it that was secret?
A. I don't know, sir, you're the lawyer, I'm not --
Q. I'm telling you they're all open.
A. Well, then I guess it was open but I have no idea, I only know that the family was there, I was there and Judge Harper was there.
Q. News media there?

A. No, sir.
Q. That was in '08 you think?
A. I think it was '08 or '09 but I'm not sure. I thought the media couldn't come in a court of law.
Q. They are in courts of law every day all over America, unlike Germany.
A. Um-hum.
Q. We have freedom of the press in this country, don't you remember that from grammar school?
A. I know freedom of the press but I was not aware that they were filming in court rooms.
Q. I didn't say anything about filming. Was someone filming this particular proceeding?
A. No, sir.
Q. Have you ever been filmed saying anything?
A. Yes, sir.
Q. When?
A. For the foundation. I have given presentations around the world in cancer, cancer research, cancer prevention.
Q. What years?
A. Just about every year. I just came

back from a meeting in Italy for complementary alternative medicine where I gave a presentation on reversal of brain tumors and I gave a talk in Germany at the German Society of Oncology.

Q. When was that?

A. That was about three months ago.

Q. These are all recorded?

A. Some are recorded, some are not.

Q. Do you keep copies of the recordings?

A. No. Sometimes they're on my Web site.

Q. I've read your Web site. Is everything on it truthful and correct?

A. Yes, sir.

Q. I'm not going to find some representation by you on that Web site that's not accurate?

A. No, sir. Not to my knowledge.

Q. We'll get back to that.

A. Okay.

Q. What do you know about the Donaldson and the Freeman trust litigation?

A. Nothing.

Q. Did anyone ever talk to you about it?

A. No, sir.

Q. Have you ever claimed you were pregnant

by anyone other than Bill Murray?

A. I don't think I ever discussed it, sir.

Q. The question is pretty easy. Have you ever claimed it, yes or no?

A. No.

Q. Have you ever claimed you were pregnant or you had sex with anyone in return for getting money?

A. No, sir.

Q. When Liz took the toothbrush of your daughter, did you know she had taken it?

A. I sent it in.

Q. You sent it in?

A. Um-hum.

Q. Not Liz?

A. No, she asked me to send it in.

Q. And you did?

A. Yes, sir.

Q. Yet you refused to do it for Mr. Murray?

A. No, because I was not interested in it in relationship to any monetary gain for Courtney.

Q. You refused to do the paternity testing of Courtney, your daughter?

A. Right.

Q. When requested by Mr. Murray, correct?

A. Yes.

Q. When requested by Liz, you did it?

A. Well, she asked me if I would please do this, she felt that it was important.

Q. Why would it be important for Liz to prove her father had another child?

A. I have no idea, sir.

Q. Well, what's her motivation there?

A. I think you'd have to ask her, sir.

Q. Has Liz ever imparted to you her desire to make Hilton's life miserable?

A. No.

Q. Did you read the e-mail she sent you?

A. Well, she said that she wanted fairness and justice.

Q. Fairness and justice?

A. Um-hum.

Q. Prove Daddy has an illegitimate child, prove Daddy is under the influence of other people, prove Daddy is being killed by people, healthcare providers, those are the -- that's the justice she wants?

A. Those are your words, sir, not mine.

Q. But when we read your e-mails we find

they are your words, aren't they?

A. Well, they find that I was extremely suspicious because the morphine was in the refrigerator where everyone had access to it and because Mr. Murray's pupils were not dilated in the dark and when pupils are not dilated in the dark, it's a sign of morphine toxicity.

Q. And you told all that to Joel Sexton?

A. Yes, sir, I did.

Q. And knowing all of that, no one ever accused anybody other than you of murder?

A. I never accused anyone of murder, sir, I said I suspected foul play, I was not sure, but something was awry.

Q. Don't you think what you've done rises to the level for Hilton Smith to sue you for defamation?

A. I have no idea, sir, I'm not a lawyer.

Q. And Helen?

A. I am not a lawyer, sir.

Q. And James?

A. I am not a lawyer, sir.

Q. How about the care providers, what did you accuse them of?

A. I didn't accuse them of anything.

Q. Did you know they were the only ones who had access to medicine?
A. They weren't the only ones, sir, it was in the refrigerator and the refrigerator was open.
Q. Okay. And who were the healthcare providers when you were there the last week of his life?
A. I didn't know all of their names. Walter was a representative of the court, he wasn't a healthcare provider, and Cherry, but I don't know her last name, and there was an elderly lady and I don't recall her name either.
Q. They were all healthcare providers?
A. I believe so.
Q. Now, did you participate with Liz in recording them and trying to get someone to say they did something wrong?
A. No, sir.
Q. Did you suggest that to Liz?
A. No, sir.
Q. Did you give her any ideas of things to ask about?
A. No, sir.
Q. Did she share with you her recordings of those conversations?

A. No, sir.
Q. With the care providers?
A. No, sir.
Q. Do you know where those recordings are today?
A. No, sir.
Q. Has Liz told you it's her intention to contest her father's Will?
A. No, sir.
Q. Has she put that in writing to you?
A. No, sir.
Q. Is it on some of these e-mails that have been blanked out?
A. Not that I know of, sir. I haven't looked at the e-mails at all and I don't know if they're blanked out or not, sir.
Q. Now, when's the last time you treated a human being as a doctor, medical doctor?
A. Well, sir, you have mentioned treated about ten times already.
Q. At least.
A. And I said I was not treating, I was consulting and advising.
Q. And I just asked you something different. Have you -- when's the last time you've

treated as a medical doctor a human being --
A. I have not treated --
Q. -- in your lifetime?
A. -- as a medical doctor because I have not been licensed as a medical doctor.
Q. Okay.
A. I have, however, as a medical student given medications that were required of me to give to patients.
Q. Okay. Did you graduate from medical school?
A. Yes, sir, I did.
Q. What year?
A. In 1999.
Q. From what school?
A. From Leopold Franzens University.
Q. You're going to have to spell that for the Court Reporter.
A. Sorry, it's Austrian. Leopold, L-E-O-P-O-L-D, Franzen, F-R-A-N-Z, as in zebra, E-N-S, as in Sam, University and that's in Innsbruck, Austria, I-N-N-S-B-R-U-C-K, Austria.
Q. Okay. So now you have a medical degree from that school in '99?
A. Yes, sir.

Q. Does it give you the right to prescribe medicine and to treat human beings?
A. No, sir.
Q. What kind of degree is it?
A. It's a doctor of medicine degree.
Q. Okay. And in America do you have any degree that allows you to treat and prescribe medicine?
A. No, sir.
Q. Have you ever met Brianna?
A. Yes, I did.
Q. Who is she?
A. She is according to Bill one of his daughters.
Q. Did you question that?
A. Why should I? I didn't question anything that Bill did.
Q. Okay. When did you first meet her?
A. I met her in Greenwich, Connecticut.
Q. What year?
A. Well, it must have been 2000 -- 2006 because she came in with Liz and I didn't know Liz before that.
Q. Was this at the same time that Liz came to your house, February 10th?

A. No, no, this was much later. This was later.
Q. How much later?
A. Several months at least.
Q. So February, March, April. What month are we dealing with in '06?
A. I don't know. I don't remember. It was warm and we went to lunch, the three of us.
Q. Who was the third person?
A. Brianna.
Q. And you?
A. And Liz.
Q. And Liz?
A. Right.
Q. What was discussed?
A. Her father.
Q. Okay. Anything else?
A. No. We just laughed about his antics.
Q. Do you deny that you discussed with Brianna the Freeman and Donaldson trust?
A. I did not discuss the Freeman and Donaldson trust because I didn't know anything about it.
Q. Have you ever discussed it with Brianna?

A. No, sir.
Q. Are you sure?
A. Yes, sir.
Q. Were you hoping to get any money out of those trusts?
A. No, sir. Would you mind if I go to the ladies' room?
Q. No, not at all. We'll take a break. Remember not to talk to anybody.
A. No, sir.
(A recess transpired.)
BY MR. HOOD:
Q. What's your full name, please?
A. Dana Frances Flavin. Dr. Dana Frances Flavin.
Q. And where does the Dr. come from?
A. Dr.med.univ. is the title for my doctor of medicine degree in Austria.
Q. Obtained in '99?
A. Yes, sir.
Q. What's your date of birth?
A. 6/29/48.
Q. What's your residence -- what is your -- what do you claim as your legal residence?
A. Well, right now my legal residence is

Germany.
Q. What's the current street address?
A. It's Am Bachfeld, A-M, and then Bachfeld, B-A-C-H-F-E-L-D, 12-A, in Berg, B-E-R-G, Germany, zip code 82335.
Q. And do you have a residence in the United States?
A. No, I don't.
Q. Do you hold a voter registration card in America?
A. Connecticut.
Q. And what's the address on your voter registration card?
A. That was at 24 Midway Drive.
Q. What town?
A. In Greenwich.
Q. And do you still have property there in Greenwich?
A. No, sir.
Q. And your driver's license?
A. Is Greenwich, Connecticut.
Q. Same address?
A. Yeah.
Q. Your Social Security number?
A. 333-42-7597.

Q. Now, if you become a German citizen -- are you going to become?
A. No.
Q. You're going to stay an American citizen?
A. Oh, absolutely.
Q. Do you need the equivalent of a Green Card to work in Germany?
A. I have it. I have it in my passport. It's called Aufenhalts Erlaubnis.
Q. It allows you to stay in the country?
A. It allows me to stay in the country, right.
Q. And the CV that you brought with you lays out your education, I guess?
A. Yes, sir.
Q. And your most recent degree you've gotten in America is a nutritional degree from Howard University?
A. Yes, sir.
Q. That was in '86?
A. Yes, sir.
Q. Do you have any relatives or family in America?
A. Yes, sir.

Q. Who?
A. I have a sister in Ohio and a sister in Baltimore and nieces and nephews throughout the United States. My brother just passed away in South Carolina.
Q. Where did he live in South Carolina?
A. Clemson.
Q. What did he do?
A. He was retired.
Q. What did he do when he worked?
A. He was an industrial engineer.
Q. For whom did he work?
A. I don't know, sir, because he was in South Carolina and I was busy.
Q. Right, but when is the last time you saw your brother?
A. About two years ago.
Q. Were you all close?
A. Yes, I loved him very much.
Q. And your two sisters, are you close to them?
A. Well, I don't talk to them that much, I don't see them very often.
Q. I see. What was your brother's name that lived in Clemson?

A. Peter Byers Francis Flavin.
Q. And so your maiden name is Flavin?
A. With an I-S. Yes, sir.
Q. And Flavin is your maiden name?
A. Yes.
Q. And you were born and raised where?
A. I was born and raised in Flossmoor, Illinois.
Q. And your parents, what were their names?
A. Dr. Byron Francis Flavin and Genevieve Kryda Flavin.
Q. What kind of doctor was your father?
A. He was an oral surgeon and a dentist.
Q. Your two sisters, what are their occupations?
A. One is a nurse and the other is retired from NBC in marketing.
Q. Okay. Has there been any family litigation in your family?
A. No.
Q. You have no relatives by blood or marriage in Charleston County?
A. No, sir.
Q. Where does your daughter Courtney live?

A. Courtney lives in Germany, Munich.
Q. Do you speak German?
A. Yes.
Q. Does she?
A. Ja freilich, which means in German, yes, of course.
Q. How many -- how many times over her life did William Murray see Courtney?
A. About four times.
Q. And tell me about each of those.
A. Okay. Well, the first when she was two.
Q. Okay.
A. And I came over for a science meeting that my husband had and then my father passed away so I was heading down to Baltimore and then once when she was older, probably about 14 or 15, and when we went to New York and he took her shopping and then again in 2006 when we went into New York around Christmastime.
Q. 2006?
A. Yes. 2005, I'm sorry. It was 2005.
Q. And that's when you took him to the Presbyterian hospital at the same time period?
A. Yeah. Well, I took him before she

arrived. She arrived for Christmas holiday.
Q. I see. You took him Thanksgiving time?
A. I took him right after Thanksgiving time. I was worried.
Q. Okay. We'll get back into all that.
A. Okay.
Q. That last time he saw her, Christmastime, where did you all see each other?
A. In his office.
Q. In New York?
A. Yes, sir.
Q. Where was his office?
A. Around 78th or 79th.
Q. Okay. And was anyone present?
A. James.
Q. Anybody else?
A. I don't know. He had a secretary too but I can't remember her name who was there sometimes.
Q. And did Mr. Murray ever send any money or do anything monetarily for Courtney or for you?
A. Well, he bought her a laptop, yes. He bought her a laptop.
Q. At that Christmastime?
A. Yes.

Q. Anything else?
A. No, sir.
Q. And you've never had any other relations with any other men other than your husband and the one time with Mr. Murray?
A. That's right.
Q. So there are no other prior spouses or husbands or anything, divorces or anything like that?
A. No, sir.
Q. What is Dancour, LLC?
A. Oh, Dancour, LLC is a company that I started in Delaware in relationship to the face creams so that I could have a -- sell the face creams on the Internet and then have Dancour donate to the foundation so that we could continue supporting the foundation.
Q. Is Dancour still in operation?
A. Yes. There's no money in it but it's still in operation.
Q. You're the principal?
A. Yes.
Q. And it has no money?
A. Nope.
Q. What about Flavin Pharmaceuticals,

Inc.?
A. Ah, that was under the venture capital company United American Ventures in California and they had purchased 55 percent of my patent for an antiviral and that was in 2008 that they purchased that and then they established Flavin Pharmaceuticals as a venture capital company, you're probably more aware than I, they build up a company and then will sell the company and their rights to the patent.
Q. And has that been done?
A. No, unfortunately that was closed down, the United American Ventures was closed down.
Q. And so what --
A. So it doesn't exist.
Q. When was that that it was closed down?
A. That was in January, February of 2010. No, I'm sorry, 2009 I think it was.
Q. Okay.
A. Or 2010. Yes.
Q. What is your means of livelihood? Do you have a stream of income from anything?
A. Yes, I'm actually paid as an assistant to a patent attorney in Germany and I also receive alimony.

Q. From whom?
A. From my ex-husband.
Q. What's his name?
A. Dr. Bernhard Koenig.
Q. When did you all divorce?
A. 2005.
Q. What was the reason for the divorce?
A. He submitted the divorce proceedings.
Q. On the grounds of?
A. He had another woman that he wanted to marry.
Q. This was in what month of '05?
A. August 2005.
Q. Okay. And did he marry the other woman?
A. Yes, he did.
Q. And so you have no spouse since '05?
A. No, sir.
Q. I'm correct?
A. Yes, sir.
Q. So you live by yourself?
A. Yes, sir.
Q. No one's lived with you since '05?
A. No, just guests, people coming in. My daughter came and stayed for a month.

Q. No men?
A. No, sir. No.
Q. And what is I-M-R-A-C, Haus Burkstetten?
A. Oh, Haus Burkstetten, that was the villa I lived in. IMRAC, International Medical Research and Consulting.
Q. What's that about?
A. That was a small company that was involved that I established and involved in consulting.
Q. When was that?
A. God, that was in the '90s. I don't recall exactly the date.
Q. What's the name of the lawyer you consult for?
A. Dr. Sigrid Obenland, the one that I said was my patent lawyer in Munich, Germany.
Q. So you're also a consultant to him?
A. To her, yes.
Q. To her?
A. Yes, she hired me as an assistant to her.
Q. Does she pay you on a monthly basis?
A. She's going to.

Q. But has she paid you anything?
A. Not yet.
Q. Why is she going to pay you and hadn't paid you?
A. Well, because it wasn't starting until the first of July and I had -- I had to move so I was busy with a few things and so we're going to go ahead and get established when I get back. I've been essentially just collaborating with her right now.
Q. I see. And why did you have to move?
A. Because I don't have a -- I don't have a permanent residency in Germany and I want to have a house that I live in myself.
Q. And have you accomplished that?
A. Yeah, I found one.
Q. And what's that address going to be?
A. Number 2 Erbrachweg, E-R-B-R-A-C-H-W-E-G, apologize for the complications of the German, it's a tough language, and that's also in Berg, that same Berg zip code, et cetera.
Q. And Bristol-Myers, what did you do for them?
A. I was a consultant for them for

oncology. Aki von Roy. He was the president of Bristol-Myers Squibb.
Q. Who?
A. Aki. Mr. Joachim von Roy.
Q. In Germany?
A. Yes.
Q. He's not an American?
A. No, he's German.
Q. And he's not the American president either?
A. No.
Q. So this is German Bristol-Myers. And what did you do there?
A. He had asked me to be an oncology advisor for Bristol-Myers Squibb.
Q. Were you paid?
A. No, because as I was supposed to fly up to Brussels, he was -- he was -- they had a shift in the company and he left the company so I didn't -- I didn't follow through.
Q. So you never got hired?
A. No, I never got officially hired but I was an advisor to their colleagues up in Brussels but I wasn't paid for it.
Q. Okay. And that lasted for a month or

two months?
A. About a month.
Q. How about the Novartis Consumer Health, N-O-V-A-R-T-I-S?
A. Novartis?
Q. Novartis. What is that?
A. Novartis is a former branch of Hoffman LaRoche and Novartis Pharmaceuticals, that was the -- he -- the director was Werner Scholler. And if you look, they are on the publication for the first cure for mononucleosis hepatosplenomegalies in 24 hours, that was the child, the son whose life I saved, and then Dr. Steinrock and Dr. Schultie Steinberg's -- Schultie Steinberg's grandson was cured in 48 hours of the hepatosplenomegaly and Dr. Steinrock's son was cured in 36 hours of the hepatosplenomegaly so Novartis wanted to patent the combination therapy.
Q. So what is -- is that a company that you work for?
A. Yes, I did work for them.
Q. Did you get paid?
A. Yes, I did.
Q. How long did you work for that company?
A. About a year.

Q. And that was in Germany what year?
A. That was in Switzerland.
Q. Switzerland?
A. Yeah.
Q. What year?
A. What year was that, 2006? 2006.
Q. You're no longer working for them?
A. No.
Q. And BASF?
A. Yeah. BASF is a German company.
Q. Did you work for them?
A. Yes, I did.
Q. In what capacity?
A. I actually wrote a review on nutrients and nutrition in relationship to cancer prevention for them. They were interested in their vitamins and promoting their vitamins in relationship to cancer prevention.
Q. Were you paid for that?
A. Yes, I was.
Q. How long was that engagement?
A. That was about six months to a year or two.
Q. In what year?
A. That must have been -- let me think.

That must have been '87 because I went over there -- I went over there in '80 -- well, '85 at Christmas time or in the fall, yeah, in the fall, and then I worked with BASF and afterward because I had known them all from all the scientific meetings when I was with FDA.

Q. Did you work for the Nutrition Foundation?

A. Yes, I did.

Q. In what capacity?

A. Science advisor to the president of the Nutrition Foundation.

Q. How long did you do that?

A. I did it for several years. That was 1981 through I think '85 or '84. They merged with the Nutrition Foundation in Atlanta and so the -- then they closed the company but that was -- that must have been '85.

Q. Were you an employee?

A. Yes, sir.

Q. And it's closed since '85?

A. Yes, sir.

Q. And what did you do for the FDA?

A. I was the science assistant to the associate bureau director for toxicology.

Q. And how long did you do that?

A. From 1979 to 1981.

Q. And what was your -- what was your government pay grade?

A. 12.

Q. And your title?

A. Science assistant to the associate bureau director for toxicology, Food and Drug Administration.

Q. And did other employees have the same title?

A. No, sir, nobody. It was an appointment.

Q. And who was your boss?

A. Dr. Albert Colby.

Q. Is he still there?

A. No, he passed away and he left anyway.

Q. Have you ever represented to anyone that you're -- you were a top toxicologist at the FDA?

A. I was a top toxicologist at the FDA but I was not a licensed toxicologist, it was an appointed position.

Q. What made you top?

A. Well, because I was top advisor to the

director of toxicology and it was all under Sandy Miller, and he was under Burry Foods at the time.

Q. And you were dealing with what kind of toxicological matters?

A. Anything that related to foods, food additives, carcinogenic substances in foods or changes in foods in relationship to, for example, hybridization of potatoes will actually increase the carcinogenic capacity. And I wrote articles on soy milk, raw soy milk in relationship to protease inhibitors, was looking into the factors of raw milk on protease.

Q. Have you ever had anything that you've written peer reviewed?

A. All my scientific articles have to be peer reviewed and reviewed by the editors before they can be published.

Q. And have you had anything that you've published in a peer review journal?

A. Yes, sir, I have.

Q. And those are listed in your CV?

A. Yes, sir.

Q. And are you working on anything right now?

A. Yes, I am, sir.

Q. What are you working on now?

A. I am working on the effects of Boswellia serrata in relationship to Herceptin inhibitors in breast cancer, brain metastases, and I'm working on the similarities and correlations of cancer stem cells in cancer stem cells and embryonic cells to look at the effects of teratogen, such as Accutane, which is an acne medication, or Cyclopamine, which is a brand new drug from Bristol-Myers Squibb, in fact, and I'm looking at the possibilities of testing further for chemotherapy combined with teratogens to enhance the effects of the therapy and decrease the amounts of metastases that can come from the chemotherapy.

Q. And for whom are you doing this work currently?

A. For the Foundation.

Q. Which Foundation?

A. Foundation for Collaborative Medicine in Research.

Q. And who owns that?

A. Actually three partners, incorporated originally Washington, DC, 2001, and we were a nonprofit by ONC3, we are now a public charity so the research that I do is for the Foundation for

publications.
Q. Okay. We got the tax returns from that outfit and they're not making any money, are they?
A. No, we have a lot of people that have no health insurance, have no money, and I can't tell somebody I'm not going to advise them or help them if they don't have any money. I think that would be against all ethics in relationship to my oath.
Q. And you're not being paid anything?
A. Sometimes I receive donations to the foundation from some patients, sometimes they'll pay in writing a journalistic article or something.
Q. But no money is being paid to you by that foundation?
A. No, my money is going into the Foundation, sir.
Q. So the tax returns are accurate?
A. Yes, absolutely.
Q. You have no salary?
A. No.
Q. What is a targeted therapist or -- yeah, therapy?
A. Target therapy. Yeah, target therapy is a name that I essentially copyrighted because of

the fact that what I've been looking at is the molecular biology of cancer and which targets in the cancer cells will respond to what inhibitors and which combinations are the best to put together.
Q. How many times did you take the German medical examination?
A. Three times -- four times.
Q. So you flunked it three times and passed it fourth?
A. No, I passed it -- the first one, part one, and part two I kept missing by two or three points. It's German, sir, it's multiple choice. And the student said to me, I don't know how you can do it, we can't even understand the questions.
Q. So Germany doesn't have any doctors, they can't pass this multiple test?
A. Oh, they did, they would eek through but they're better at multiple choice. I've never been good at multiple choice, I'm too analytical.
Q. So you flunked it how many times?
A. Three times.
Q. Did you pass it the last time?
A. Yes, sir. I took it in Austria.
Q. Because you were not successful with

the German exam?
A. Right, I had trouble with multiple choice in the German exam.
Q. But they will let you after having passed it in Austria practice in Germany?
A. Absolutely, because Austria has a different exam. They have instead of -- instead of a multiple choice exam on one day, an oral exam. They have 12 specialty exams so it takes over two years and so every four to six weeks or two months in some cases, for example, internal medicine, it's about 1200 pages for the internal medicine books and so for each specialty exam I had to have an exam.
Q. Did you ever invest in anything, any business, anything, nonprofit or profit venture with Mr. Murray?
A. No.
Q. When did Mr. Murray start living with Helen Flynn?
A. Oh, I don't know, sir.
Q. When did you first meet Helen?
A. I met Helen when I came over to a science meeting but I don't remember what year it was.

Q. Meaning from Germany to America?
A. Yes. And I was supposed to meet him for dinner at his office so I waited at his office and James was there. James should have a record of that. But I waited and waited and he showed up and Helen was with him and he introduced me to Helen.
Q. Was that awkward?
A. No. Why should it be?
Q. Was she nice?
A. She was wonderful.
Q. Did he like her a lot?
A. He appeared to be happy when I first met them. I --
Q. What year do you think that was?
A. I couldn't say. I really couldn't say.
Q. Well, you went from --
A. Might have been -- it might have been 2003 -- it might have been 2003 or 2004.
Q. Okay. And you've told me about when you first met Elizabeth.
A. Um-hum.
Q. That was February the 10th, '06?
A. Yeah.
Q. And you first met Pam the same time?
A. No, sir, I met her -- I met her a year

later.
Q. And how many times have you physically met with each of them?
A. Just once with Pam and Liz had come to dinner a few times at the house when I had other guests, a banker that also went to Wharton.
Q. Where she went?
A. Yeah.
Q. Did they hit it off or start dating or anything?
A. No. No.
Q. You had him because you thought she --
A. Well, because they both were from Wharton and because of the fact that he's an investment banker, an old friend of mine from Greenwich.
Q. I see. What's his name?
A. His -- I don't remember his name, that's terrible. I'm really bad at names, I get this blank. Come on, Dana. I can't believe I can't remember his name.
Q. Well, do you pronounce your first name Dana or Dana?
A. Dana. I just had a blank-out. I can't believe this. Stuart.

Q. Stuart?
A. Stuart, yes.
Q. And what would Stuart's last name be?
A. Let me look it up. You know how in America they always say the first names, in Germany they always say the last names. God, I can't believe I can't remember Stuart's last name. This is embarrassing. Sorry about this.
Q. Well, we won't tell Stuart.
A. Don't tell Stuart. He's 75. Possibly be --
Q. You're going to look it up on your Blackberry?
A. Yes. I can't believe this.
Q. If you type in Stuart, you'll get him.
A. Yes, must be my jet lag.
Q. Does he spell it S-T-U?
A. Ryder.
Q. That's a German name.
A. He's retired, sir.
Q. Was with whom?
A. I don't know. I don't know which bank. I know he was in Asia for several years and then he was in London before that and then in Asia but he was a Wharton graduate and since Liz was a

graduate, I thought it would be nice to introduce the two of them.
Q. How about Mr. Murray's other daughter, Catherine, have you ever met her?
A. Once.
Q. When did you meet her?
A. In South Carolina at the funeral.
Q. Physically at the funeral?
A. Yes.
Q. During Mr. Murray's -- the week before he died?
A. I may have seen her at the apartment but I really don't even remember.
Q. And you didn't make any statement to her that I'm the mother of your father's child --
A. No, sir.
Q. -- Courtney?
A. No.
Q. Or something to the effect that your father and I have a child named Courtney?
A. No, sir.
Q. You never said that to any of his other children?
A. No, sir.
Q. And so have you ever talked to

Catherine at all about anything?
A. No, sir.
Q. You know what's bizarre here to me is Liz and Pam absolutely hate the rest of the family and Bill Murray and their conduct towards Bill Murray and his estate. You loved Bill Murray?
A. Yes, very much.
Q. You have a child by Bill Murray?
A. Um-hum.
Q. Right?
A. Yes.
Q. How are you so friendly and sweet with them rather than the other side of the family that loved him and cared for him?
A. I -- I don't know the other side of the family.
Q. Have you made any effort to get to know Catherine or Hilton or James or Helen, the people that --
A. Helen I sent flowers to when she broke her hip.
Q. That was nice.
A. I send her birthday cards. I sent Bill birthday cards.
Q. Okay. What years?

A. Helen was I think in the hospital in 2000 -- must have been 2006 when she broke her hip.
Q. Okay.
A. And I sent her flowers.
Q. And for Bill's birthdays what years?
A. Oh, I don't even remember.
Q. Well, you all had a relationship and what year was it?
A. '85.
Q. '85. Then no relationship until February the 10th --
A. No, no, no, we -- I would call him a lot, we would converse on the telephone. And when I was in New York I would see Bill but that was -- there wasn't any physical relationship if that's what you're inferring.
Q. Well, why would he see you if there wasn't any physical relationship? He was a man.
A. He loved me.
Q. He loved you so he had sex with you or not?
A. No. Sex doesn't necessarily have to mean love, does it? I know people that love a lot of people too but they don't have sex with them. Depends on the church I guess.

Q. All right. So you had a lot of contact with him between '85 and '06?
A. Um-hum.
Q. The answer is yes?
A. Yes.
Q. And the contact was by telephone?
A. Telephone or when I was in New York.
Q. And --
A. Oh, and in Greece too. In Greece.
Q. You physically saw him in Greece?
A. Yes, he attended a cancer meeting.
Q. Okay. So these occasions when you would see him in New York and in Greece that one time, they were just how are you doing, get acquainted, reacquainted kind of conversations?
A. Yes. He was very interested in the cancer research, as I said, and he had funded a lot of Dr. Kedar Prasad in Colorado's work for cancer. Dr. Prasad was working on vitamin E and I had known him for many, many years because we collaborated while I was at FDA and I met him.
Q. What's his first name?
A. K-E --
Q. Where was he?
A. He was in Denver, Colorado. K-E-D-A-R,

Kedar, Prasad, P-R-A-S-A-D.
Q. Okay. Well, when you first met Bill, he was not married and he wasn't cohabitating with Helen Flynn, correct?
A. Correct.
Q. And so later when he cohabitated with her and never married her, you never were in the picture except by telephone?
A. Well, no, I told you I stayed at their house, their apartment in New York.
Q. One time?
A. Yes.
Q. One night?
A. Right.
Q. He didn't want you to go to a hotel or motel?
A. No. I'm sure that this sounds very unusual for some men but there are men that can have women that they may have known and they remain friends even though they are no longer biblical friendship or relationship and that's essentially how it was. I know he respected my work tremendously and he --
Q. What's biblical mean?
A. Well, biblical according to the

expression is a biblical knowledge of a person would be a physical relationship with them.
Q. I see.
A. And I respected his work tremendously.
Q. Okay. Tell me about any discussions you've had with our friend George Kefalos sitting there next to you. He's not your lawyer so it's not privileged so I have a right to know.
A. Right.
Q. Tell me about it.
A. Well, George said answer each question honestly, directly and to the best of your knowledge and essentially he told me to give as much information as you need.
Q. Okay. And you've been doing that?
A. Yes, sir.
Q. All right. Any other communications with him?
A. No, just one in relationship to the flight and flight time is all.
Q. What did you do to prepare for today's deposition?
A. Essentially I went back through and asked him for the dates and checked back through the papers that I had witnessed since I didn't have

copies of them.
Q. Okay. And what did you learn from looking back at those?
A. I just remembered the day that he was there sitting in the chair in the corner and talking with me.
Q. In the corner?
A. Yeah, there was a -- I had two wingback chairs in my cottage house in Greenwich and he had a favorite one.
Q. Okay. And yet he had only been there once?
A. No, he had been there Thanksgiving. And Thanksgiving, that was the chair he chose. And then when he came again in February, that was the chair he sat in.
Q. Okay. Have you ever had any conversations with Hilton Smith?
A. No, only briefly met Hilton at Bill's bedside when he was dying.
Q. And what was exchanged -- what was said between the two of you?
A. Nothing. Hilton just said to the nurse, isn't it time for Mr. Murray's comfort medicine?

Q. Meaning?
A. Well, I found out later on that comfort medicine is what they call morphine in the south.
Q. Okay. When did he say that?
A. He said that when he came in from a trip, he had been somewhere in Philadelphia or Pennsylvania.
Q. And how long had you been there when that was said?
A. I'd been there in South Carolina for about a week.
Q. So that was the day he died?
A. No, sir.
Q. How many days later did he die after that statement?
A. I don't -- I don't recall.
Q. So you don't know whether he died the next day or?
A. No, it was several days.
Q. Okay. Several days. So you came in at the invitation of Liz?
A. Yes, sir.
Q. And where did you stay?
A. I stayed with Pam.
Q. At Pam's -- where did Pam live?

A. She had a small house.
Q. Where?
A. In South Carolina.
Q. Good.
A. I don't know exactly what the address was.
Q. In Charleston?
A. I think it's right outside of Charleston. It's not in the city itself.
Q. It was her home or did she rent it?
A. I don't know, I didn't ask her.
Q. I see. And who else was staying at Pam's while you were there?
A. Pam's friend, her boyfriend.
Q. What's his name?
A. I don't remember his name.
Q. Is he still around?
A. I have no idea. I didn't ask.
Q. Was he at the funeral?
A. I don't know. I don't remember.
Q. Well, when you got up to go to the funeral, was he there getting dressed going to the funeral?
A. I don't remember whether he went or not.

Q. You went?
A. Yeah, I went.
Q. Did you arrive physically with Pam?
A. I think I rode with Liz but I don't recall whether it was with Pam or Liz. I really don't remember.
Q. Were you with the family in a hearse?
A. No.
Q. In a limousine?
A. No.
Q. Well, did Liz come pick you up at Pam's to take you to the funeral?
A. She was staying there too.
Q. You were both staying there. Anyone else staying there?
A. The dogs.
Q. Whose dogs?
A. Liz's dogs.
Q. How many dogs has she got?
A. She had one and Pam had two.
Q. What kind of dogs?
A. Well, Pam had Schnauzers and Liz had I think it's a Shih Tzu.
Q. Noisy dogs?
A. Well, I didn't even know she had the

dog until it started licking my face around two o'clock in the morning when her daughter had brought the dog in and I woke up at 2:00 in the morning with a tongue in my nose or something about that big.

Q. The tongue or the dog?

A. The tongue of the dog in my nose. The dog came over and started licking my face.

Q. And that was the day of the funeral?

A. No, it must have been a day or two before.

Q. How out of the blue do they invite you down for your father's last week of life?

A. He asked me. That's what Elizabeth said.

Q. Did you ever hear him say that?

A. I didn't hear him say anything, I wasn't there.

Q. Did they want you down to talk to the healthcare providers to try to see if somebody was killing him?

A. No.

Q. Did you make any investigation on your own or at their request with regard to his care?

A. I'm totally on my own. Totally on my

own.

Q. They didn't know you were doing it?

A. Yes, they did, I told them I was concerned.

Q. What exactly did you tell them?

A. That there was morphine in the refrigerator and extremely concerned that his pupils were not dilated in the dark.

Q. How much was in the refrigerator?

A. There was a whole box full of small vials, sir, and it was not locked. When I went to get a glass of milk, I saw it in the refrigerator.

Q. Was it labeled morphine?

A. Yes, sir, codeine -- no, morphine.

Q. Were you casually or were you investigating?

A. No, I wanted to get a glass of milk.

Q. What time of day?

A. I drink milk sometimes in the morning or sometimes at night.

Q. What time of day did you open the icebox?

A. I don't remember, must have been afternoon I guess.

Q. For a glass of milk in the afternoon?

A. Um-hum.

Q. The answer is yes?

A. Yes, sir.

Q. And the milk was in the icebox?

A. Yes, sir.

Q. What else was in the icebox?

A. Food. Different foods.

Q. And where were you?

A. In the kitchen.

Q. Of?

A. Mr. Murray's apartment.

Q. Located where?

A. In Charleston but I don't have the address.

Q. Okay. And who was sleeping in the apartment?

A. Helen was sleeping in the apartment.

Q. Mr. Murray and who else?

A. And then Walter from the courts was there throughout the day and he had caretakers there.

Q. Now, Walter got appointed by the court because of you saying that you were worried about someone giving Mr. Murray morphine, right?

A. To my knowledge Walter told me that he

was appointed by the courts because the courts had taken Mr. Murray out of -- because Mr. Murray had been removed from the hospital in that same evening that he had been put into the hospital.

Q. Because he wanted to be removed. You read the medical records, hadn't you?

A. I don't recall him wanting to be removed, sir.

Q. You don't recall a doctor testifying he wanted to be removed and so he discharged him?

A. No.

Q. There's no reason to keep him, he was perfectly fine?

A. No, sir, I do not recall that at all.

Q. Did you talk to the doctor?

A. No, sir, I did not.

Q. Did you read his report?

A. No, sir, I did not.

Q. So when you closed your medical file on Mr. Murray and wrote to the doctor you had seen back in '05 with Mr. Murray, you got his medical records, right?

A. Right. That was in relationship to his Parkinson's.

Q. But as to the medical file on

Mr. Murray here in Charleston as to the hospital, you never wrote and got those records?
A. No, but I probably should have.
Q. Yeah, you should have. You would have seen there was nothing to be concerned about.
A. Um-hum. So as you say or -- that's -- I shall always wonder.
Q. Do you think it was a good thing in the middle of the night the police because of you went to Mr. Murray's apartment?
A. No, no.
Q. Took him to the hospital?
A. No, no, it had nothing to do with me, sir. I wasn't even aware of this.
Q. You weren't?
A. No, I was not.
Q. Who made them concerned for Mr. Murray if it wasn't you?
A. It must have been Elizabeth but I don't know. I was only called afterwards and then I flew down. I knew nothing about this.
Q. I see. So it was Elizabeth that was questioning?
A. Well, I don't know, sir. You would know better than I. I never looked at any of the

records on this.
Q. Did she tell you she was going to contest how he left his estate?
A. No, sir.
Q. How about Alta Brockington, did you meet her?
A. No, sir.
Q. And when you were here during the week of his death, did you meet Elizabeth's attorneys, Mr. Kefalos, Mr. Baker, anybody else?
A. No, I met the other gentleman.
Q. Mr. Slotchiver?
A. Yes.
Q. And he was a lawyer for them at that time?
A. Yes.
Q. For Liz at that time?
A. Yes.
Q. Okay. And is he still involved?
A. I have no idea, sir.
Q. How many times did you meet with him?
A. Just once.
Q. And where did you meet with him?
A. In Charleston.
Q. At where?

A. At his office.
Q. At his office?
A. Right.
Q. Which is two blocks from where Mr. Murray lived?
A. Yes. Is it? Well, you would know better than I.
Q. I do know. You went to his office?
A. Um-hum.
Q. Which Mr. Slotchiver did you meet with?
A. I don't -- I don't know their first names.
Q. Was he skinny, was he --
A. Older. I met the older one for a few minutes and then I guess -- I don't know whether it was his son or brother or whatever.
Q. Was he heavyset or skinny?
A. He was fit.
Q. There are two -- there's a Mr. Slotchiver, Sr., who is the elder.
A. Right.
Q. And he's probably in his seventies or eighties. Did you meet him?
A. Yes, when I walked in.
Q. Did you talk to him about anything?

A. No, I didn't.
Q. All right. And he has two sons that practice law with him?
A. Um-hum.
Q. And one is slim and one is not slim, he's larger like me. Which one did you talk to?
A. I don't remember.
Q. It would be pretty easy to remember.
A. Yeah, I know, but I just -- I really don't. I remember they were -- they were very charming and very nice and that's all I knew.
Q. Okay. And what was the substance of the conversation?
A. Well, essentially just to meet them.
Q. Just to meet them?
A. Yes.
Q. They're very expensive lawyers just to meet.
A. Well, Liz wanted me to meet with them but I didn't -- we didn't discuss anything.
Q. You met them and nothing of substance was said?
A. No.
Q. Were you asked to sign an affidavit?
A. No.

Q. Make a statement?
A. Hum-um.
Q. Nothing?
A. No, sir. Do you need a coffee?
Q. Have you ever requested -- I'm sorry?
A. Do you need a coffee?
Q. No, I never drink coffee in the afternoon.
A. Want some water?
Q. No. I appreciate your concern.
A. Sorry, this jet lag is killing me and I don't even remember Stuart's name.
Q. We'll stop at any time if you're uneasy or don't feel well.
A. No, I'm just very tired. It's been a very long week.
Q. All right. Do you want to stop because we'll stop if you want to. This is not a torture chamber at all.
A. No, I don't feel that I'm being tortured. I know you're just trying to find out the truths and the facts and I appreciate that very much.
Q. And my obligation is to Mr. Murray, your friend.

A. Yes, I know, sir.
Q. And I have some real problems with the truth and validity of what we're talking about.
A. Well, I'm sure for every situation it always appears that there are more sides than one and that's why you're the lawyer and that's what your job is.
Q. Well, I'm glad you understand that.
A. Yes, sir, completely.
Q. On March the 17th, '09 you wrote a letter to Dr. Fahn, F-A-H-N?
A. Um-hum.
Q. And you refer to Dr. Severt, S-E-V-E-R-T?
A. Severt, yes. That was his assistant.
Q. Okay. And you liked him, the assistant?
A. Both of them were fabulous. Brilliant neurologists, exceptional people.
Q. And the only contact you had with them was in '05?
A. And in '06.
Q. And in '06?
A. Right.
Q. When in '06?

A. It was February, near the end of February.
Q. After Mr. Murray came to your house?
A. Yes. Yes.
Q. Okay. We'll get back to that one. Now, why do you write to this doctor on that date and ask him to send records involving Mr. Murray?
A. On what day, sir?
Q. You're writing him 3/17/09.
A. Yes.
Q. Why are you doing that?
A. Liz asked me if I would procure the documents on his healthcare.
Q. Did she have a medical authorization to do that?
A. No.
Q. Did you have a medical authorization to do that?
A. I as an advisor to him, I asked if I could look at them and they said yes.
Q. Now, he's dead, you're not advising anybody except Liz. He's dead and in the ground.
A. Um-hum.
Q. This is March '09, correct?
A. Yes.

Q. All right. So what you're doing is around the corner here?
A. No, sir, I was just trying to find out what were the medical story behind that because I never got a chance to follow up anyway to see exactly what had he put him on later on.
Q. Well, you didn't have a right to, you weren't a physician treating a patient?
A. No, I was a consultant advising him.
Q. Do you know what HIPAA is?
A. I had permission from Mr. Murray to advise him.
Q. He gave a medical authorization through -- prepared by his lawyer, Edward Bennett, that was in detail and it said nothing but, right, you've seen it, right?
A. I witnessed it.
Q. No, that's not what I'm talking about.
A. Oh, you're not talking about that one.
Q. The one that he did with his lawyer is valid and properly witnessed.
A. That's your statement that it's invalid or valid.
Q. It's totally invalid.
A. I have no idea which is valid and which

is not valid.
Q. Okay. Well, a child can't notarize or witness a medical authorization nor can a treating physician.
A. Um-hum.
Q. And you and Liz were the two people that allegedly seeing the signature?
A. I wasn't treating, I was consulting.
Q. Yet you write this letter as a treating, asked for records?
A. I did not say I was treating.
Q. Well, let's look at the letter. My visit in the winter so that I may close his file.
A. Um-hum. That's right. I keep a file on everyone that I consult.
Q. Okay. And you've produced that file and all that's in it is what you got in response to this letter?
A. Right. That's it.
Q. I accompanied, quote, my patient, yet you're not treating him?
A. Um-hum.
Q. But you're calling him your patient?
A. Right.
Q. That was a lie, wasn't it?

A. That was an erroneous statement, it should have said as a consultant.
Q. Do you understand in South Carolina -- in America when you say my patient --
A. Um-hum.
Q. -- you're making a representation as a medical doctor to another doctor that you are a licensed practicing physician treating a patient and have a right to his records?
A. That was not my intention.
Q. Well, you wanted the records. You had no right under HIPAA to get these records and you knew that but you refer to this as my patient.
A. Um-hum. It was my referral.
Q. Well, it could have been anyone's referral, it could have been Mr. Kefalos' referral.
A. Um-hum.
Q. That doesn't give him a right to the medical records, does it, you know that from going to med school, don't you?
A. Well, I asked for them as -- I referred him to them and I just wanted to close out the papers.
Q. Because Liz wanted you to get them is the real reason you wrote?

A. She asked me if I could get a copy of his medical records and so I said, no problem. I didn't see a problem in it.
Q. Did she pay you to write this letter?
A. No, sir.
Q. Did she promise anything to do this letter?
A. No, sir.
Q. Well, it doesn't make sense.
A. It doesn't make sense to you, sir.
Q. Right.
A. But it makes sense to me.
Q. Have you ever done this for anyone four years after, asked for medical records to close a file?
A. Yes, I have.
Q. When?
A. In Germany.
Q. When?
A. Years ago.
Q. 1960, '70, what are you talking about?
A. No, talking about '90s.
Q. Okay. To close a file?
A. Well, when patients pass away, for example, I need to look at the cause of death and

so on and so forth.
Q. Why is that? Because you're not treating anybody.
A. I'm advising them and we can see the results and the data. I'll give you a perfect example.
Q. I want to deal with Mr. Murray, not some hypothetical patient.
MR. BAKER: Let her answer the question. Let her finish her answer.
BY MR. HOOD:
Q. You can talk all day if you want to.
A. The point is when, for example, my consulting person in Germany passed away after seven years, I had actually given her Boswellia serrata, which is an antiinflammatory, and was able to get rid of a brain metastases in three months.
Q. You hadn't given Mr. Murray anything, he had a lot of doctors treating?
A. Absolutely. I made recommendations for nutrition and nutrients.
Q. And you're not trained to treat Parkinson's disease, which he had, correct?
A. I'm actually educated in neuropharmacology.

Q. Right. Medicine?
A. Medicine.
Q. Right. Chemicals?
A. Well, pharmacological agents are chemicals.
Q. Right.
A. Food is a chemical.
Q. You do not treat nor have you ever treated a human being with Parkinson's disease, correct?
A. No, I have consulted.
Q. It would be illegal for you to treat a human being with Parkinson's disease anywhere in the world?
A. Right, so I consulted him.
Q. Now, you called him my patient.
A. Right. That was obviously a mistake.
Q. You weren't treating the patient?
A. Right.
Q. He's dead and gone?
A. Right.
Q. And yet you are after the fact, a couple of years after the fact saying I want to close a file on my patient, send me the records?
A. Right.

Q. And when you got them, you gave them immediately to Liz?
A. I had copies of them and she wanted a copy of them.
Q. And how did you physically give them to her?
A. I don't remember.
Q. Did you scan them in and e-mail, did you copy them, did you fax them? There's a way you did it. How did you do it?
A. Well, I probably wouldn't have scanned anything, I probably would have just given them to her.
Q. Well, she's in Charleston and you're wherever in Germany?
A. No, that was -- what year was that?
Q. March the 17th, St. Patrick's Day, 2009.
A. Right. And I was in -- in 2009 I was here.
Q. In Charleston?
A. No, sir, I was in -- I was in Greenwich, Connecticut.
Q. She was in Charleston?
A. Yeah. She flew back and forth to New York all the time and drove back and forth to New York all the time.

Q. Seeing you all the time?
A. No, on occasion.
Q. Do you specifically remember how you gave her the records?
A. No, I'm afraid I don't.
Q. And what did you learn from these records?
A. Well, I just -- all I learned was that what medications he was on, which I had already known, which they had already let me know.
Q. And the fact that they wrote mentation on off two and three, what did that mean to you?
A. Well, that's -- those are neurological evaluations. You'd have to ask Dr. Fahn on that, he is the expert in the neurological evaluation test or Severt.
Q. So you don't know what that means?
A. I'm -- I don't do neurological reports.
Q. I didn't -- that's not the question. You know a lot. I'm asking you do you know what those numbers mean?
A. I'm not familiar with their coding score.

Q. Okay. So if when this doctor, Dr. --
A. Severt.
Q. -- Fahn saw Mr. Murray in '05, Mr. Murray was susceptible to undue influence and confused according to this doctor's chart?
A. No.
Q. You're denying that?
A. I deny that. In fact, I will give a quote from Mr. Murray to Dr. Fahn. Mr. Murray said to him, you might think that I'm slow but I'm from Charleston.
Q. Okay. Was he saying that in Geechi when he said it or just saying it?
A. He was just saying it because Dr. Fahn was asking him questions and he would ponder over the questions and then he would give an answer. And I found it very interesting because Bill was always one to not rapidly just answer a question but to contemplate on it.
Q. Okay. And did you gain any useful information in your investigation here of Mr. Murray's demise from these records?
A. No, sir.
Q. Did you read the records and discuss them with Liz?

A. No, sir.
Q. For example, the history and the examination and the assessment and plan are all in longhand. Did you read those to Elizabeth?
A. Did I read them to Elizabeth?
Q. Yes.
A. No.
Q. Did you read them to anyone?
A. No.
Q. Did you learn anything new from reading them?
A. No, only that they had done a very good job at Columbia University and tried to program him properly.
Q. There at Columbia or at the Presbyterian?
A. Columbia, St. Luke's, it's all up together.
Q. So no surprises from these records?
A. No.
Q. Now, they all happened to be at the same time as he's signing a document at your house allegedly February of '06, right?
A. He saw him first in December of '05 and saw him again in the end of -- of February.

Q. Right. He saw him after being at your house and before?
A. Right.
Q. You never got a medical authorization from Mr. Murray for you to get anything nor did Liz ever have one, correct?
A. I don't know about Liz.
Q. You didn't have one?
A. No, I didn't have one.
Q. And she never gave you one if she had one?
A. Didn't know if she had one.
Q. She never gave you one or said she had one?
A. Not that I -- no. No.
Q. Now, was Pam involved in getting these records or just Liz?
A. Just Liz.
Q. Has most of your involvement been with Liz rather than Pam?
A. Oh, I've spoken to Pam on the phone on occasion but not in relationship to this situation, only in relationship to her health.
Q. Okay. Now, if this treating doctor who you were very pleased with concludes that

Mr. Murray had severe memory loss with disorientation, severe impairment handling problems, you would disagree with that?
A. No, I wouldn't disagree with that, I would say that from the situation with Parkinson's disease that it's kind of like fatigue if you're improperly medicated. And when you are improperly medicated, what happens is, for example, Lucky and Sonny said that sometimes either he would get too much medicine or not enough medicine when Helen would give him the medicine because she would get confused. And with Bill, one of the things that I wanted to do was to make sure that he was on the proper medicine, that he wouldn't go through these stages of being fatigued and tired where it wasn't that he was mentally incompetent, on the contrary, but extremely tired and in a state where he wanted to sleep or sit down and not to talk.
Q. Okay. So if Dr. Fahn concluded that Mr. Murray was often disoriented and had little spontaneous speech, you would disagree with that?
A. No, I wouldn't disagree with that.
Q. Okay. So then when he allegedly signed anything at your house, was he also disoriented?
A. No, he was not.

Q. Well, what happened to him in a week or two between signing and seeing this doctor to make him disoriented?
A. One of the things that I noticed, and this is what Sonny had said, was that when he had Sonny or Lucky with him and was gone for the day, he got his medications at the right time and seemed totally normal and did not have these memory problems, he did have speech problems, that was part of the motor problems. However, when he was with Helen, this is why he told me he wanted to have more therapy and he wanted to stay in New York because he didn't feel he was getting enough therapy in South Carolina.
Q. So doesn't all that translate into February 10 at your house he's disoriented because Helen's giving him medicine at the wrong time and she's confused?
A. No.
Q. Why is that not right from what you just said?
A. Because he was gone all day with Sonny and Sonny took care of his medicine.
Q. On February the 10th he was on medicine, how do you know that?

A. Because he was at the house.
Q. He was at your house, what time?
A. The same time he drove up with Bill and Liz.
Q. I see.
A. And he went in the kitchen.
Q. So Sonny is in the house?
A. Yes.
Q. Bill is there, you're there. Anyone else?
A. No. Liz was in the office on the computer, Sonny was in the kitchen and I was in the living room with Bill.
Q. Did you have a printer for your computer?
A. Um-hum.
Q. Your answer is yes?
A. Yes.
Q. And she was changing and revising what she was wanting to get him to sign?
A. No, she was going on her e-mails.
Q. Her e-mails?
A. Yeah.
Q. And she was good at e-mailing and drafting documents for a lot of different people to

sign?
A. I have no idea, sir, I don't know her competence.
Q. Well, then let's get to the next document. Did you write this letter or not, February 23, '09 to Mr. Kefalos, or did Liz write it?
A. Which letter?
Q. It's registered mail to George Kefalos, I'm an old friend of Mr. Murray's.
A. Um-hum.
Q. Reaching back over 20 years.
A. Um-hum.
Q. Did you write this letter?
A. Well, I have to see the letter, sir.
Q. Oh, you're not familiar with it?
A. No.
Q. It's Flavin Document 2. Take your time and read it and I'll use the bathroom while you read it. If you need to, we'll take a break.
A. Okay.
(A recess transpired.)
BY MR. HOOD:
Q. Looking -- to go back a minute before we go to your letter, Flavin 2, it's got two dates

and columns. The first one is June 12, '09. Is that what we think because I can't really read it, this witness, that's correct, isn't it?
MR. KEFALOS: Flavin 2 --
BY MR. HOOD:
Q. This right here. It's got 6/12/05, is that correct?
A. Yeah, it looks like it.
Q. Okay. And the next page it looks a little bit better.
A. Yeah.
Q. You're the witness. I want you to confirm it, not me.
A. All right, yes. You've got the second page, is that it?
Q. Yes, ma'am, I just handed you the second page.
A. Okay. Yeah. Well, it's '05 and it's 6 something but it has to be 12 because we went in December.
Q. Okay. So you went -- oh, I see, you went in December of '05?
A. Right.
Q. So it's some date in December of '05, not June?

A. Yes, sir.
Q. And then the next visit?
A. I think it said D-E-C. That might be D-E-C.
Q. Oh, you think it's written -- I see, D-E-C, just like the next one has got February in the middle, it's 6 December '05?
A. Right.
Q. And then the next one is 28 February '06?
A. Yeah, I can honestly say the way doctors write it's a miracle more people aren't dead.
Q. But for the record the two documents I've read here, the dates are correct?
A. Yes, sir.
Q. Okay. Those were Flavin 1 and 2.
A. Correct.
Q. Now, back to your letter.
A. Yes, sir.
MR. BAKER: Do you want to take a second so we can place an order or what? We'll stop for a minute.
(A recess transpired.)
BY MR. HOOD:

Q. Let's talk about this letter.
A. Okay.
Q. Did you write it or did Liz write it?
A. No.
Q. You didn't help Liz type it up?
A. No, sir.
Q. Like so many things you didn't type it up and say sent to Dana?
A. No.
Q. You don't say Dana? Did she call you Dana or Doctor?
A. She calls me Dana. Some people call me Dana, some people call me Dana.
Q. In Charleston we call it Dana.
A. And my father used to say call me whatever you want as long as you call me to dinner.
Q. That's a good thing to say but then you might question what we're eating so I don't know if I want to call you to dinner. So let's look at this letter.
A. Yes, sir.
Q. You conclude that you consulted with Dr. Fahn in late '05 and we've just -- that was the December visit?
A. Yes, sir.

Q. And then again in February and we established that was February the 8th, two days later Mr. Murray's at your house?
A. Um-hum.
Q. Your answer is a yes?
A. No, it wasn't, it wasn't two days later, the date is wrong on there, it's the 28th, not the 8th. That's a typing error.
Q. Oh.
A. I'm sorry.
Q. There's a typo in your letter. You didn't make that typo, did Liz make that typo?
A. She didn't type it, sir.
Q. Wouldn't that letter help if it was -- this case if it says the 8th rather than the --
A. I have no idea.
Q. -- the real date, the 28th?
A. I have no idea. I only know it was the 28th that we went to Dr. Fahn's.
Q. Okay. We've now got his record.
A. Right.
Q. And it shows clearly the 28th.
A. Right. Right.
Q. Okay. So that's a mistake in your letter. Anything else in the letter that's wrong?

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.

MR. BAKER: George gave it to her.
BY MR. HOOD:
Q. Okay. Now, this one with William Murray at the top, Flavin 13 to 15, did you read that one out loud to him?
A. Yes, I did.
Q. Did he comprehend it?
A. He certainly did.
Q. Why in the world is he doing this when he's already done it?
A. I have no idea. As I said, I never questioned Bill's reason for this.
Q. He was a very smart lawyer?
A. Very smart lawyer.
Q. He knew that he had in place everything he needed for his healthcare?
A. No, he didn't, sir.
Q. Written by him?
A. No, he didn't sir. He did not and he told me he didn't, sir. I am sorry but that's exactly what he said to me.
Q. What was his change that he didn't?
A. He felt that he was not being -- that his needs were not being properly met and he felt that he was not getting the proper healthcare.

That's what he said to me.
Q. Okay. Did you have any verification or confirmation of that from any other source?
A. Only from Dr. Fahn when he was testing him and checking him that obviously he was -- he was blocking in his walking and having trouble with his medications, that's -- when I saw that, I realized that he was -- he needed more guidance in this and that's why I took him to Dr. Fahn. He asked me if I would find him a neurologist and I did.
Q. Did Dr. Fahn change his medication?
A. Yes, he did.
Q. Did it help him?
A. It helped him when he took it and when he received it at the proper dosage.
Q. Okay.
A. But I saw changes in him that indicated that he was not always receiving the proper dosage and that's what Sonny said too. Lucky may have mentioned it also and Lucky mentioned that he was confused sometimes and that was most likely related to Helen getting confused because she was confused and she was -- she was going through some behavioral changes that could have been indicative

of dementia, I don't know, because I never -- I never evaluated her, this is what they told me. And they said that they were having trouble because of the fact that they wanted to take him to therapy, she'd keep him in bed all morning and that she was giving medication, sometimes forgetting it or too much and so this is what -- I was concerned about this because I felt that this was compromising his ability essentially.
Q. Why did you care?
A. As I said, I loved Bill very much, I respected him tremendously for what he had done for so many people for the -- for his help with Dr. Olds, his help with Jim Watson, his support of many, many individuals.
Q. Well, you're not suggesting that Helen did anything intentionally?
A. I don't think Helen did anything intentionally at all, I think she was confused.
Q. Was she like you, devoted to him and loved him?
A. That was my impression.
Q. That's mine too and nothing in between?
A. No.
Q. Did you ever talk to any other doctors

about Mr. Murray's healthcare besides this guy -- the doctor you took him to?
A. I don't recall if I spoke to the other colleague. There was another doctor in New York and I don't recall his name.
Q. Well, let's -- you mention in your letter to the doctor that you liked the doctor in his office when you wrote to get the medical records.
A. Um-hum. Oh, Seabrook -- oh, Dr. Severt. Yeah. Well, they were together.
Q. Right. Dr. Severt and Dr. Fahn?
A. Right.
Q. Any other doctors that you ever had any communication with orally, in writing, by telephone or any way?
A. Not that I recall. I did meet one other colleague but I don't remember his name and that was -- I don't even remember what hospital that was.
Q. Treating Mr. Murray?
A. Yes.
Q. What about the doctor that was treating him at MUSC, did you ever talk to him?
A. No, I never met him.

Q. Have you ever heard of Dr. Bergman?
A. Yes, I've heard of him.
Q. Have you looked up his CV on the Internet?
A. No.
Q. It's thicker than yours.
A. Hmm. That's nice.
Q. Yeah. And he's board certified in things which you are not?
A. Dr. Fahn is also.
Q. Yeah, Dr. Fahn is also. What's he board certified in?
A. Dr. Fahn?
Q. Yeah.
A. He's a neurologist.
Q. So he's a -- he is a board certified neurologist?
A. As far as I know.
Q. Okay. Do you have any reason to question the quality, correctness or accuracy of the care by Dr. Bergman?
A. I was noticing that he was having more runoffs with what they call it, fall-offs, freezing after meals, standing up and not being able to move forward. I was very concerned that he wasn't -- he

wasn't being properly medicated and perhaps because he was in New York and Bergman was down here and didn't get a chance to observe, I don't know. I don't know the reason why but Bill had asked me to find another neurologist for him, that he could get a second opinion and see if he could be helped.

Q. Did Dr. Bergman and Dr. Fahn or Dr. Severt ever communicate together to your knowledge?

A. I have no idea. I don't know.

Q. Did you ever suggest that to any of them?

A. Yes, I did.

Q. To whom?

A. To Dr. Fahn.

Q. What did you suggest?

A. I said, you might want to get the records from Dr. Bergman from South Carolina.

Q. And he never did?

A. I don't know.

Q. Well, you wrote him and asked him?

A. Right.

Q. To get the records on your patient?

A. Right. Right.

Q. Bill Murray?

A. Well, then obviously he didn't.

Q. And you got the records and they didn't include anything from MUSC?

A. No.

Q. Have you ever seen the records from MUSC?

A. No, sir.

Q. And do you know anything about Dr. Bergman and his qualifications?

A. No, I only know Bill asked me to find him another neurologist and I did. I did exactly what he asked me to do.

Q. Okay. He was very sick and he wanted a second opinion?

A. Yes.

Q. That's very common?

A. Yes.

Q. But as to that second opinion and the person you took him to, that person never went further and got his medical records from MUSC?

A. No.

Q. I'm right, correct?

A. As far as -- as far as I know.

Q. And did that doctor you took him to, did they do any lab work, did they draw any blood?

A. I don't think so. I don't think so.

Q. So they looked at him, examined him and talked to him?

A. Right.

Q. And that was it twice?

A. They did rather extensive examining of him too. In fact, Dr. Fahn even had him stand in the hallway and had him close his eyes and see how his balance was, et cetera, et cetera, he was very thorough with him.

Q. A neurological exam?

A. Right.

Q. Which you know nothing because you're not a neurologist?

A. No, sir, I studied neurology, also studied psychiatry in Germany, so yes, I did study neurology.

Q. But not in America?

A. No, I studied neuropsychology in America.

Q. How was Germany -- what did you just say?

A. Psychiatry?

Q. Yeah. Is that -- what was the word you said you studied in Germany?

A. Psychiatry. Neurology. They were part of the medical records for education.

Q. Did those people come around to modern day science in Germany?

A. I would say that in many ways, yes, in general, yes, they are very good. They're very good. They're very thorough but they cover all the international meetings and their top chiefs of their departments, et cetera, and the residents all attend the top international meetings in their disciplines.

Q. Out of curiosity, were any of these doctors that you worked with Nazis during the war?

A. I don't think they would let me know if they were. I think most of them moved off to Argentina.

Q. Yeah.

A. We have a few moving back illegally.

Q. Okay. So what testing and what care was given to Mr. Murray at MUSC, you don't know?

A. No, sir, I don't.

Q. And you've never looked at those records?

A. No, I didn't.

Q. You never sought to ask for those

records on your patient, Bill Murray?
A. No, because Bill said he just wanted another neurologist and another opinion and I didn't feel that it was relevant to go ahead.
Q. Okay. So you're not familiar with the Unified Parkinson's Disease Rating Scale?
A. No.
Q. Now, back to your letter. So far we've got two mistakes. Any more mistakes?
A. Not that I know of.
Q. 11 and 12. Did you know what you were witnessing when you witnessed it? The words you use here are something.
A. Yes. I didn't know before I read it.
Q. And after you read it what did you understand you had read?
A. Well, I had read essentially that what his interests were for his health. And I didn't question Bill when he asked me to witness this, I didn't question him.
Q. Okay. And that was one document. How about the other document, what was your understanding of it?
A. Which is the second document?
Q. Well, one says William Murray, the

other says Daddy.
A. Uh-huh. Right.
Q. What about the one that says Daddy, February 9, '06?
A. Right.
Q. Did you see that before you had him walk in your house?
A. No, I had no idea.
Q. And did Pam print it out or Liz print it out while he was at your house?
A. No, nobody printed it out and I had no idea who wrote it.
Q. Okay. Liz has now admitted to you that she wrote it?
A. Later on she said she did but I had no idea when I first looked at it who wrote it or anything about it.
Q. Now, he signs it in a room where just you are present. You witness it at the time, just the two of you in the room?
A. Yes, sir.
Q. And then Liz witnesses it. How does that happen?
A. Afterwards, I guess.
Q. So you all leave the room or she comes

into the room?
A. I don't remember. I remember him signing it and I remember my signing it.
Q. Why did you put a date under your signature?
A. Because I wanted to make sure the date was recorded.
Q. Why?
A. Well, whenever I sign anything, I want to have a date on it. Don't you think it's a good idea?
Q. Liz didn't seem to think it was a good idea.
A. Well, I did.
Q. Nor did Mr. Murray.
A. Well, they didn't have one on there but I felt it was important under my name. And whenever I sign something, I try to have a date under it so I can try and remember when I did it.
Q. Okay.
A. I found it unusual that he asked me to witness this.
Q. I do too.
A. But he did. And I thought, why me, why not James. And he seemed to think that I was a

nonbiased, nonpartisan individual and he's known me for years, he trusted me and he knew that I cared about him and his health.
Q. But you hadn't seen him in a long time?
A. Well, I'd seen him throughout the winter -- I mean with the -- taking him to the doctors and so on and so forth.
Q. Two times, once before, once after this signing?
A. Right.
Q. That's it?
A. No, I saw him at Christmastime with Courtney, I saw him at Thanksgiving.
Q. One day, two hours, four hours?
A. More like four or five.
Q. Each time or total?
A. Each time.
Q. Christmas day?
A. No, no, no, sir. It was sometime around Christmas but --
Q. Around Christmas?
A. Yeah. James would know.
Q. Have you listened to any other recordings that Liz has of anyone saying anything about any of the things I've been asking about?

A. No, sir. Didn't know she had recordings.
Q. I thought she told you she had recordings.
A. She told me she had recordings of her father when he went into the hospital that he wanted me to come, that was all I knew, but I didn't hear any of it.
Q. Now, what safe place did you put the documents?
A. I put them in my office.
Q. That's a safe place?
A. Well, if you saw my office you will realize that it's a safe place because there's so much stuff in there and so much information, et cetera, and I know where everything is but nobody else does.
Q. Is it as clean as this desk was before we started?
A. No.
Q. So how is it going to be a safe place?
A. Because I have files. I have boxes of files for every single cancer disease and every other disease and the research and the literature and so on, so forth, and they're all marked so this

was in neurology.
Q. So this was put -- his file was put under neurology?
A. Um-hum.
Q. Your answer is yes?
A. Yes, sir. Sorry.
Q. And that was a safe place?
A. Yes.
Q. How big was the neurology?
A. Neurology file?
Q. However many files you had under neurology.
A. I had about -- about 15, 15 files.
Q. 15 files?
A. Yes.
Q. And did that take a box?
A. Yes.
Q. Or more?
A. A box. It's a small box.
Q. And who were the other -- or what were the other items in there besides Mr. Murray?
A. There were articles on Parkinson's disease, articles on heavy metal toxicity in the substantia nigra and some of the literature in relationship to toxicity in Parkinson's disease.

Q. Did you ever learn anything from any of those articles that was significant to the quality of life or health of Mr. Murray?
A. Yes, I did.
Q. What did you learn?
A. Well, I learned first of all that in neurological diseases the inflammation is a chronic inflammation and I had recommended to Mr. Murray that he take certain antioxidants and antiinflammatory substances.
Q. Anything else?
A. Natural.
Q. You told me about that.
A. Diet.
Q. Anything else?
A. Yeah, diet also. I recommended to him for diet blueberries increase stem cell turnover the brain can help to repair.
Q. So we all ought to be eating blueberries?
A. Yes, sir.
Q. Do you eat them every day?
A. I try to eat blueberries as much as possible as long as they're not sprayed or contaminated blueberries.

MR. KEFALOS: I eat them every day.
MR. SMITH: It's obvious.
MR. KEFALOS: Every day.
(A recess transpired.)
BY MR. HOOD:
Q. Why did you add this sentence to your exhibit, to your Flavin 12, why did you add this sentence, I believe he was entirely clear so far as his intentions and will to sign both documents? Who asked you to put that in there and why did you put that in there?
A. Which letter is that?
Q. The one and only letter I've shown you that you've been looking at.
A. Oh, yes. Because he was.
Q. Yeah, but what has that got to do with anything in the world? Who cares in February of '09 whether Mr. Murray was entirely clear and his mind was clear? What's the reason for putting those two or three sentences in there about that?
A. Well, because I wanted to make sure that it was known that he was clear at that time.
Q. Well, who was questioning he wasn't clear?
A. Well --

Q. Other than Liz and Pam?
A. Well, Liz and Pam. I don't know. They -- I put that in because that's how I saw it. Now, you're telling me that Liz was saying he wasn't clear and I am saying he was clear.
Q. Yeah, I'm not telling you that, that's what they put in a court document.
A. Oh, okay.
Q. No, you're telling me from the court document, not that you're saying, right. I rephrase my question. They're telling the court this man is not competent to run a trust.
A. Right.
Q. He doesn't know where he is, he's confused, he has been like this since '99.
A. I didn't agree with them.
Q. Why would they do that? Why would they cost his estate, his family all of the fight and all of the expense, millions of dollars that they would have inherited?
A. Mr. Hood, I can't ask -- I can't answer why somebody does something.
Q. I can't either. There's nothing rational about it to me.
A. I have no idea either.

Q. Did she ever talk to you about it, I'm going to make this as miserable for Hilton and Catherine as I can make it? Because that's what they've been doing.
A. Well, that's --
Q. But you've helped them?
A. I am only trying to tell the story, the truth that I know. I cannot answer for other people, their intentions or why they do things or what they did, it's -- that's not why I'm here, I am merely here to tell you what I know.
Q. What's hard to understand looking at the outside looking in here is that you feel that way --
A. Right.
Q. -- and you loved him and thought a lot of him --
A. Yes.
Q. -- as did other people --
A. Um-hum.
Q. -- yet you're helping the two people that have made his life miserable and basically deteriorated his health enormously --
A. No.
Q. -- by this litigation. Do you know

about that?
A. No, sir, I do not.
Q. Did they ever tell you how much they were deteriorating his health by accusing him of being incompetent to be a trust?
A. No, sir.
Q. The chairman of a trust?
A. No, sir.
Q. Have you read the pleadings? Because it's right there in black and white where they say all this, not Bobby, I'm not saying it, it's them that say it.
A. I hear you but I don't have access to this.
Q. Doesn't that offend you that they would do this to their father that you loved?
A. I wasn't there.
Q. Well, you're here today.
A. I'm here today but I did not know about the details of the information.
Q. Well, it's pretty bad. Does that change your way of looking at this situation?
A. Sir, I am not here to evaluate Liz, Pam or the entire family, I am only here to tell you that I witnessed this and that was what Bill wanted

and that's exactly what I did.
Q. Okay. Now, you go on to say, and Liz called me to ask if I still had the documents. Why would you in '09 have documents that go back to '06 on a dead man?
A. Because I kept them in my files.
Q. Well, they didn't have anything to do with his Parkinson's.
A. No, but Bill wanted me to keep a copy.
Q. So you didn't have the original, you had a copy?
A. Well, I don't know -- no, I had the original. I didn't have the copy.
Q. You said Bill wanted you to keep a copy?
A. Well, I meant keep the copies that he had signed essentially.
Q. So you were the custodian of the original?
A. Yeah.
Q. Not his lawyer?
A. No.
Q. Not him?
A. No.
Q. Not Liz?

A. Hum-um.
Q. The answer to all those questions are no?
A. No, sir.
Q. Just you?
A. Yeah, just me.
Q. Well, then why do you need Liz's approval? Why is Liz in control of what you're doing?
A. Liz isn't in control of what I'm doing.
Q. That's what you said, I'm happy to give this over to you after having received Elizabeth's approval.
A. Well, I didn't --
Q. Why is she controlling you?
A. She wanted me to send it off.
Q. To whom?
A. She's not controlling me. To Mr. Kefalos.
Q. George is okay. We know who you're talking about.
A. Okay.
Q. Now, did you send it to him?
A. I sent it to you, didn't I?
MR. KEFALOS: Yeah.

THE WITNESS: Yes.
BY MR. HOOD:
Q. Was that another letter or was it this letter?
A. I think it was this letter, wasn't it?
MR. KEFALOS: I'm sorry, what are you talking about sending it to? There was a registered mail letter.
BY MR. HOOD:
Q. This letter is registered mail and you write, I am happy to give this over to you after having received Liz's approval. Now, when did you give it to him? Because you're not sending it with this letter.
MR. KEFALOS: It did come with the letter.
MR. HOOD: It came with the letter?
MR. KEFALOS: It came with the originals.
BY MR. HOOD:
Q. Now, let's look at the original. Is that your signature on that letter?
MR. BAKER: That's what, Flavin Number 12?
MR. HOOD: Flavin 12.

MR. KEFALOS: But it's not Bates stamped but it is Flavin 12.
MR. BAKER: That's the original of it?
BY MR. HOOD:
Q. Is that your signature?
A. Yes, sir.
Q. Any doubt in your mind?
A. No.
Q. That's it, that's the way you sign your name?
A. Right.
Q. And you put MD after your name?
A. Yes. It's Dr.med.univ, however.
Q. What does that mean?
A. It's a doctor degree in Austria for medicine so it's a medical degree but it's a doctor of medicine.
Q. How long have you been putting MD after your name?
A. Ever since I got back to the States when nobody knew what Dr.Med.Univ. And then I had a long talk with Hornblower and Weeks and he said, you can't do that, you have to put Dr.Med.Univ., ever since that.
Q. What did this have?

A. That has MD.
Q. And that's wrong?
A. That's equivalent to a Dr.Med.Univ. for the United States but it's the official title in Germany is Dr.Med., Doctor of Medicine. Dr.Med.Univ. is what it's called.
Q. When you signed this in '09, you did not qualify that you were not a medical doctor to Mr. Kefalos, did you?
A. I didn't say I was, sir.
Q. You signed it an MD?
A. Well, I have a medical degree, sir. That is my official medical degree.
Q. Does that degree say you are a medical doctor?
A. Yes, it does.
Q. Which degree is that that gives you that status?
A. That's Dr.Med.Univ. from Leopold-Franzens University.
Q. What year?
A. 1999.
Q. Okay.
A. The last page I think on there.
Q. Okay. Why did you send this letter by

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Q. What is the impotency cream?

A. Impotence cream?

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

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

Q. Do you?

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

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

THE WITNESS: Arginine.

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

MS. CRAIG: Are you still on the record?

MR. SMITH: Keep on the subject,

e-mail.

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

BY MR. HOOD:

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

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

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

A. Yeah, should.

Q. And what would I find?

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

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

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

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

A. No, sir.

Q. Has Courtney?

A. No, sir.

Q. Has anyone to your knowledge?

A. No. I have no idea.

Q. To your knowledge?

A. To my knowledge, no, sir.

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

A. No.

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

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

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

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

Q. What?

A. Flavin Koenig is my --

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

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

Q. Are you actively doing any research right now?

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

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

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

Q. And do you get paid a salary there?

A. No, I don't.

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

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

Q. And that was to whom?

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

Q. Dr. Sexton. Anybody else?

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

Q. Who is that person?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Q. Talking about eyes, did Bill have cataracts?

A. He did have cataracts, I believe so.

Q. Did he have macular degeneration?

A. Yeah, partial.

Q. And was he able to see?

A. Yes.

Q. The last year of his life?

A. Yes.

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

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

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

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

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

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

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

A. I did see him.

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

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

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

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

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

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

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

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

Q. He had a myocardial infection, a

myocardial intestinal fibrosis?

A. Um-hum.

Q. Throughout his body?

A. Right.

Q. His blood clots --

A. Hardening of the arteries.

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

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

Q. His kidneys were all messed up?

A. Um-hum.

Q. That's a yes?

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

Q. Chronic ischemic colitis, what is that?

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

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

Q. Not a good thing?

A. Not a good thing, no.

Q. Pancreatic fibrosis?

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

Q. And he also had renal problems?

A. Yes.

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

A. Inflammatory disease of the thyroid.

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

A. Um-hum.

Q. Which kills people?

A. Yes.

Q. The right kidney had complications?

A. Um-hum.

Q. Which kills people?

A. Um-hum.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Please return both Signature of Deponent pages)

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

PAGE	LINE	CHANGE	REASON

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

PAGE	LINE	CHANGE	REASON

_____
DANA F. FLAVIN, MD Date

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

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

CERTIFICATE OF REPORTER

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

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

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

_____

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

INDEX

	Page	Line
DANA F. FLAVIN, MD	3	11
EXAMINATION BY MR. HOOD	3	13
EXAMINATION BY MR. KEFALOS	366	25
SIGNATURE OF DEPONENT	387	1
CERTIFICATE OF REPORTER	389	1

EXHIBITS

EXH. 1, E-mail chain dated 2/16/06 to pammurray1021@yahoo.com from MizLiz1011	238	16
EXH. 2, Handwritten document entitled Notes for: William E. Murray. FLAVIN000041	255	25
EXH. 3, Xeroxed file folder label entitled Dr. Dana Flavin, Re: Neglect, with attached e-mails, EEM000905 - EEM0000907	309	19
EXH. 4, E-mail dated 8/5/07 to slotchivers@aol.com, walterkaufmann@bellsouth.net and dana_fk@hotmail.com from Dana Flavin-Koenig	344	24
EXH. 5, Letter dated 2/9/06 to Dear Daddy from Elizabeth, with attachments, FLAVIN000016 - FLAVIN000033	366	17
EXH. 6, Document entitled William E. Murray, FLAVIN000013 - FLAVIN000015	366	21
EXH. 7, Curriculum Vitae, with attachments	370	25

STATE OF SOUTH CAROLINA IN THE PROBATE COURT
COUNTY OF CHARLESTON CA NO. 2007-ES-10-1116

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

DEPONENT'S COPY
TO READ & SIGN

DEPOSITION OF: JEFFREY H. YOUNG

DATE: January 20, 2009

TIME: 9:30 a.m.

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

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

REPORTED BY: PATRICIA THOMPSON-MORRISON
Registered Professional Reporter

A. WILLIAM ROBERTS, JR., & ASSOCIATES
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Page 2

APPEARANCES OF COUNSEL:

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(INDEX AT REAR OF TRANSCRIPT)

Page 3

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

Page 4

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

Page 5

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

Page 6

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

Page 7

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

Page 8

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

Page 9

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

Page 10

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

Page 11

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

Page 12

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

Page 13

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

Page 14

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

Page 15

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

Page 16

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

Page 17

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

Page 18

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

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

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

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

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

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

A. No.

Q. Have you spoken with anybody about this deposition?

A. No, ma'am.

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

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

Q. You indicated that you looked at a calendar

Page 19

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

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

Q. Where is Pam's house?

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

Q. Are you referring to Pam Murray?

A. Yes. I knew them well.

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

A. Pam and her significant other, Larry Bump.

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

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

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

A. No, ma'am.

Q. Do you know Elizabeth Murray?

A. I've met her one time.

Q. When did you meet Elizabeth Murray?

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

Page 20

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

(Discussion off the record.)

BY MS. CRAIG:

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

A. 248-02-6128.

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

A. Traffic things count where --

Q. No, sir.

A. No, ma'am.

Q. Other than traffic violations.

A. No, ma'am.

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

A. No, ma'am.

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

A. Meridian Place.

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

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

Page 21

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

Q. That was in 2003?

A. Yes, ma'am.

Q. And do you own this house?

A. Yes, ma'am.

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

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

Q. Do you know when they moved?

A. A year ago.

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

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

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

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

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

Q. Did anybody accompany Pam Murray when she

Page 22

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

Page 23

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

Page 24

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

Page 25

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

Page 26

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

Page 27

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?

Page 28

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

Page 29

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.

Page 30

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

Page 31

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

Page 32

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

Page 33

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

Page 34

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

Page 35

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

Page 36

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

Page 37

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

Page 38

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?

Page 39

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 myself.

Page 40

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.

Page 41

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

Page 42

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

Page 43

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

Page 44

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

Page 45

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

Page 46

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

Page 47

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

Page 48

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

Page 49

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

Page 50

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

Page 51

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

Page 52

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

Page 53

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

Page 54

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

Page 55

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

Page 56

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

Page 57

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

Page 58

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

Page 59

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

Page 60

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

Page 61

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

Page 62

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

Page 63

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

Page 64

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

Page 65

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

Page 66

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

Page 67

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

Page 68

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

Page 69

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

Page 70

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

Page 71

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

Page 72

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

Page 73

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

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

THE WITNESS: Yes.

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

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

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

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

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

SIGNATURE OF DEPONENT

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

PAGE	LINE	CHANGE	REASON

_____

JEFFREY H. YOUNG Date

CERTIFICATE OF REPORTER

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

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

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

_____

Patricia Thompson-Morrison
Registered Professional
Reporter

INDEX

Page

EXAMINATION
By Ms. Craig..... 3

Signature of Deponent..... 75
Certificate of Reporter..... 76

(No Information Requested.)

EXHIBITS

Page Line

DEFENDANT'S EXH.

YOUNG 1 Amended Notice of Deposition..... 74 4
YOUNG 2 Letter, 6/21/07..... 74 6
YOUNG 3 Letter, 1/6/09, to J. Young from M. Craig.... 74 8
YOUNG 4 One-page typewritten document..... 74 11

SIGNATURE OF DEPONENT

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

PAGE	LINE	CHANGE	REASON

_____

JEFFREY H. YOUNG Date

STATE OF SOUTH CAROLINA
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

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(INDEX AT REAR OF TRANSCRIPT)

STIPULATION

It is stipulated by and among Counsel that this deposition is being taken in accordance with the South Carolina Rules of Civil Procedure; that all objections as to Notice of this deposition are hereby waived; that all objections except as to form are reserved until the time of trial; and that the deponent does not waive reading and signing of this deposition.

* * * * * * * * * * *

VIDEOGRAPHER: We are now on the record. Today's date is December 9, 2014. The time is 9:03 a.m.

This is the video deposition of Elizabeth Murray. The location is 172 Meeting Street, Charleston, South Carolina, taken in the matter of In Re: The Estate of William E. Murray, Civil Action Number 2007-ES-10-1116. All counsel will be reflected on the stenographic record.

And the Court Reporter, please swear in the deponent.

ELIZABETH E. MURRAY
being first duly sworn, testified as follows:

EXAMINATION

BY MR. HOOD:

Q. Please state your full name.
A. Elizabeth Edwards Murray.
Q. Now that you have been sworn by the court reporter, the rules of our proceedings require me to explain to you how a deposition proceeds. Now that you are under oath, if you have any questions about anything dealing with the subject matter of your lawsuit against your father's estate --
A. It -- I believe it's a creditor claim, not a lawsuit.
Q. Whatever it is -- that you ask whatever questions you have of me and not your attorney. If you talk to your attorney about anything dealing with this case I'll have a right to go into it; you will waive the attorney-client privilege.
A. Okay.
Q. Do you understand?
A. Yes.
Q. Have you given depositions before?
A. Once.
Q. Okay. And you understand that you have a right to read and sign the transcript of the deposition?

A. Yes.
Q. Would you like to assert that right?
A. Yes, please.
Q. The court reporter will type up the transcript. She will send it to you, and you will have 30 days after receiving it to read over it, make any corrections you'd like to make on the errata street and then return it to her.
A. Okay.
Q. If you do it in 60 days it's not going to count. You've got to do it within 30 days so we all know that's the real record of this deposition.
A. Okay.
Q. If I ask you a question you don't understand, please ask me to repeat the question. If you don't -- if you need -- and you need to refer to some document or whatever, have a right to do that if you want to.
I first want to just get acquainted with you. You're born and raised where?
A. I was born in New York City. Raised in Bronxville, New York. Thereafter we moved to Darien, Connecticut for a year and after that Atlanta, Georgia and after that I was in college.

Q. Okay. And where did you go to high school?
A. I went to two high schools. I went to the Madeira school for ninth grade -- actually, three high schools. And then I went to the Westminster schools in Atlanta Georgia. I graduated from there, but due to my age I -- my father wanted me to take another year in high school. So I did sort of a postgraduate year at The Master's School.
Q. In Atlanta?
A. No. In Dobbs Ferry, New York.
Q. Okay. And then you went to college where?
A. University of Pennsylvania.
Q. And what from years to what years?
A. From 1971 to 1974.
Q. So you got what type of degree?
A. I got a BS in economics and finance from the Wharton School of Finance.
Q. And when did you first become gainfully employed?
A. That August. I graduated in August and started work in I think the first of September.

Q. And started work doing what?
A. General Electric in their financial management training program.
Q. And what was your capacity?
A. I was in a training program for financial people at GE.
Q. At what location?
A. They box you around quite a bit, but in New York and in Fairfield, Connecticut several days a week.
Q. Which division of General Electric?
A. Their financial division, which is now GE Capital. Back then I believe it was the GE parent organization, and then after you graduated from the financial management training program they would assign you to a division.
Q. How long you -- did you stay with General Electric?
A. I think a year.
Q. And then what did you do?
A. I then went to Manufacturers Hanover Trust.
Q. And worked there in what capacity?
A. I was in their management training program.

Q. For how long?
A. Two years I believe.
Q. Did you finish the program?
A. Yes.
Q. Did you become a regular employee?
A. Yes.
Q. And what was your capacity?
A. They call them credit assistants. Yeah, I -- this is -- is a long time ago. If there was another name. It could have been, but that's what I remember.
Q. And where were you as a creditor assistant?
A. At Rockefeller Center.
Q. In New York City?
A. Yes. And then after that I went to the west side in the garment district.
Q. Still with --
A. Manufacturers Hanover Trust.
Q. Okay. And how long were you there?
A. Oh, I think a couple of years.
Q. Okay. What year are we up to now?
A. I would have to look at a --
Q. Well, you finished college in what year?

A. 1971, '72, 7 --
Q. You went to GE in '72?
A. Yes. No. I'm sorry. I graduated from high school in '71. '74, '76, probably '77.
Q. But you were with in '7 --
A. Manufacturer's Hanover Trust.
Q. In '77?
A. Yes.
Q. All right. And you were there --
A. To the best of my recollection. I mean, that's -- you know, it's a long time ago.
Q. I understand. What's your social security number?
A. Am I allowed to say that?
Q. Yes, because I'm going to ask for a social security printout that's going to tell us all this stuff so we're sure you're correct.
A. 065-40-8314.
Q. Okay. And have you ever gotten a printout of your work history from social security?
A. At some point.
Q. You have?
A. Yes.
Q. And do you still have it?

A. I have virtually all of my belongings in storage. So it's somewhere.
Q. I see.
A. It's in a warehouse.
Q. In a warehouse in what location?
A. Long Island. Long Island somewhere.
Q. You don't know where?
A. Glen, Glen, Glen something Personal Touch Storage.
Q. Do you pay to have things stored there?
A. Yes.
Q. Do you have an address for the location of where things are stored?
A. Oh, yes.
Q. Okay. And what is it?
A. I don't have it on the top of my head. I could provide it to you.
Q. I see. And what's stored there?
A. All of my furniture and most of my belongings and some of my clothing from my prior apartment at 737 Park Avenue.
Q. Any records of any kind? Financial records? Business records?
A. Not really. Some maybe that didn't

get -- you know, that got packed erogenously. I had to move in nine days, so. It was a very rushed move.
Q. Okay. So we've gotten up to '77. What did you do after that?
A. I came and worked in Charleston for a summer through I think October and then went back. And then I'm trying to think where I --
Q. That summer in Charleston where did you work?
A. I worked at East Bay Company.
Q. Okay. For whom?
A. For I believe Hilton and Ray Gyver.
Q. In what capacity?
A. Just helping in the office. Somebody had left and there had been some money missing and they wanted to track it and figure out where it was going. They were opening a restaurant called Treasure Island. There were lots of -- it was just a matter of they needed bodies.
Q. Okay. Were you paid for that job?
A. Yes.
Q. At what rate?
A. I have no memory of what they paid me.
Q. Okay. That takes us to the fall of

'78, does it?
A. Yes.
Q. And then what did you do?
A. I'm trying to think of the next place. I think I worked -- geez. It's been so long since I looked at a resume.
Q. Do you have a printed resume?
A. Somewhere. I mean, it's -- I -- I no longer, you know, work at the type of stuff where I use a resume.
I probably -- yeah, I think I went to work for First Chicago. I'm not -- I'm really not -- that's -- that's -- maybe it was Chemical Bank. It was probably Chemical Bank.
Q. At what location?
A. They moved you around quite a bit.
Q. Where did they start you?
A. Chemical Bank, at -- on the --in the headquarters on Park Avenue. I think it's 300 or 400 or --
Q. And how long were you there?
A. I was there for, gosh, two or three years I think.
Q. In what capacity?
A. In as a junior lending officer.

Q. Okay. And you -- you said they moved you around. Did they move you somewhere from Park Avenue?
A. That was customary for junior staff to be moved from office to office.
Q. And who was your supervisor at the -- what was the name of it, your supervisor at Chemical Bank?
A. I -- I don't remember the name of my supervisor. I remember the name of my first boss at GE just because I, you know, I remember.
Q. What was his name?
A. Michael Cosgrove.
Q. Is he still around?
A. I haven't heard from him since 19 -- 1970s. So I have no idea.
Q. Okay. So now you're at, what's it, Chemical Bank?
A. Uh-huh.
Q. And we're up to '80?
A. Somewhere around there, and then I went to go work for First Chicago.
Q. Okay. In what capacity?
A. As a -- no, that -- that's not correct. I went -- let me think. Let me -- let

me just think. The banks were starting to consolidate at that point. So, you know, for example, Chase is now composed of about six different banks. So it's a little bit confusing to remember.
I wanted to go work -- I think it -- yeah, I think it was Bankers Trust, and then they closed my division and I went to First Chicago.
Q. And what was your division?
A. It was an asset based lending division.
Q. Okay. At what location?
A. At their headquarters on Park Avenue.
Q. And how long did you have that job?
A. Probably a year. It was just under two years when they closed us down. They -- they had different divisions that did different types of lending. Asset based lending was pretty much what I did. And so, you know, they decided to close that division and -- and meld it with a corporate financial group, which was just a different type of lending altogether.
Q. Okay. So that takes us to '81. And then you went to where else?
A. I went to go work for First Chicago.

Q. At what location?
A. They had -- they were on 7th Avenue in between 51st and 52nd.
Q. And in what capacity?
A. I was a vice president there.
Q. And of what?
A. Leveraged buyouts was primarily what we did.
Q. And your supervisor?
A. Rhonda Cutler.
Q. And how long did you have that job?
A. Three-and-a-half years I believe.
Q. And why did you leave that job?
A. They closed the division. They closed it down. There was all of the trouble with Mike Milken and Drexel Burnam and leveraged buyouts and all sorts of new regulations that really made it prohibitive to operate an asset based lending group unless you were also involved with venture capital.
Q. You were not fired from that job?
A. No.
Q. You left voluntarily?
A. Yes.
Q. And that takes us to '83 or '4. Then

what did you do?
A. I went to GE Capital.
Q. Okay.
A. And --
Q. Where you had originally started?
A. Yes. Yes. And I worked there for about two years, and I left there to go complete my MBA at night.
Q. Was Mr. Cosgrove still there?
A. Oh, I mean, he was -- it -- it's a huge organization. I never ran into him. Never heard of him.
Q. And what did you do for the two years you were there?
A. I assisted in the -- believe it or not, they had a mobile home group which was an asset based finance. They wanted somebody with a background in asset based finance.
Q. Okay. And were you fired from that job?
A. No.
Q. Were you asked to leave?
A. No.
Q. Were you given the opportunity to leave?

A. No.
Q. You left voluntarily?
A. Oh, yes.
Q. Who was your supervisor there?
A. Guy named Mavrish, Dick Mavrish, and he left to go to Security Pacific.
I thought of going to Security Pacific. I was getting married. I was -- and my father said why don't you just finish up your MBA and go through getting married and starting -- you know, get it all done.
I didn't have a mother to assist. It was before there were wedding planners. I had a large wedding.
Q. What year was that?
A. I got married in 1985.
Q. And what was the job that you had right up to the time you got married, the last job you had?
A. I think it was GE Capital, yeah.
Q. Okay. Up to '85?
A. Uh-huh. I was also reverse commuting to Stamford, Connecticut, which was getting to be -- there -- there was a bridge that was the primary commute route. And it was the Mianus

River Bridge collapsed, which made the commute an hour and 45 minutes each way. It was really a very difficult thing to reverse commute any longer.
Q. You were at GE Capital at that time?
A. Yes, up in Fairfield, Connecticut -- I mean, up in Stamford, Connecticut.
Q. How long were you in Stamford?
A. For two years, whatever it was.
Q. And you lived in Stamford?
A. No. I lived in New York City.
Q. And commuted up to Stamford for work?
A. Yes. But it -- what had been an hour commute became an hour and 45 minutes.
Q. Okay. And what year did you marry?
A. 1985.
Q. That was your first marriage?
A. Yes.
Q. And how old are you?
A. How old --
Q. What's your date of birth?
A. 10/11/1953.
Q. So you were how old when you got married?
A. I was 31.

Q. And who was your husband?
A. Daniel Peter Kelly.
Q. Okay. And where is he today?
A. He lives in New York City. He works for Societe Generale.
Q. I didn't hear you.
A. Societe Generale.
Q. What is that?
A. It's a French bank.
Q. Would you spell that for the court reporter?
A. S-O-C-I-E-T-E, and then G-E-N-E-R-A-L-E, with an accent somewhere in there, so.
Q. And what's his capacity with that bank?
A. He's a vice president in charge of distressed lending.
Q. And he's still with them in New York?
A. Yes. Uh-huh.
Q. Your answer is yes?
A. Yes.
Q. Do you see him regularly?
A. No.
Q. Have you had any communication with

him --
A. No.
Q. -- in the last five years say?
A. I mean, I saw him at my daughter's graduation. When I drop my daughter off, she's going to see him and I'm in the car, I see him then. I don't -- I'm not in communication with him.
Q. Okay. So you were married for how long? From '85 until?
A. I think 22 years.
Q. Twenty-two years. Had how many children?
A. One.
Q. And tell me about that child.
A. Elsbeth Kelly, Elsbeth Hayden Kelly. She's 26. She's getting her PhD in clinical psychology at Long Island University Campus in Brooklyn, New York.
Q. What year is she?
A. She's in her second year.
Q. Is she married?
A. No.
Q. No current plans to be married?
A. She has a boyfriend, and she -- it's

being discussed.
Q. What's his name?
A. Bruce Pettig, P-E-T-T-I-G.
Q. And what does Bruce do?
A. He's a paralegal.
Q. For whom?
A. Some law firm up in White Plains, New York.
Q. There are a bunch of them.
A. I don't know the name of his law firm.
Q. How could you find us the name of that law firm?
A. I guess I could ask.
Q. Yeah. Okay. Well, we'd like to know that at some point. We'll ask you formally, if you'd rather.
We got up to 1985. You got married. You quit working then?
A. Uh-huh.
Q. And then back to school?
A. Yes.
Q. And get an MBA?
A. I didn't finish it.
Q. And how long did you attend academic courses?

A. I got about two-thirds of the way through and it was just -- it was a night course, and I actually got attacked down there. It was on Wall Street. I would get out at 10:30 at night, and I just got spooked and just said I'm not doing this.
Q. You got attacked?
A. Yes.
Q. Physically?
A. Yes.
Q. Mugged?
A. Whatever you call it.
Q. Yeah. Was there a police report of that event?
A. No. No. I mean, I ran away from them. They didn't even get my purse, but I was surrounded by a bunch of guys. And I had been nervous driving down there and being -- coming out of class at 10:30 and it just -- I just said no more.
Q. How far did you get along with that curriculum?
A. I said I was about two-thirds of the way through there.
Q. So that's what, two-thirds of a year?

Is it a year program?
A. Two years of a two-year program.
Q. So you did one full year?
A. Oh, yes. And then I was almost -- I -- I would have had about two more semesters where you take a limited course load.
Q. Okay. So that takes us to '86 and -- or '87. Then what did you do?
A. Went back to work for First Chicago. And I worked there for -- Rhonda Cutler had left. So I was made head of the group. And I worked there until, gosh, Elsbeth was four or five. And I started doing a lot of decorating work. And I decided -- they had a buyout program where if you left they would give you a year's worth of pay because they were trying to close down the New York office altogether, and I took it and I started doing decorating full time.
Q. Okay. How -- now, how long were you on that job before the -- before the decorator?
A. I think two-and-a-half years. I was the vice president. I was head of the New York office of my position.
Q. Of which company?
A. First Chicago. It was being bought

out by Bank One.
Q. At First, and what was your division that you were head of?
A. Gosh, his name was Steve. I'm trying to remember the name of the head guy. Steve had prostrate cancer, and so -- and he was very much the head of the group, involved a lot of travel to Chicago. And people were leaving because they were just -- he was sort of a very charismatic leader. And when he became sick a lot of people were starting to leave. And then the bank was being bought out by Bank One. And so then, you know, I had a year's worth of pay offered to me.
Q. All right. So you left there in what year?
A. 19 -- well, she would have been four. So I guess it would be '93.
Q. Okay. Were you fired from that job?
A. No.
Q. Were you asked to leave?
A. No.
Q. Were you given the opportunity to leave?
A. Yes.
Q. And you left?

A. Absolutely.
Q. Did it have anything to do with your job performance?
A. No. I was one of the top performers there.
Q. Okay. So we're at the year 198 -- what did you say?
A. No.
Q. That you're leaving.
A. It would be '9 --
Q. 19 --
A. It would have been early '90s, maybe '93.
Q. '93, okay.
A. Yeah. It was my 40th birthday, so.
Q. When you left?
A. Yes, on or about.
Q. Okay. And so then where did you go from there?
A. I became a full-time decorator.
Q. For whom?
A. Myself.
Q. And --
A. For who did I -- for who did I work?
Q. Well --

A. Primarily clients in the asset based lending industry who had been my clients in banking.
Q. And what training and experience did you have in interior decorating?
A. Very little, just a good eye. And I was able to -- I had been working kind of on the side doing it out of interest, and I got a lot of big jobs right away.
Q. And did you do a portfolio of the type -- of the types of work you did?
A. Not really. It was mostly people I knew and I had done small jobs for them, and then as they acquired apartments and homes they asked me to do work for them.
Q. Did you do any commercial work?
A. No.
Q. More residential?
A. All residential.
Q. And what was the largest residential job you had?
A. Well, the two biggest jobs were probably for a guy named Dick Cashin who lived at 10 Gracie and he had a very large, maybe a 5000 square foot apartment, and the Horans, who had a

townhouse on East 81st Street.
In fact, they're in town right now and called me up and asked me to have drinks with them last night.
Q. They're in Charleston?
A. Yeah. They -- they're moving their house to Charleston.
Q. What are their names?
A. Dianne and Peter Horan.
Q. Would you spell that?
A. H-O-R-A-N.
Q. And where do they live in Charleston?
A. Legare Street.
Q. What number?
A. 23, but the house is under construction. They haven't sold their townhouse yet.
Q. Which -- which house is under construction?
A. Their house that they are renovating on Legare Street in Charleston.
Q. Okay. And what -- what was his occupation?
A. He used to work for Merrill Lynch, and then he retired, and he's -- he invests his own

money now.
Q. Okay. So you did their apartment in New York?
A. Uh-huh.
Q. The answer is yes?
A. Yes.
Q. And have you done their house on Legare Street, or are there plans for you to do that?
A. No. No. I don't -- my resources are not in South Carolina.
Q. Okay. When is the last time you've done an interior decorating job?
A. A big job, the last job --
Q. No. Any job?
A. Any job? I'm doing a small one right now for a friend of mine who is renovating her house in Katonah. I'm doing one for somebody in New York who moved into a larger apartment. I'm doing -- let's see. I did a very large one for a couple on Beacon Place. I have another job, but it's going back and forth. I did a house in Martha's Vineyard and also their townhouse on East 75th Street.
I mean, a lot of them are repeat

customers. So they -- you come back and you refresh. Their children have gone to college. They redo the bedrooms. That type of stuff.
Q. Okay. And do you have partners in this business?
A. No.
Q. What is the name of your business?
A. Elizabeth's Style Setters.
Q. Is Style Setter's a name you just drew out of a hat or is it a person's name?
A. It -- no. No. It's just a name out of a hat, and from 1984 I believe.
Q. Okay. And does Style -- is Style Setters a corporation, a limited liability partnership or --
A. No, sir. Doing business as itself.
Q. Okay. So it's a sole proprietorship?
A. Yes.
Q. And do you file a tax return?
A. Yes.
Q. And have you continually filed a tax return since you have been in that business since the '93 period?
A. Yes, but I haven't really shown any big profits recently. It's mostly just, you know,

catchup work. Probably the last time I had any large profits were in 2006 perhaps. You know, a lot of this is just catchup work for people.
Q. Catchup work, meaning a job the size of what?
A. Where they're redoing one room as opposed to moving into a new house and doing.
Q. So, in other words, $10,000?
A. Well, it depends on what they're doing: are they recovering a sofa, are they getting new furniture, do they want to freshen the place, do they need new carpeting, does their daughter want to make her bedroom more grownup. You know, that sort of thing.
Q. And -- and how are you paid?
A. By check.
Q. No. If the job is $10,000, what are you paid?
A. I -- I would make 25 percent, 20 percent of that.
Q. Okay.
A. It's really right now just keeping a finger in it. I'd have to really have the place to do it and operate out of. The last several years my apartment in New York was under -- the

entire building was under renovation, and it was not a place that you could really run a business out of.
Q. And what time period was that that it was under renovation?
A. From 2011 to last year, and then I moved out.
Q. 2011, 2012?
A. And 2013.
Q. And where was that apartment?
A. At 737 Park Avenue.
Q. Now, other than the marriage you told me about, have you had any other marriages?
A. No.
Q. One marriage, one child?
A. One marriage, one child.
Q. And what name do you go by, last name now?
A. Murray.
Q. You took back your maiden name?
A. I -- I never really used the name Kelly. I sometimes socially, but not generally.
Q. Do -- do you have a friend that lives with you, a male friend?
A. Yes.

Q. Who is that?
A. I live with him. His name is Nick Richardson.
Q. And what does he do?
A. He is the communications director for the bishop of the Episcopal church of the State of New York.
Q. What's that bishop's name?
A. Andy Dietsche.
Q. Okay.
A. Andrew. I -- I know him as Andy, but Andrew.
Q. As we ask in all depositions about prior criminal records, not expecting an answer, but you never know. Have you ever been charged with a crime or arrested?
A. No.
Q. And nor have you been convicted of a crime?
A. No.
Q. Have I pretty well covered your work history as an adult?
A. Yes. And -- and to be very specific on information I'd have to go look at an old resume. You're talking about things from 40 years

ago, and half the banks that I worked for have become -- have consolidated, have new names.
It's -- it's a very confusing thing with banks in New York because where there used to be 20 main banks, there might be three now, so.
Q. Okay. Do you have any friends or relatives in Charleston County?
A. Yes, I do.
Q. Other than the couple you just mentioned?
A. They -- they're not relatives.
Q. Friends, I said, or relatives.
A. Yeah, I have relatives. I have a few friends actually who moved down from New York.
Q. And tell me their names and where they live, please.
A. Well, they -- they're the Horans. There was a couple in my building that moved down here, but I'm blanking out on their name. I -- I've run -- I've run into them a couple of times. There is a woman from New Hampshire who was a friend of a friend of mine that I had gone out to dinner with her.
When I say friend, I mean she said, oh, next time you're down there please call me and

maybe you'd want to stay with me, that type of thing. But -- but they're not people that I'm intimate with.
I have cousins that live down here. I have a cousin, Christopher Holmes. He lives down here. And in Charleston I think he's about the only one.
Q. What does he do?
A. He's a lawyer.
Q. And where does he practice --
A. I think he practices out of his home.
Q. Has he ever represented you?
A. No.
Q. Now there was an inn at a location. How do you pronounce it, Quogue?
A. Quogue.
Q. Quogue?
A. Uh-huh.
Q. Okay. And at that inn what was your role?
A. I started out going out there to assist my father in renovating it because he was going to dismiss the company he had originally hired, and then I started managing the inn itself from the rooms and the rentals and that -- the

mechanism of the office that controlled that. You supervise housekeeping and -- and work that needed to be done and bookings and that sort of thing.
And then after that they fired the restaurant manager and they asked me to go over to the restaurant, but I continued to renovate rooms on the side while I was involved with the restaurant.
Q. How many rooms was that inn?
A. I think it was close to 90 rooms between all of the different -- there were I think five or six buildings.
Q. Did you have a job title?
A. Well, at the restaurant I was the -- the manager of sorts. I ran the catering. In the hotel I was sort of a co-manager with somebody else. I lived -- I still lived in New York. So I would go out there, drive out there, work and then go back to New York.
Q. Okay. And who was your supervisor or boss?
A. I guess Hilton, sort of, my father. Whatever -- it wasn't a matter of -- I would report information that was requested, but it wasn't a matter of who is my boss.

Q. And are you making a claim in connection with that employment?
A. Yes.
Q. And what's the basis of that claim?
A. When I was out there I was expending monies to get the job done that I had been asked to do, and my father would come out regularly, review the work, and I would tell him what needed to be done.
I had schedules per room of the work that needed to be done. He was in New York. He would periodically send me checks. But so far as all of the invoices, it was continuous. There were cash flow problems, and many times I stepped in and covered delivery bills and emergency bills that occurred at the inn as well as the renovation.
Q. With what money?
A. My own money. I had lines of credit that were substantial. I had credit cards. I had a salary of sorts. I had resources that I had developed through the last 25 years of employment.
Q. And how much money did you invest in this inn?
A. I would have to look at the schedule,

but it was hundreds of thousands of dollars and interest thereon. And then I was using other resources to pay off the credit cards.
My father and I came to an agreement that he would send me a certain amount of money every month that would cover the outstandings, and the -- his intention was eventually to sell the hotel and that I would be paid in full when that happened.
Q. Okay. What amount of money? In full?
A. What -- he asked me to prepare a list of invoices. And I had each invoice, the amount, the building or application that -- where the money was used, that the invoice applied to. And then I also provided a list of all credits that were either payments from my father's office, payments from the inn or credits for returned merchandise.
Q. Where is that list?
A. It was submitted with the creditor claim on a CD disc.
Q. And that's the full and complete claim you're making?
A. I -- for what? The Inn At Quogue?
Q. Yes.

A. Yes, except there were some things that were left there that were supposed to be returned to me that were not returned. There was a large oil painting that was in my office, and there was some personal effects that were not returned.
Q. Were you fired from that job?
A. We sold the restaurant, and I found the buyer for the restaurant.
Q. Were you fired?
A. I didn't consider myself fired. I had been wanting to leave for sometime.
Q. Did -- did someone walk in your office and say you need to leave, you're no longer going to be employed here?
A. No. No.
Q. Did someone write you and say that to you?
A. No. I spoke with my father.
Q. Did your father tell you he no longer wanted you to work there?
A. There wasn't a job for me to work there.
Q. Did your --
A. We sold the restaurant. I continued

to do the catering things that required my presence until I had finished doing the catering jobs.
Q. Did your father tell you he wanted you to end your occupation at that location?
A. He wanted me to or -- obviously there was no more job. There was no more job. I was very aware of that. I had helped find the buyer.
Q. Okay.
A. I had asked to leave several times, and he had asked me not to leave.
Q. Do you have a written employment contract?
A. Yes. I had a contract at one point that specified I would get a certain salary and that I would also get commissions on the catering jobs.
Q. And do you have a copy of that contract?
A. I have several pages of it. I don't have the entire thing. For some reason one page got lost. And there were regular bills for the catering contract that was submitted and -- and -- and the restaurant bills. Everything was paid in full for the restaurant portion except for the

final $5000 payout on the commissions on the catering. So I was paid in full for the Restaurant At Inn-Quogue portion of the work I did.

Q. Okay. And what was the period of time that the Quogue work was going on that you did, whether it was restaurant, managing the inn, remodeling rooms or whatever?

A. March of '99 through December of 2002 I believe.

Q. So a three-year period roughly?

A. Uh-huh. Uh-huh.

Q. And during that same three-year period did your father make gifts to you of around $400,000?

A. Gifts?

Q. Yes, cash gifts.

A. No.

Q. Did he make any to you?

A. Cash gifts?

Q. Right.

A. In what form?

Q. I don't know how he gave you money, but a check, a deposit or whatever.

A. He may have repaid monies owed. He

may have paid salary. But gifts, not that I am aware of. Perhaps you could break it out and be a little clearer in what you are referring to.

Q. Oh, I will. I'll be glad to. Over the years has your father basically given you an allowance, a significant allowance, paid for your education, after marriage your living expenses and given you significant amounts of money?

A. The monies that my father has given me I could probably outline for you if you would like something more specific.

Q. Yes. That'd be great.

A. When I moved -- when we moved into my house in Katonah, New York he gave me tax shelters, which I bought tax shelters from him, and then they yielded money that was used for the -- from my husband's taxes that were paid. It created a credit, and we used that for the down payment. He also paid for a tree -- some tree work and a new roof.

He paid portions of my daughter's education with the agreement that I would do work for him. He would buy me Christmas presents. He gave me -- and birthday presents. Nothing enormous. He usually gave me $1000 at Christmas.

He paid I believe $20,000 towards my legal fees in my divorce.

And I'm trying to think of others. He paid for a new refrigerator and stove when I left the job in Quogue and for some closets from Ikea.

Q. And what -- what was the last item you said?

A. Closets from Ikea.

Q. What is that?

A. It's -- they're called Pax closets. They're just assemble-them-yourself closets.

Q. Okay. So during the time period we're taking about he wasn't making regular gifts to you of 10, $20,000?

A. Not that I have any memory of.

Q. Did you keep a running ledger of things that you got from your father?

A. There is a recording of monies received from my father that were credited towards the debt from the Inn At Quogue. He also paid for my education at New York School of Interior Design in exchange for the ten percent of the inn that he had promised me.

And when he -- when he decided to sell the inn and he closed down the restaurant he

wanted me to go get an education, a graduate education. He wanted me to go to law school. I did not go to law school. I went to New York School for Interior Design, and he paid for the intuition and the expenses while I was there. And that was in exchange for me relinquishing the ten percent interest in The Inn At Quogue that he had promised me.

Q. What year was that?

A. I graduated in 2005.

Q. When was the inn sold?

A. The inn was sold I believe after his death or slightly before his death. I really was disassociated from the inn.

Q. For several years?

A. Yeah. Uh-huh.

Q. And when you got disassociated from the inn did you have some personal boxes shipped to you?

A. Yes, I did.

Q. Why didn't you take them when you left?

A. I was asked to leave everything because so much of my stuff was in rooms and was essential to the decor of the rooms.

It was very little money for accoutrement that would make a place warmer and more hospitable. I had pictures. I had mirrors. I had various pieces of furniture that I had brought to try to make rooms more habitable. It was very little cash to be spent on making the rooms appropriate for the amount of money that they were being charged.

Q. Well, what was it about room 52 that you had in that room that made it attractive?

A. There was a couch. Wait. Room 52. I'm -- there's room 53. I think it's room 53, but I may be wrong. It was room 53 I believe. I may have done some work in room 52, but it was room 53.

Q. Okay. How many boxes did you have in whatever room they were in?

A. I don't know what box -- there was a closet in the condo that had a lot of my stuff. There was -- there were pictures. There were pieces of furniture, mirrors, vases, an endless amount of stuff I had brought out to try and upgrade the room.

Q. When were you terminated?

A. I wasn't terminated.

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 been asked to leave them.

Q. As I understand it, we're talking about several boxes, if not a lot of boxes, no furniture?

A. No furniture.

Q. Just boxes of records?

A. No, that's not true.

Q. That's not true?

A. No.

Q. What is it that was shipped to you then?

A. One closet that was a locked closet. It was in the condo. The -- the -- it was occupied by somebody, and there was a locked closet and it had -- it had paintings and it had some clothing and personal things, you know, that had been in a locked closet in an area that was occupied and rented by somebody.

Q. For five years?

A. I guess so. Yeah. No. Yeah. No, not five years, four years.

Q. You left in '02 and this is '07?

A. Yes. Yes.

Q. Five years?

A. Uh-huh.

Q. Your answer is yes?

A. Yes.

Q. Well, frankly, doesn't make any sense to me.

A. Well, you know, that's just the way it was.

Q. You left your things there. The inn paid to move the things to you five years later and you didn't just go over and pick them up for five years?

A. They were in a locked closet in a room that I was told was occupied.

Q. For five years?

A. I didn't check in regularly.

Q. Now, I said it was in room 52. You said 53, and you went to look in your pocketbook. Do you have some records with you?

A. No. I -- I got some Carmex for my lips in my pocketbook.

Q. Oh. Well, please use that whenever you need to. Do you have any records with you or files of any kind?

A. No, nothing. Nothing.

Q. Did you bring anything with you to this deposition?

A. Nothing.
Q. What did you do to prepare for today's event?
A. I talked with George yesterday and we went over some files that you had sent or that you said would be discussed in today's meeting.
Q. Have we discussed those yet?
A. I don't believe so.
Q. Maybe we'll get to them.
A. I'm sure we will.
Q. You realize this deposition is going to proceed from day to day until it's finished?
A. I have a plane trip out tomorrow and I have obligations in New York.
Q. Okay. Well, we don't have to do it sequentially days. We can certainly accommodate your schedule and be polite about how we do it, but there is a lot of material to cover, and I don't foresee any way to finish it in one day, just so you -- for your thinking and planning purposes.
A. Uh-huh.
Q. Now, with regard to this case, we have asked for production of materials and such. Has that been fully complied with --

A. Insofar as I know.
Q. -- have you given us everything? Okay. And you said you've a been a witness once before?
A. I -- it was a divorce deposition. There was another deposition that I forgot to tell you about. It was an insurance claim. I was burglarized. And they just wanted to go over the items that were burglarized and know the source of them and I had to provide receipts.
Q. And -- and when was that claim made?
A. That claim was made in 2013.
Q. How large was the loss?
A. It was about -- it was primarily jewelry and a fur coat and things like that. It was probably around $50,000. But I didn't have a very good insurance policy. I got $10,000. But I had all of the receipts for everything.
Q. Now, who was the insurance company that paid you that?
A. Charter Oak, Travelers, who was -- they were whatever affiliated with Travelers.
Q. And then the other time you have been under oath was for deposition in your divorce?
A. Yes, that's correct.

Q. What year was the divorce?
A. 2007.
Q. Was it a contentious divorce?
A. Oh, absolutely.
Q. What was the grounds for that divorce?
A. Well, I started the divorce, and then I was asked not to proceed because my daughter was anorexic, and then I was served with divorce papers. The grounds, New York doesn't have grounds for divorce. I don't know if you know that.
Q. I know nothing about New York law.
A. New York it's no fault divorce.
Q. No fault. So you -- you're tired of your wife you just say we're slitting?
A. No. No. You have to live apart. You have to have a financial settlement, but you -- they don't sit there and have men with cameras peering into motel rooms, for example. You don't have to say that you were beaten. You don't have to say anything. You can just say you're incompatible and you can get divorced.
Q. And that's what y'all did?
A. Oh, I think he tried to trump up reasons. I just tried to keep out of the reasons

because it was a two-way street. We were not compatible.
Q. And does he have to pay you alimony?
A. He paid me -- in lieu of child support he paid me something called -- what do they call it? They don't call it alimony -- maintenance for about four years that went like this. It reduced.
Q. Is he still paying you?
A. No.
Q. So how much totally did you receive from him?
A. It averaged to -- it was well under $100,000 over four years.
Q. And your daughter, how much did she receive?
A. I was paid I think $100 a month for child support, which was very, very much under the guidelines. And he did it so that I would be -- it was tax deductible if it's alimony, alimony/maintenance.
Q. So how's your daughter been doing all this time since your divorce? Who has been taking care of her financially?
A. She lives -- well, she works -- well she was in the -- in college for four years.

Q. Who paid for that?
A. My husband paid for it using a $200,000 settlement that I gave him upon the divorce. It was directly related and in the judge's papers, and I took out a mortgage on the house.
Q. So you filled out a financial statement?
A. Oh, no.
Q. Have you done that a lot?
A. No.
Q. How many times?
A. Once.
Q. In your whole life?
A. A financial statement?
Q. Uh-huh?
A. Yes.
Q. The bank's going to want a financial statement.
A. What bank?
Q. Whoever has got a mortgage on your house. You said you took out a mortgage?
A. Yeah. Oh, yes. Actually, it was a matter of you had -- it was more of an income, that you produce bank statements. They didn't

really ask for a financial statement. They asked for sources of income.
Q. Banks don't just give away money. They -- they want a financial statement. They want tax returns.
A. I used to be a banker. I'm well --
Q. You're well aware of that?
A. I'm aware of that.
Q. You provided them what they asked for?
A. Yes. I provided what they asked for.
Q. And who is it that got this mortgage?
A. I got it from Countrywide. Then it switched to Bank of America. Then it switched to Bank of New York. Then it switched to Melon. I mean, it was...
Q. Is it still in existence?
A. Yes.
Q. So you're still making mortgage payments?
A. Yes.
Q. So you have an account, a number that would lead us to a bank account and to a file of your mortgage?
A. The person who owns the mortgage is a great mystery. It's a part of a tranche of split

up mortgages that have been bought as investment portfolios. The manager of this investment portfolio is owned, is managed by Bank New York Melon, but the person who services the bank is specialized loan servicing. And we don't even know who owns the mortgage. We have not been able to find the note.
Q. Okay. So you pay --
A. I'm one of those many people whose mortgages were split up into 50 different pieces and missing papers, missing deeds, missing notes.
Q. Well, have you hired a lawyer to get all of that straight for you?
A. Oh, yes. And I have put the money into escrow and she's managing it.
Q. What money?
A. The money that is due to the bank. They can't produce the note. So I put the money into escrow, and I'm trying to resolve the situation with the bank, but the bank doesn't have the note. They don't have the deed. They haven't registered a lien on my home.
Q. How much was the loan originally?
A. $375,000.
Q. How much was paid on the loan until

this happened?
A. Oh, on the loan or interest? I mean, you know, most of it goes to interest in the beginning. Probably about $5000. The money that's due to the bank is in escrow with my lawyer.
Q. Okay. The money that's due to the bank, meaning the principle, 375,000?
A. That is correct.
Q. And you have contested the bank having a right to that money?
A. No, I --
Q. Because they don't have a note?
A. I'm not contesting it. I'm just asking for the note. I'm asking them to produce the note before I pay off the loan, and I want the deed correctly registered.
I mean, Bank of America still had a lien on the house and they haven't been associated with the loan in five years. Bank of America bought out Countrywide.
There's a lot of information available about people who got mortgages from Countrywide. If you Google it you'll find out that there's a morass of lawsuits and upsets about people in my

situation.
Q. Who is your lawyer that's handling this?
A. Judith Reardon.
Q. And she practices?
A. Out of Katonah, New York. She's a real estate attorney.
Q. Going back to Quogue for a minute. What are the specific dates that you've worked for Quogue? What month and year did you start?
A. I went out there in the beginning of March, as my memory best serves me.
Q. March, March of what year?
A. Of 1999.
Q. Okay. And continued until?
A. December of 2002.
Q. Okay. Now, back to your divorce. Why are you divorcing your husband with no grounds giving him money?
A. With no grounds?
Q. You say that you didn't have to have any grounds in New York.
A. You don't have to have any grounds. Why did I want to get divorced from my husband?
Q. That's your business. But why are you

paying him money? That's a little unusual.
A. Because the house, I put it in joint name, unfortunately, because I made the majority of investment in the house, but I put it in joint name. So I bought him out from his half of the house in a negotiated settlement.
Q. I see. And in that settlement and in that divorce did you prepare a financial statement?
A. Yes. But I first prepared it in 2004 or '5 when we started the divorce, and then everything went into abeyance when my daughter was sick, and then it was resumed I think in 2006 or '5. I -- it's -- I -- I don't really recall.
Q. What year was the divorce finalized?
A. It -- the final stipulation was in July of 2007, but the papers did not go through and it was not stamped until I think February of 2008.
Q. Okay. Now, do you still have that house?
A. Yes.
Q. And what's the address of the house?
A. 113 Upper Lake Shore Drive, Katonah, New York.

Q. And ZIP code?
A. 10536.
Q. Okay. And do you have an office in that house?
A. No.
Q. Do you have a computer in that house?
A. I have my laptop that I bring up back and forth.
Q. Is the laptop the type of computer you use?
A. Yes.
Q. Who -- what make of a laptop is it?
A. Asus.
Q. Say again?
A. Asus, A-S-U-S.
Q. And who is your server? Who is your -- who is your internet provider?
A. Let's see. I think it's Verizon.
Q. Verizon?
A. Uh-huh, FiOS.
Q. And how long have you had Verizon?
A. In the last year, and a couple of months before that it was Time Warner.
Q. And do you have an email address?
A. Yes.

Q. What is it?
A. Pondfield, P-O-N-D-F-I-E-L-D, 1953@Gmail.
Q. And how long have you had that email address?
A. Maybe three years.
Q. And prior to that did you have another address?
A. Yes. Ms.Liz1011, first at AOL. I stopped that because it was getting hacked and spammed, and the same thing. I then moved to GMail. It was getting hacked and spammed. I mean, you know -- I mean, you know what it's like when everybody you know receives advertisements for sexual enhancements that you supposedly sent to them, so. And there was just, there seemed to be a lack of security with my...
Q. Gmail?
A. Uh-huh.
Q. The answer is yes?
A. Yes.
Q. Okay. Back to the divorce. So you -- you get a divorce from your husband. The house is in joint names. So you buy him out of the house and he's gone?

A. Uh-huh. Yes.
Q. Where does the daughter go?
A. My daughter was in college.
Q. Where does she go when she leaves college?
A. She --
Q. For weekends and vacations, whatever?
A. She was with her father.
Q. Is that why she was getting $100 a month?
A. $100 a month? I was still paying for various expenses for her.
Q. And was Mr. --
A. She wasn't getting $100 a month.
Q. Who was getting the $100?
A. I was.
Q. For what reason?
A. For child support.
Q. Yet she --
A. Mandated in New York up to a certain percentage.
Q. Yet he's taking care of her. She's living with him.
A. It is mandated -- she is -- he did not have full custody. It was mandated in New York

City that I get 18 percent of his salary. I refused to take that. I took the minimum the judge would give me, which was $100. I continued to pay for her cell phone bill and various other expenses, and she would stay with her father on the vacations.
Q. Okay. Now, it's unusual for the daughter to go with the father instead of the mother. Why was that?
A. Well, he -- she was very concerned about his drinking, and he told her he needed her to stay strong to prevent him from going back into a very advanced stage of alcoholism.
Q. For your husband or for her?
A. For my husband.
Q. Did he -- was he an alcoholic?
A. Oh, absolutely, down to the DT's.
Q. So he -- does he have cirrhosis?
A. No.
Q. And what years was he heavily drinking?
A. Virtually our entire marriage.
Q. Then why did he get custody of your daughter?
A. He did not get custody of my daughter.

You don't have custody of children who are 18 years old in New York.
Q. I see. They can go wherever they want?
A. Yes.
Q. And she chose to stay with him to keep him from drinking?
A. That is what she told me.
Q. Did -- did he keep -- stop drinking?
A. Yes, he did. He slipped several times, but he is not drinking to the best of my knowledge.
Q. Okay. So if he was a heavy drinker how did he hold a job down during y'all's marriage?
A. It -- it's really a miracle. He works for a French bank where alcohol is much better tolerated. He regularly went into work drunk, and I consider it very fortunate he wasn't fired.
Q. Was there anything you could do to try to help him, prevent his drinking?
A. I went to psychiatrists that recommended various treatments. I spoke to his doctor. I spoke to him. He was not very receptive. I went to codependent counseling to

try to see what I could do to stop enabling him, but I was also trying to protect my daughter.
Q. You mentioned that you had a line of -- several lines of credit --
A. Uh-huh.
Q. -- when you were working at Quogue?
A. That's true.
Q. Who were they with?
A. With Chase Bank.
Q. At what location?
A. 72nd and Lexington Avenue.
Q. Was there a particular banker you dealt with?
A. No.
Q. Just generally Chase Bank?
A. Uh-huh.
Q. Do you still do business with them?
A. No.
Q. How large were your lines of credit?
A. I -- you know, it may have been Chemical Bank at that point. It changed to Chase. I -- I don't remember which one it was at the time. As I said, all of the names have changed but I think it was 20 or $25,000.
Q. And how would you pay it off once you

withdrew the money?
A. With a check.
Q. And where would the money come from?
A. My Chemical Bank account.
Q. And what -- where did the money in that account come from?
A. Earnings, money from my mother's estate, income.
Q. How much did you inherent from your mother's estate?
A. I'd have to look. It was in drips and drabs over years and years.
Q. It's been, what, 30 years?
A. Uh-huh. Well, 1967.
Q. '67? She died in '67?
A. Yeah. Uh-huh.
Q. The answer is yes?
A. Yes.
Q. And I mean, did you inherit $100,000? $1 million? $10 million? Just rough numbers?
A. I would say it was, so far as cash provided, it was under a quarter of a million dollars.
Q. Okay.
A. I mean, it came -- some of it was

income. Some of it was -- some of it was stock. Much of it -- many of the assets of the -- my mother's estate had been taken by my Uncle Leon, who was the first executor, and there was a note due from my father, and there were other monies that were spent on a building in Augusta, Georgia called the Marion Building.

It's a very complicated story. But there were monies that were used from my mother's estate that were inappropriately used.

Q. By whom?
A. My uncle and my father.
Q. Your uncle, what's his name?
A. Leon D. Murray.
Q. And where does she live?
A. He is dead. He lived in Atlanta, Georgia or in that area. He died a couple of months ago.
Q. And how old was he?
A. I think 92.
Q. And he was Bill Murray's brother?
A. Yes, older brother.
Q. And what did he do that was inappropriate?
A. Well, he was the named executor by my

mother. This was during -- this was something that was done during her divorce. It was both my uncle and I think Manufacturers Hanover Trust.

The bank declined to represent her estate because they were owed money by my father, and they were owed money, and he owed money to my mother. So it was a conflict of interest.

And then he -- my Uncle Lee was the executor, but he used stock of my mother's estate as -- he pledged it as security for business loans, and he told the bank officer that the loans were connected with may mother's estate, but they were for personal business ventures.

Q. Have you brought a lawsuit against him over the estate?
A. Oh, absolutely.
Q. When did you bring that lawsuit?
A. 1975 or '6.
Q. And where was that suit brought?
A. New York.
Q. What's the resolution of that case?
A. The bank gave us the securities back. There were many other moneys that had been liquidated that we were not able to obtain that had been spent on the Marion Building, which was

co-owned between my father and my uncle.
Q. Who owns that building now?
A. I'm sorry?
Q. Who owns that building now?
A. I have no earthly idea.
Q. Was it sold?
A. To the best of my knowledge, yes.
Q. And -- and in what year?
A. I have no idea. I'm sure it was taken over by a bank, but I'm -- I mean, because it was in very precarious financial condition.
Q. So you have -- so this is -- this lawsuit -- this claim against your father's estate is not the first time you have made a claim? Your jewelry was stolen?
A. Not his estate. He didn't have an estate back then.
Q. Your father?
A. Right. This is in the '70s. He was alive.
Q. Right.
A. So it's not against his estate.
Q. It was against him personally?
A. Yes.
Q. Okay. You sued your father?

A. No, I did not sue my father.
Q. What did you do?
A. I presented him with papers that were executed by a lawyer. We met. We never went to court. We resolved it out of court.
Q. And what was the resolution?
A. That he wrote a note and that represented an amount of a note that he owed my mother's estate with some accumulated interest, although there was a forgiveness of interest. There was also a these year delay before he had to pay the note. So there was further forgiveness of interest.

And there was also a life insurance policy. I think it was $385,000, which roughly represented the amount of money that had been invested into the Marion Building which he owned, and then he would -- what he would do is he would take the note that he owed the estate and he would pay it off by transferring the Marion Building. He would then use assets with the -- of my mother's estate to -- for capital improvements in the Marion Building and he would transfer the Marion Building back to his name and give the estate a note for the same amount. So it was --

it was slippery business.
Q. Did you know this business was going on?
A. I -- we found out. We got the check registers and saw all the checks going to the Marion Building. And then I got a notice from some insurance company that the -- they found me because I had become appointed as the executor. The insurance company notified me that a payment was past due on the Marion Building, and we had no -- I had no idea that these transfers were going on between my father and his brother and the estate.

In other words, they were transferring stuff back and forth at the same value, but they were using the assets of the estate, the more liquid assets to enhance the value of the property, major capital improvements.
Q. When -- when was all of this going on? What year?
A. In what year specifically? It was going on in the early '70s that I know of.
MR. HOOD: Why don't I give you a break. We've been going an hour.
VIDEOGRAPHER: Going off the record. The time is 10:15 a.m.
(A recess was taken.)
VIDEOGRAPHER: Back on the record. We are back on the record. The time is 10:35 a.m.
MR. KEFALOS: Before we go further, Bobby, as far as the time goes for this, Pam has a flight tomorrow that she has to make.
THE WITNESS: Liz.
MR. KEFALOS: Liz. I'm sorry.
MR. HOOD: One of your clients.
MR. KEFALOS: Yeah. I get my sisters mixed up. And I have a 6:30. But you made some mention about going on for days. You know, in federal court the depositions are limited to seven hours, and if -- I'm -- if we don't finish today I'm going to prove for a protective order.
MR. HOOD: We're not in federal court.
MR. KEFALOS: I know we're not. But we're in state court, and I can move for a protective order. Because it seems to me that going on for days in a case that is a creditor claim is really excessive.

But you can take as long as you want and do whatever you want. But I just want you to know that if you don't finish today I'm going to

ask Judge Khoury to finish the deposition or limit it. So that you may not be able to get in all of the questions you want.
MR. HOOD: I appreciate you letting me know that. Of course, my position is is under the state court rules you can depose somebody for as long as you'd like to within reason, three or four days, five days, whatever.

Given the size of the claim here, I think the judge would allow it, which --
MR. KEFALOS: Well --
MR. HOOD: -- which is a waste of -- waste of time. I don't intend to go into tomorrow. I've got to get on a plane tomorrow and go to Oklahoma City for a mediation. And so I would be doing it another time anyway. And then she -- so she can catch her plane. I'm not going to mess that up, and then reset it at a time that's convenient for everybody, but certainly I'm not going to finish everything today.

Okay. Back on the record. Video rolling?
VIDEOGRAPHER: Yes, sir.
BY MR. HOOD:
Q. There was a trust created for your

mother's estate. Her name was Minnie Murray, Minnie Holmes Murray, correct?
A. Minnie Holmes Murray was the name of my mother, yes.
Q. And a trust was created as part of her estate?
A. It wasn't exactly a trust. There was a -- there were virtually no assets when I walked in. All of the securities were gone. There was no cash. There were no assets when I walked in that were discoverable.
The first order of the day was to go against my Uncle Leon and retrieve the securities that he had pledged as security for his personal loans. That was done. The next step was to liquidate a -- what had been a penny stock called Frequency Electronics and to -- that was going public, and to make sure that we secured copies of those stock certificates and that we put them into a security account along with the assets that had been retrieved from the bank dealing with my Uncle Leon.
Q. What year was all of that done?
A. I would say that was 76/77. I'm not dead clear on it.

Q. Okay. Were you the executor of her estate?
A. Yes. I was re -- I replaced my Uncle Leon.
Q. Okay. So you were in a fiduciary capacity to that estate?
A. Absolutely.
Q. And in that fiduciary capacity why didn't you sue your father?
A. I hired a lawyer who went after my father. We came to an agreement. I don't believe in unnecessary litigation if you can make something work, and we made it work. We all agreed to it, and that issue was resolved.
Q. And the mortgage that you placed on your house, is the beneficiary of your house going to be the estate?
A. It will -- it's going to be owned by Minnie Holmes Realty, yes.
Q. And what is Minnie Holmes Realty?
A. It will be the holder of my house, the asset of my house.
Q. I mean, does it hold any other assets?
A. Nope. No, sir. Sorry.
Q. Okay. You said you had a line of

credit of $25,000?
A. Long, long gone.
Q. Long gone. Can you -- when you had it could you just go get 25 any time you needed it?
A. Yes.
Q. And you didn't have to pay it back?
A. Oh, of course, you have to pay it back, but you could pay it back as -- you would pay a minimum amount back plus interest.
Q. And would you have to pay the 25 back before you got another 25?
A. Of course.
Q. And the items that were left at The Inn At Quogue for five years, why did you wait five years to get those assets, whatever they were?
A. When I left it was very upsetting because I was owed a tremendous amount of money. My father was very nice about it. A lot of them were clothes that I used for more formal occasions in my capacity as running the restaurant that it was dressy stuff that you wore as almost like a hostess at the door. You wore it to wine dinners. You -- it was fairly formal attire.
I was back in New York. I was taking

a Kaplan course. I was trying to get my life back into order. Things were very tumultuous with my husband. My daughter was ill. My last -- the last thing I worried about was clothing that I didn't need to wear that was in a locked closet out there.
I had been asked to leave pictures. I had been asked to leave various pieces of furniture that I had brought out there. And you know, it came to the point where I just had to get it. I heard that they were selling the inn, and I wanted to retrieve my stuff.
I didn't have storage in New York. And the years that I lived out there I had acquired many things. And I lived in this small apartment. I lived in an apartment that was 1200 square feet.
Q. Did you get the furniture that and pictures you're talking about?
A. I got some of the pictures, none of the furniture and certainly not all of my belongings.
Q. And so those are part of your claim here?
A. Yes. They're not -- the -- those

items are not substantial except for one picture.
Q. And what is its value?
A. I purchased it for $19,000. It's an oil by James Singleton. And it was in my office, and I was asked to leave that and the furniture in my office. And basically everything that I had purchased for the inn or brought to the inn I was asked to leave in place until the inn was sold so as not to disrupt their operations.
Q. And your father didn't pay for that painting?
A. Oh, no.
Q. And where is the painted now?
A. That is a very good question.
Q. You don't know?
A. No.
Q. Is there any document that substantiates an ownership interest in that inn of ten percent to you?
A. Not that I'm aware of. I trusted my father.
Q. Is there any documentation in writing by your father of a recognition of owing any monies to you because of the inn?
A. Yes.

Q. And what is that?
A. There was initially a statement in April of 2000 where we documented the fact that I had been advancing significant monies and that there was interest due on those monies that I was paying to credit cards.
There were further notes later down when we redocumented it where he mentioned that the moneys that he had been sending to me were on account of those debts.
While I was at school those monies that he gave to me were in exchange for the ten percent interest that he had promised me.
Q. Is there any documentation about all of that?
A. I would have to look back. He certainly didn't do it gratis.
Q. Well, have you looked back? Because you haven't produced anything that documents it. That's why I'm asking the question.
A. I -- I know that I wrote him letters referring to it. I know what his agreement was. I don't know. I can't recall.
Q. Can you produce a piece of paper that he signed recognizing and acknowledging the

obligation?
A. I don't believe so, no.
Q. Okay.
MR. KEFALOS: Which obligation are you talking about?
THE WITNESS: That I was going to own ten percent of the inn, and that was part of the reason that I was making $40,000 a year, that my income from the inn was very marginal because I was -- had an ownership take in the inn.
BY MR. HOOD:
Q. Did you work in any other business with your father?
A. I think I need you to be clearer on the question.
Q. That's fine. Was there any other business that he owned or had an interest in that he gave you a share of?
A. No, not to my recollection.
Q. The lodge would be and East Bay I guess?
A. No, not to my recollection. He gave me two tax shelter partnership interests.
Q. Okay. And if he had you'd know that? If he had given you a percentage interest in some

other business --
A. Yes.
Q. -- you'd be able to tell us about it?
A. Yes.
Q. But you don't know that?
A. Yes. But now I assisted him in apartment buildings in New York when they needed to be renovated. I would help him renovate them at times. One he wanted to furnish.
Has somebody turned down the temperature in here?
Q. Are you uncomfortable?
A. Yes.
Q. What do you want me to do?
A. Warm it up.
Q. Okay. We can do that.
(Discussion off the record.)
BY MR. HOOD:
Q. So there's no other business that your father gave you a percentage ownership of?
A. Apart from the tax shelters that he gave me when I got married, and expect for anything that I may own a share of as a result of inheritance, no.
Q. In the divorce did you testify that

your husband had done inappropriate or had an inappropriate relationship of some sort with your daughter?

A. I did not say he had an inappropriate relationship. I said that he, particularly when he was drunk, was inappropriate insofar as not being fully dressed around her, being -- how would I say this? When he was drunk he did not observe normal boundaries between teenage daughters and fathers.

Q. Okay.

A. Wearing just his underwear in front of her and things like that.

Q. Anything ever happen that was inappropriate?

A. He was extremely drunk one night and somehow she ended up in bed with him. And I'm not saying anything happened. He had on -- I don't know what he had on. He tended not to sleep with clothing on, but I'm sure she had clothing on or a T-shirt.

But I was concerned because his drinking was such that he had been passed out for many, many hours. He had failed to pick her up from a play date. I had to drive from New York to

Katonah to pick her up. He was declaring that he wasn't drink, that it was a problem with his thyroid, which is what he used as an excuse, and it was -- his lawyer made it out to say that something had happened. All I said is that I wanted inappropriate behavior to stop.

Q. And did it?

A. I believe so. I mean, inappropriate behavior, I don't know if having your daughter staying with you and three or four times being passed out to the point of unconsciousness where you have to call the ER and have him picked up by ambulance is appropriate behavior, but when you have -- when you're an alcoholic that happens.

Q. How recently has that happened?

A. That happened the summer that we were getting divorced.

Q. And did -- and what year was that?

A. 19 -- 2007.

Q. And has it happened since then?

A. Not, to my knowledge.

Q. Did your father generously give you money throughout his life?

A. Generously give me money? Vis-a-vis his assets and certainly other relationships he

had with women that were not his daughters, I would say he was generous when it was necessary but not extremely generous.

Q. Did he give you a car?

A. He gave me part of a car once when my car crashed.

Q. What kind of car was it?

A. It was a Scion.

Q. What is a Scion?

A. It's a Toyota.

Q. Did you have surgery?

A. Yes.

Q. Did he pay for that?

A. Yes, he did.

Q. Was it expensive?

A. It was slightly over $10,000.

Q. What -- what kind of surgery was it?

A. I was getting divorced. He wanted me to have my C-scar, which was -- I had an emergency C-section and I had what looked like a rope across my belly that -- I mean, it was very unsightly. And we talked about it, and he offered to have it revised, and at the same time I had my upper eyelids down.

Q. Blepharoplasty?

A. I guess. Whatever it's called.

Q. Did it work good?

A. Yes.

Q. That's what it's called. You don't know what it's called?

A. I would recognize the name. I wouldn't be able to roll it off my tongue.

Q. And did he give you an allowance like $3000 every month?

A. It wasn't an allowance.

Q. What was it?

A. $2000 of that was meant to be paid towards the debt from The Inn At Quogue. The other $1000 was a gift. However, there were certain obligations that were clearly aligned with that.

Q. How many times has the IRS audited you?

A. Once.

Q. When was that?

A. In 19 -- oh, gosh -- '88, I think it was.

Q. And did you have to pay any taxes?

A. No. They had to pay. They had to pay me several thousand dollars.

Q. Okay. What precipitated the audit?
A. It was a, you know, where everything counts. You know, everybody -- it's a certain percentage. It was a wild, you know, flow chart and you audit one out of every 40,000 people.
Q. And there have been no other audits?
A. No.
Q. And you have regularly filed state and federal tax returns?
A. Yes. All of my state and federal taxes have been filed.
Q. Every year?
A. Every year.
Q. Now, as I understand it, these -- this little packet of documents is the basis of this claim that -- about the Quogue, and I'm looking at --
A. I have no idea what you're looking at.
Q. I'm going to explain it to you right now. You can look at it with me. June 3, '07 letter by you to Mr. Smith and Mr. Marr?
A. Uh-huh. There was a CD ROM disc attached to this. So it's a big packet of documents that are --
Q. Okay. Is -- and then there's a

June 21, '07 letter --
A. Uh-huh.
Q. -- love, dad. And whose signature is that?
A. Where? Oh, I wasn't -- okay. This was a result of three meetings with my father over Father's Day weekend when he asked me to come down and negotiate certain things that he felt needed to be settled between us.
Q. So this was a meeting that your daddy wanted to have?
A. Uh-huh.
Q. And you accommodated him and went to the meeting?
A. I wasn't going to the meeting. I was staying at his house. We met three times.
Q. This was in the year he died?
A. Yes, it was.
Q. And what -- this is done in July; is that correct?
A. He tried to sign it. He couldn't. He had -- often had problems with dexterity in his hands. He tried to sign it. He said, you know what I'm going to do, I'm going to read it over.
I think he had my sister read it to

him. I was gone. I had signed it and he wanted to review it. I think he went out with one of his aids named Svet -- Svet -- Svetlana. She was Russian. She said he wanted to sign it, but he couldn't hold the pen well.
My sister had a copy of it. And -- my sister Pam. And I believe he signed it over at her place. I wasn't there. All I did was I agreed to it in full and then he was going to review it, have it read to him, and that's all.
But, you know, it -- it was -- it was -- the agreement was put together over I believe it was the week after Father's Day weekend.
Q. All right. Okay. So this is your signature on this third page?
A. Yes. I signed it first that I agreed to everything that was outlined.
Q. And did you type this document up?
A. Yes, I did.
Q. On your computer that you still have at home?
A. No.
Q. What computer did you type it on?
A. I typed -- I believe I started typing it on Helen's computer, which was in the guest

room, and then I think I finished up on my sister's computer, Pam's computer, and then I -- he read it, made some minor changes I believe.
I mean, let me give you an example. I think he talks about the picture, but he kept saying it was by Holmes. I have a statue by Holmes that he liked. It happened to be my mother's maiden name. So it was very -- it was very easy for him to remember, and I kept saying, no, the name of the painter is James Singleton, but he insisted on putting Holmes in even though it was a statute by Holmes and a picture by James Singleton.
You know, what -- I did what he told me to do. He would make minor changes that necessarily made him more comfortable but didn't change the meaning of the document.
Q. Any other changes besides that?
A. You know, it's been seven years. I don't recall exact -- that's one I remember.
Q. And where were y'all when he asked you to make that change?
A. Probably in his bedroom when I was reading it to him.
Q. You read this document to your father?

A. Oh, yea. I mean, we talked about all of the issues in this document. We then went over many different issues where I felt that my economic status had been compromised, and he wanted to make things right. That's what he said.

And we talked about a lot of different things that had gone on. And he said he wanted to make it right, he wanted to feel that everything had been resolved with me. He felt that I had gotten sort of a rough turn in my divorce and that part of it was contributed to by decisions made by people that reported to him or that were affiliated with him and he wanted to make it right.

That was the expression he used: He wanted to make it right, he wanted to be at peace with and not have this between us any longer.

Q. And when -- when was it that you read this to him?

A. It would have probably been -- I met with him three times. And it would have been maybe the Thursday after Father's Day weekend. I probably noted it in a calendar somewhere, but I'm not sure. I have it written down somewhere. I just don't know where it is.

Q. And what do you have written down? The date of what?

A. That I met with him. And two of the times that I met with him there was a woman named Naisha Cherry who was there, and she was -- he didn't want Helen in the room, and she kept trying to cut into the room and he would tell her to leave. And he put Naisha in charge of giving him some privacy. So she was there at least two out of the three times.

Q. And did she witness anything?

A. No. No. She witnessed us talking, looking at books and records. She was aware that we were talking about financial matters. But no, she was not involved in this.

Q. And who -- who are these people that witnessed this?

A. I know because you deposed at least one of them. Well, Larry Bump was the man that my sister Pam was living with at the time, and Jeffery Young was a neighbor whom I had met a few times when I was staying with Pam.

Q. And what is your relationship with Jeffrey?

A. I know his name. I think I met his

mother once when I was over there. I was dropping something off. I can't remember what it was. And I don't really have a relationship with him.

Q. Does Pam?

A. He was Laurie's friend, and he lived two doors down. So he was a neighbor but not an intimate neighbor.

Q. Okay. And where is he now?

A. I have no idea.

Q. And Larry, where is he now?

A. I believe he lives in Atlanta, Georgia or outside of Atlanta, Georgia.

Q. And whose friend was Larry?

A. Pam's.

Q. And how were they friend?

A. They lived together.

Q. I see. And does he have a drug habit problem?

A. Larry?

Q. Yes.

A. No.

Q. A morphine addiction?

A. No.

Q. He's perfectly normal?

A. Larry?

Q. Right.

A. Larry, no, absolutely not.

Q. Okay. How about this other guy Jeffrey?

A. I believe he was in some sort of a work-related accident where he is on some sort of drip pain reliever. Something with the spine. I don't know. I know he doesn't work. I know he has hobbies.

He used to be in his garage doing woodwork or something like that. I don't know. He was just always -- you could see him, you know, in his garage. And I know -- I knew his mother lived inside, but he never -- you know, she was not outside the house. I think she was quite elderly.

Q. All right. And how long have you known Jeffrey Young?

A. I don't really know him.

Q. Okay.

A. I wouldn't know how to get in contact with him.

Q. And Larry Bump, how long have you known him?

A. Since my sister started dating him.

Q. Which was when?
A. I think in 2005. I -- I'm not really certain.
Q. So when he's witnessing this allegedly it's -- they've been living together two years, he and Pam?
A. Yes.
Q. And they're at Pam's wherever she lived at the time?
A. That's what I understand.
Q. And is this her address, 1561 Brianna?
A. Yes.
Q. And that's a condominium?
A. Yes. It's like a little double house.
Q. And what was your father's health on this occasion, July 21, '07?
A. He came over at his insistence, from my understanding, to my sister's and insisted on leaving Helen behind. And he was well aware that my sister had this document, and he had tried to sign it several times. He had not been able to. And I believe his intention was to sign it.
I wasn't in touch with my sister on that day. You know, I wasn't aware this was happening.

Q. This dark scribbling here, you did not see him do that?
A. No. I wasn't there.
Q. Okay. The only thing that you put on this paper in writing in cursive is your signature?
A. Yes. I see my initial below, but I don't know when that -- if that was just -- was it done on each page? Oh, yeah. I always, when I sign a document I initial each page at the bottom.
Q. Why? Why do you do that?
A. My father told me to.
Q. Why?
A. He said it just makes sure that no pages are substituted.
Q. Have you ever had a page substituted?
A. On me?
Q. Yes.
A. Yes.
Q. By whom?
A. My father.
Q. And what kind of document was it?
A. It had something to do with my mother's estate.
Q. And what was that?

A. It had to do with the wording of something. My -- my father was a force to be reckoned with. You had to watch your Ps and Qs with him.
Q. Are you saying he was dishonest?
A. He would work things to his own advantage, and he left it to you to catch him.
Q. And he did that with you, his child?
A. Uh-huh.
Q. I'm sorry?
A. Yes, he did.
Q. And he did that more than once?
A. Well, he took money from my mother's estate and used it towards a building he owned. So I guess you could say yes.
Q. And you as the executor of that estate did not sue him for doing that?
MR. KEFALOS: Bobby, that's the third time you have asked that same question.
THE WITNESS: Bobby, come on. Would you sue my father and be comfortable about it when you're 25 years old and have no money? That's a silly question.
BY MR. HOOD:
Q. How much money was it?

A. What are you talking about? The money in the Donald's -- in the Marion Building? It was well over $300,000. And he agreed to supply an insurance. We did a -- a listing of all of the money, and we showed him the check register. He had no choice but to acknowledge it.
Q. Okay.
A. It was -- it was better to show him what you knew and ask him to make it right. If you demanded something of my father, if you backed him into a corner you weren't going to be successful.
Q. The next piece of paper here is Larry Bump's statement. Did you get this from him?
A. I've seen a copy of it.
Q. No. Did you obtain it from him? Did you type this?
A. No.
Q. Did you get him to sign it?
A. No.
Q. Did you produce any aspect of this piece of paper?
A. No.
Q. Who did?
A. I imagine Larry did.

Q. Why would he do that?
A. Just, I don't know. Probably because there was no notary on a Sunday afternoon.
Q. No notary to what?
A. To notarize his signature on the document that it was signed to.
Q. Okay. The one with the -- the black scribbly marks and your signature?
A. Right. Right.
Q. Okay. And then there's one from Young as well?
A. Yes.
Q. And who got that and did that?
A. Jeffery Young did it.
Q. You had nothing to do with that?
A. I had nothing to do with that.
Q. And this April '07 letter?
A. Uh-huh.
Q. What's this about?
A. The -- during my divorce proceedings my husband was representing that monies that had come from my father that were used towards the house as charitable -- the tax partnerships, the money given to fix the roof, that all of these things were joint marital property, and he was

also trying to get -- he was trying to claim that assets that had been used towards the house from my mother's estate were his as well.

He was laying claim to anything and everything. And so my father was very aggrieved by this, and I told him that he had caused some problems and that -- my husband had been calling him and telling him stuff, and he was receiving phone calls -- or at least Helen was.

And so he wanted to make a declaration that would be shown to the judge that would state that they were not gifts to us both, and he refers to any gifts to me to close the gap between the mortgage of the Katonah property, the down payment that I made from my mother's estate and ongoing monies borrowed from my mother's estate were from my mother's estate, that the monies that I advanced to purchase the tax shelter partnerships were a vehicle meant to enhance my ability to buy the house.

Q. Who prepared this document, April 10, 2007?
A. My father and I discussed it at -- oh, boy, what's the name? There was a restaurant called The Mustard Seed.

Q. In Mount Pleasant?
A. I guess. I just remember The Mustard Seed.
Q. There is a restaurant, Mustard Seed in Mount Pleasant.
A. Okay. Well, wherever.
Q. Why did y'all go over there?
A. He liked it.
Q. He liked it. So he left Charleston and went to Mount Pleasant to have lunch or dinner?
A. You -- it was lunch.
Q. Okay.
A. And he was with my sister and I, and we talked about it, and we worked this up, and I -- I wrote up what he said. He reviewed it, and he said let's go get this signed. And he wanted it to be notarized because I was sending it to the judge for my divorce, Judge Beeler.
Q. So the date is correct?
A. April 10th. I think it didn't get signed until the 13th.
Q. Okay.
A. I mean, first I had to go over the whole thing with him. Then I had to type it.

Then he had to approve it, and then we brought it.
Q. Are you claiming this is his signature in the dark letters here?
A. I believe so. It was also notarized by a bank.
Q. What -- what -- notarized what?
A. Margaret Layman was a notary who worked for Brian Cassidy or Brian Kennedy who was the president or the head of that bank.
Q. Which bank?
A. It was a bank -- I don't remember the name of the bank, Community something Bank. I think it changed names.
Q. It's here in Charleston?
A. Is Brian Kennedy in Charleston?
Q. I'm asking. Is he?
A. He lists his address in Charleston. That's his home address I guess.
Q. Okay. Okay.
A. His business address was wherever this bank was. I don't know Charleston well enough to...
Q. And these three people who got copies, who are they?
A. Okay. Daniel Kelly, my husband, my

former husband. The Honorable Judge Beeler was the judge on the case. And that Valerie Wolfman is my attorney.

And what was particularly relevant is that -- that my husband was claiming that the 2000 per month was a gift from my father as opposed to -- to be credited toward a debt. So it was not income. It was repayment of debt. And he was trying to get out of paying me any maintenance.

Q. Your husband was?

A. Yeah. Uh-huh.

Q. Okay. What's this next Inn At Quogue document?

A. That was the original document which was originally prepared by Hilton, and then I changed it to make sure that it included the accrued interest since my interest rate was at such a high rate of interest and my credit cards had become so voluminous in their balances since paying for all of this stuff.

Q. So what -- what does this represent? Is this your contract of employment?

A. No.

Q. What is it?

A. It is an agreement that my father is

responsible to repay me the monies that I have spent at the Inn At Quogue on behalf of the Inn At Quogue.

Q. $2000 a month?

A. $2000 a month until -- and he asks that I provide an accounting, and the accounting is in the CD ROM. And those payments continued for many years.

Q. What's this next one?

A. Let me get my glasses out and I'll tell you.

Q. This one is hard to read. It's a form that looks like a probate court form.

A. It's probably.

Q. Your -- your claim?

A. I -- I guess. I can't read it. Let me see if I can find grasses.

Q. Matter of the claim. I can't read it. Looks like...

A. I seem to have left my --

Q. $368,000; is that right?

A. That may have been the principle without the interest. I don't -- I don't know. Without the CD ROM it would be very difficult. The CD ROM is an essential part of this document.

Q. Who -- who prepared that?

A. Pam and I prepared that using actual invoices that were put -- that were categorized month by month with a summary sheet. And here is the summary right here, summary of CD ROM.

Q. Okay. Is that accurate?

A. It is accurate insofar as the invoices but not personal possessions. These were the amounts charged on credit cards after allowing for the amount of money that my father had repaid. In other words, this is the end total debits, credits, and it's all done on QuickBooks.

Q. So you began working at Inn At Quogue in 2000; is that right?

A. Uh-huh.

Q. The answer is yes?

A. Yes, sir.

Q. There was never an employment contract?

A. That is correct. There -- well, there was an employment contract of sorts in the fact that we have asked I believe your firm or Hilton to produce it because Hilton had a copy, and we have a couple of copies of -- but it's various pages. My papers were moved around quite a bit.

Q. So explain why you claim that you weren't properly paid during the year 2000?

A. There were cash flow difficulties. I would present bills, and they just wouldn't be paid.

Q. And so what was your salary arrangement?

A. $40,000. It started out at 50 and then it was reduced to 40 plus commission.

Q. And what company was supposed to give you a payroll check?

A. My father was supposed to pay it directly, and he did. However, when I went to the restaurant they wanted -- they had to pay me some -- some amount through the restaurant payroll because I was an officer of the restaurant because I held the liquor license.

Q. And in May of 2000 did your father pay you $5000?

A. I do not have the records in front of me or the CD ROM to confirm or deny.

Q. Did he -- did he require you to present supporting bills on the estimates for work that you did?

A. He saw many bills and many estimates.

Q. So you give him supporting materials for pay, documentation?
A. Yes. My father didn't just write $5000 checks. Where -- where are you pulling that number from, please? I'm not looking --
Q. May 16, 2000.
A. Could I see the document that you were referring to?
Q. No. I'm not -- I'm not looking at a document. I'm asking.
A. You are looking at a document right in front of you.
Q. The procedure here is for me to ask questions, not you. My question is very direct: On May 16, 2000 did your father pay you $5000, yes or no?
A. I would have no idea without the document to direct me.
Q. Okay. Did your father expect weekly accounting and progress reports from you?
A. Yes. He got -- well, monthly. Monthly I was supposed to present my bills monthly, and I often as -- as catering contracts accrued I sent him notices, but they were not sent to him. They were sent to the Hagerstown office.

Q. And it was not weekly, it was monthly?
A. I believe it was monthly because I was supposed to be paid monthly. I'm sure I may have sent them weekly at times.
Q. Did -- did your father often reimburse you for expenses prior to you submitting supporting documentation?
A. Not that I'm aware of. Oh, on one occasion I gave him an estimate to renovate the condo and he gave me a down payment towards the expenses and I never got the balance of it.
Q. Did -- did you declare yourself to be a partner in the Quogue inn?
A. No.
Q. At -- at some point did you claim that you were owed $50,000?
A. A minimum of at least $50,000, but the amount had to be determined by a more accurate accounting.
Q. Was there ever any document to support that claim?
A. Well, there were many documents. I had a collection of invoices that had been submitted that had not been paid.
Q. Beginning in May of 2000 did your

father agree to pay you 2000 a month?
A. I believe it was done in April.
Q. How many -- how many payments did he make to you?
A. He did not start making payments. I don't know if he made any of those payments until I -- I left the inn.
Q. And did you make accurate accountings to him?
A. Yes. And I went over them with him in his office, and I also went over them with him with James and sent them to Hagerstown and -- you know.
Q. Why was he paying you rather than the inn or the restaurant?
A. I don't know. That is what Hilton asked him to do. It was discussed in front of him.
Q. So in March of 2001 your salary goes to 50,000 -- 40,000 a year?
A. Uh-huh.
Q. And why was that?
A. There was a confrontation that I thought I was being -- that there were inappropriate pressures being put on me. I went

to my father. My salary had been reduced, which I thought was retaliatory for not being cooperative on certain issues that I was not comfortable with. My father got involved. We did a contract of sorts which outlined appropriate behavior at the inn, and that -- and the excuse was made that the salary reduction was not retaliatory but that I would then start receiving commissions where I would end up making more money.
Q. Who -- who approved payment or nonpayment of your -- the bills you submitted?
A. I'm not really quite certain.
Q. Were you told not to have any further discussions with the staff at the inn about the debt between you and the inn?
A. Well, they were using a woman who worked at the inn to help me do the accounting. The -- the people at the inn were very well aware of who was paying the bills because checks would be bouncing that were issued by Hagerstown, payroll would not be there, and I would run to the bank and make good the funds and write checks of my own and write -- and give cash to people who had had checks bounce.
Q. So whom were you speaking? Like the

staff, which -- which staff members were you talking to about these financial problems?

A. I didn't have to talk to anybody about the financial problems. The whole staff was aware that if we had a banquet that we were preparing for that we had to pay cash for delivery for the meat, for the wine, often for something that came from Dairyland that I would often have to go get my credit card because they wouldn't accept a check from the inn because the last one may have bounced. Some vendors were cash on delivery.

People would come and make a stink about money being owed, and it was incumbent upon me to protect the reputation of the inn and my father's reputation.

Q. Were you saying things adverse about your father to employees at the inn?

A. I don't believe so, no.

Q. Or adverse about Hilton Smith?

A. Adverse about Hilton Smith, only in that there were certain behaviors that I was uncomfortable with.

Q. What -- what are you talking about?

A. That there were inappropriate sexual references that I was not comfortable with.

Q. To you?

A. Yes.

Q. Did -- are you saying that Mr. Smith tried to have sex with you?

A. He didn't get that far, no.

Q. I mean, actually, you hate him, don't you?

A. You know, it's a very complicated thing. Hilton and I were friendly for many years. He's very charming. He's very talented. He's very easy to get along with. And I don't feel as though he operates in good faith with me.

Q. But you accused him of murdering your father, didn't you?

A. No, I did not.

Q. Who did?

A. I have no idea. That's the story that's been going around.

Q. A policeman arrived at the house?

A. The policeman what?

Q. Arrived at the house?

A. Uh-huh. I didn't call them.

Q. Your father was taken to the emergency room and examined?

A. Oh, no. No, no. No. That's not at

the time of my father's death. They were withholding fluids and food. He was not getting medicine. My father asked me to come down. He got on his health attendant's cell phone. He told me to get down there and to get him out of there.

I called Ed Bennett's office because he told me that Ed Bennett was to be trusted. I told Ed Bennett's office that I was coming, that my father had made this request.

Immediately, as I -- as I understand -- and this is hearsay -- I was told that my picture was posted at the front desk at Vendue Range and that it was told to people that I was a physical threat to my father and that I was trying to harm him, which is absurd. I came down at the request of my father verbally.

Q. Did you do anything to harm him?

A. Absolutely not.

Q. Did anyone, to your knowledge?

A. Not to my knowledge. I was very concerned that there was -- that there were I believe three different packages of morphine that were not locked that were available. I was concerned that my father had not signed his own DNR and that he had not signed the intake papers

for hospice and that he wanted to get out of there.

That's what he said to me on the phone. That's what he said to me when I got there. He said get me out of here. He also told me to hire a plane and take him to New York because he had friends who would protect him.

That is a pretty adamant statement from a man who wanted to get out. He felt very weak. He did not feel as though he had the ability to operate independently given his physical state, and he wanted out.

Q. Where -- where was this conversation? Where was he when you had this conversation with him?

A. He was in the bed in his bedroom.

Q. And what -- and you were there?

A. Yes.

Q. What was the date of this?

A. Oh, gosh. It would be the day I arrived down there. I would have to refer to my records.

Q. How did you get in the apartment?

A. I waited for the change of staff, knocked on the door. They opened it and I walked

in. He was there.
Q. Did you accuse her of trying to poison him?
A. No.
Q. You never did that?
A. No.
Q. Well, who called the police claiming someone was trying to poison or kill him?
A. I called my lawyer, and I said my father feels as though his health is in danger, he's in a dark room there, he is not receiving liquid, he looks dehydrated, he is frightened and he wants to go to the hospital.
So I called my lawyer. My lawyer called the police I believe. There was nobody there from protective services for elderly people. And so they called EMS, and EMS and the lawyers inter -- not the lawyers. The police interviewed my father independently of me, and they assessed that he wanted to go to the hospital and that he wanted to get out of there. EMS and the police. I cannot make the police and the EMS do anything.
VIDEOGRAPHER: Going off the record. The time is 11:28. This concludes video number one.

(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.

Q. Flynn?
A. F-L-Y-N-N.
Q. What was your relationship with her?
A. Well, I had -- I was actually friendly with her. She was developing, in my estimation, dementia. I took care of her after she broke her hip. I stayed there for three weeks and took care of her in every possible way. My father asked me to do it. He was in Healthcare South. So I did it.
Q. What year was that?
A. I -- I -- when they were in New York. I would visit them almost every day.
Q. What year was that, the broken hip?
A. Gosh, I guess it was 2006. I'm not sure.
Q. Okay. How long were they together?
A. They were together probably 15 years, maybe a few more. I'm not sure.
Q. So he was devoted to 15 years of cohabitating?
A. Well, my father was devoted to many women simultaneously.
Q. Including the last 15 years of his life?

A. Absolutely.
Q. And did he ever say anything derogatory about her to you?
A. He thought that she was unbalanced, that she was inhibiting his medical treatment by not making sure he got to physical therapy. He found her very stressful. He wanted to spend time with her but not all of his time and that he wanted to live in New York.
And he also was upset that she was jealous of anybody and everybody that paid attention. He felt that she diverted the attentions of his health attendants to her needs, and that although he cared about her deeply, he felt that she was bad for his overall health.
Q. All of this is what you surmised?
A. No. It's things that my father said to me.
Q. And how often over the last year of his life did you see your father?
A. Well, the last year of his life, until November I saw him very rarely and visited at his request one out of every three weeks in Charleston. I would drive down here. I would stay with him. He wanted me to decorate a house

that he told me he intended to give to me. He -- when he was in New York I saw him nearly every day.
Q. When was it that he moved?
A. And there was legis -- there was litigation in New York about a trust called Samuel Freeman Trust, and he was given to believe that we had initiated proceedings against him personally. He was very offended, as he should have been if that was -- had indeed happened. That was not what happened.
And so I didn't see him from November through March, and then in March I received a call asking me to come down immediately, that he wanted to talk to me.
Q. And what was that about?
A. He wanted to clear up the issues of the money. He wanted to talk to me. He wanted to find out from my mouth what in my mind had happened with the Samuel Freeman Trust.
Q. Did you tell him the truth?
A. Yes.
Q. What was truth?
A. In what respect? I mean, so --
Q. What happened with the Samuel Freeman

Trust that you told him about?
A. There was -- there was a issue with something called Black Rock Railroad where I was supposed to be signing a document. I had not received the document. I received a call from the trustee, Linda Franciscovitch, asking me -- she said it was -- they had to make something, that either it was being written off or it was going under.
I didn't know what it was all about. And it was evidently a railroad the Samuel Freeman Trust had owned. She said it was essential that she had a majority of the trustees. She only had two signatures, I guess from my father and Hilton. I said I'll bring it down.
All I had to do was cross over two avenues and take a bus down and I was there. I arrived. She said I'm surprised that you didn't get this. And I said, well, I said, things are a little strained right now. And she said what do you mean. I said, well, I'm a trustee, I'm supposed to be getting a certain amount of -- a certain budget of -- of grants to bequest. I said I've been told that everything is now to go to Parkinson's research, it doesn't seem that it's

going that way and I'm concerned because I'm getting tremendous pressure to sign grants where I have not received grant requests, nor have I any understanding of the requests and I don't feel that that's appropriate.

And she asked more and more questions. And she said, well, the bank is auditing this because there is some -- there are three little things. One was something with the armory in New York which involved tickets for an exhibit. It was $2000. Something was with a school down here, a girl's school. I can't remember the name of it.

Q. Ashley Hall?

A. Ashley Hall, that's right. And then there was something else. Maybe it was a museum or -- I don't know. It was -- it was three fairly small issues. And then there was one other issue with something called east/west, that the frequency of the contributions and the amounts that they were, that the account was going to be audited, and she was happy to meet me.

And she said how do you feel about that. I said, well, I don't have that much knowledge about what's going on. I said, but I said, I'm perfectly willing to be truthful about

anything. And she asked me did I have any observations, and I told her that there were several things that I was concerned about because of the pressure that had been put on me to approve grants without any -- without seeing any grant requests, that I thought it was inappropriate, it was probably not best practices to do that, to approve grants without seeing the supporting data and that the pressure seemed to be coming from Debbie Tollis, Hilton's office, and not from my father, who was the chairman, and that a couple times I had asked my father over the phone about stuff and he had seemed very vague.

And I said I was concerned that everything be done properly. And she said, well, it's going to be audited. And she said you are a trustee. And I said -- she said do you understand the duties of a trustee. And I said absolutely. And she said your responsibility is a fiduciary one towards the assets of the trust. And I said I'm well aware of that.

Q. Who is the person you're talking with?

A. Linda Franciscovitch.

Q. And what's the timeframe of this?

A. March maybe.

Q. Of 2--

A. Maybe earlier. I'm not -- March 2006.

Q. Okay. When did --

A. Somewhere in there.

Q. What's the date of your father's death?

A. August of 2007, August 4th.

Q. Did you say anything, sign anything or file anything in connection with the Freeman Trust refer --

A. At that time?

Q. -- referencing -- at any time -- your father not having capacity, mental capacity?

A. I had never said that my father did not have mental capacity. What I did say is that I thought he was subject to undue influence and that I thought that his ability to discern complicated documents was impaired. As I would say most people with Parkinson's who are subject to sleep irregularities, medicine, the peculiarities of the disease and the time of their medication. They go like this.

Sometimes my father was as clear as a bell. Sometimes he wasn't. The point was to make sure that when you spoke to him and established

agreements or understandings or you asked him to make sure that he was clear, and I was -- I was fearful that he was perhaps not aware of everything or that he was in a compromised position at times and that there were things going on that were perhaps beyond his knowledge.

Q. Okay. You have related all of this to whom?

A. Well, I certainly discussed it with my sister Pam. And as I was asked questions by the bank in my capacity as a trustee, I certainly discussed it with them and there were examples that I could give to them.

Q. And was there ultimately a lawsuit?

A. There was -- there were proceedings, and I supported the bank. I wanted to protect my father from any liability that he would have for having unknowingly signed or endorsed things that he did not fully understand.

Q. By calling him incompetent?

A. I did not call him incompetent. Where did I call him incompetent? Please show me.

Q. By -- by saying he was unduly influenced.

A. Incompetence is different from unduly

influenced. I could have used the word incompetent.
Q. Well, who were you --
A. I could say he was impaired.
Q. Who are you claiming unduly influenced him?
A. I believe that Hilton Smith was unduly influencing my father.
Q. For what reason?
A. For personal financial gain.
Q. He's going to get the same thing you get, do -- doesn't he? His wife is your sister?
A. That has nothing to do with my father's estate. We're talking about the Samuel Freeman Trust. Samuel Freeman Trust is not owned by my father, not owned by Hilton, not owned by the bank. It is the -- it is a charitable trust.
Q. Do you get paid from it?
A. Yes.
Q. How much a year?
A. Under $10,000 a year.
Q. Your dad made you a trustee?
A. Yes.
Q. You ever thank him for doing that?
A. Yeah. He told me from the moment he

became a trustee that I was going to be a trustee.
Q. Well, you still are?
A. Yes.
Q. Now let's go back to the EMS. You ride in the vehicle with your father?
A. Yes.
Q. What does the ER doctor do when you get to the hospital?
A. They triage him, decide he's dangerously underhydrated, that he would have died within 24 hours most likely had he continued to not receive fluids. They put him on an IV. They noted that his eyes are not dilating properly, I believe, that he is confused, that he seems to be fearful, and that he has expressed a desire to be there.
And he also did discuss that at one point that Helen had been disconnecting his CPAP at night. She found the noise annoying, but then it cut off his air. So he was concerned about that.
Q. He told all of this to the ER doctor?
A. No. He said this on the tape recorder.
Q. To you?

A. To me. It my have been -- I don't know whether it was in the hospital or back at the apartment. I don't recall.
Q. And who did the ER doctor talk to about his condition?
A. Initially talked about me, but I did not have his power of -- his medical proxy. So they called in Hilton and Catherine, who insisted that he be removed back to his residence.
Q. Hilton Smith and his wife Catherine were called?
A. No. Hilton Smith and Helen Flynn.
Q. And Helen?
A. But my concern was that they had signed the DNR, which he told me adamantly he did not want, and that they had admitted him to hospice, which he also said he did not want very adamantly. And he said he never signed that, and indeed he didn't.
Q. And all of that's on your recording?
A. Bits and pieces. I don't know. I haven't -- I don't read the recording daily. I haven't read it for several years.
I remember how I felt during the time, which was extremely distressed, concern for my

father's health, and that I desired for him to get the medical care that he was requesting.
Q. So the doctor called Hilton?
A. Yes.
Q. To discuss the care he needed?
A. To discuss the care that Hilton as his medical proxy had decided he needed, yes.
Q. On the advice of a doctor?
A. On -- I don't know. I wasn't there.
Q. Oh, you weren't there? I thought you went in the ambulance?
A. I went in the ambulance. I was not there when the doctor discussed it with Hilton.
Q. How long did you stay at the hospital?
A. Until my father left.
Q. So you were there when Hilton arrived?
A. I was there when Hilton arrived, and I left the room when Hilton went in.
Q. And he talked to the doctor without you present?
A. Yes, I believe so.
Q. You did not record that conversation?
A. Of course not. No. I wasn't there.
Q. Well, you could have left the tape recorder running?

A. I don't do that.
Q. Why did you record any of this to begin with?
A. To make sure that somebody didn't say I was lying. I wanted my father's words on tape so that people knew what he wanted, not what other people said he wanted, what my father said he wanted.
Q. Do you know what he said he wanted in his will about you and his children?
A. I -- yes. I've read his will.
Q. Do you understand what's in it?
A. To -- yes. To a great extent, yes. I also know that he told me that he had been to Ed Bennett and that he had changed his will and that I was supposed to get a changed will, but I never did. So I never knew what happened to that second will. It's a very interesting issue, isn't it?
Q. Before your father died did you ever allege that he lacked mental capacity to anyone?
A. What I said is that my father was at times, due to his illness, medication, fatigue, failure to be medicated properly and stress, unable to handle complicated transactions.
He also had macular degeneration and I

would see him reading something upside down. So he clearly couldn't read very well. And I was concerned that he was signing documents. And there was a perfect example of this.
I was at his home in New York and there were many, many calls for him to sign this document. This document had to be signed -- I believe it was a Friday -- had to be done by 3:00. The bank needed the document. Many, many calls. He was annoyed. He felt pressured. He was saying don't pick up the phone. Finally he picked up the phone, he called, he said I've got to sign this. And I said, daddy, I said, please don't sign anything unless you really understand it.
So some sort of a document was sent over. He read the document and he signed it. And then James came over later to -- I'm sorry, the stamp, the notary -- to notarize it. And indeed, my father had signed it. Although, James was not there when he notarized it. And then it was rushed off by fax or Federal Express or something.
Q. What are you talking about? When was this?
A. I believe it was Wachovia bank, and I said, daddy, I said, you said you were not going

to get more involved in more deals, that you wanted to take a rest and retire. And he said, Liz, it was only $500,000, and I looked at it and I said, daddy, it is $5 million, not $500,000.
Q. When was this?
A. This was in the early spring of 2006. And I was very angry. I felt as though he'd been...
Q. So let's get back to my question. Before he died did you ever tell anyone that your father lacked mental capacity?
A. Did he lack mental capacity? I would have only said that if there were many conditions attached to that comment.
Q. So then did you ever allege to anyone that his mental capacity was seriously impaired?
A. Yes.
Q. To whom?
A. To the bank.
Q. To which bank?
A. Bank -- U.S. Trust.
Q. U.S. Trust?
A. Yes.
Q. Whose bank was that, his or yours?
A. That was the bank that was U.S. --

that the Samuel Freeman Trust was headquartered at.
Q. Okay. Anybody else?
A. That he was impaired? Impaired as a sole comment, no. Impaired subject to the conditions that I have stated to you, yes. And may I answer in greater detail?
Q. Sure.
A. I'm a trustee right now of the Samuel Freeman Trust. I review every year probably over 100 grant requests. Some of them are up to 30, 40 pages long. You have to analyze the original trust instrument. You have to analyze the grant request. You have to analyze financial statements coming from these charitable organizations, the consistency of their statements and how they perform as a followup on what they have requested that the money be used for.
Now, was my father with macular degeneration, impaired health and energy, an inability to read long documents, an inability to go long periods of time without some confusion -- it was erratic. Was he 100 percent qualified at all times to take on the vast responsibility of reviewing 100 financial documents? I don't think

so.
Q. And your sister Pam is a trustee also?
A. Yes.
Q. Is she able to?
A. She is able to do it. She does it when she is feeing well. But she does not have to review -- the ones that she reviews now are the ones that have already been submitted in the past. So she can look at the updates. She can do it now. But she is becoming impaired, yes.
Q. Well, what is the state of her health?
A. Precarious.
Q. Precarious. And how long is she competent to -- to talk to people --
A. She does not have brain cancer.
Q. Okay. So her mind is fine?
A. She has breathing difficulties and liver difficulty.
Q. Okay. So she can give a deposition?
A. If she can speak. She coughs. She is very weak.
Q. She goes to the trust meetings in New York?
A. She hasn't. She didn't go to the last one, and I doubt she can go to the next one, if

she's still alive.
Q. When was the one before the last one?
A. November I believe.
Q. Was she there?
A. No. No. November? No, she wasn't there. She was at the one previous to that.
Q. Which was that one?
A. I don't have the exact date.
Q. Approximate date?
A. September.
Q. September, and she was there for how many hours?
A. She was there for three hours. No. Two-and-a-half hours. And she came home and she slept for five hours, and then she came with me to Katonah. I carried her bags. She didn't go out. She slept every day for at least five hours. I took her to a dinner party where all she had to do was sit in a chair, and she was coughing almost uncontrollably.
She's in very poor health. She cannot pick up a guardage can. She has to be helped into the bathroom. She is in a wheelchair for anything longer than half a block.
Q. Does she have around the clock care,

nursing care?
A. Not around the clock. She can't afford it. She has a nurse that comes in every day. She has her daughter Ashley, which I'm paying for. She has somebody to walk her dog, and she has various people that are with something called Visiting Angels Nursing Service.
Q. So back to the emergency room. How long were you there?
A. The emergency room with my sister or with my father?
Q. Your father.
A. Probably three hours.
Q. Okay. And how long into that three hours was it before Hilton arrived?
A. Maybe an hour and 15 minutes later.
Q. And after he talked to the doctor what happened?
A. He was very quiet all of a sudden.
Q. The doctor?
A. No. My father.
Q. And did the doctor discharge or admit your father to the hospital?
A. He said he was obligated to follow the -- they were going to keep my father for

observation and tests, but he said he was obligated to follow the instructions of the power of the medical proxy holders.
Q. And what was that?
A. That they wanted him to go home. However, the court did appoint a special supervisor, some guy named Walter, to oversee his care going forward because of his express wish taken down by the police and the EMS to not be treated in the way that his medical proxies had instructed.
Q. Okay. So he went home that same evening. What time did he get back to his condominium?
A. Oh, probably very late at night.
Q. Did you go and stay with him?
A. I left. No. I did not.
Q. Okay. And did -- did you leave town? Did you stay around? What did you do?
A. No. I stayed.
Q. Where -- where were you staying?
A. I was staying at my sister Pam's.
Q. She has a house here?
A. She did.
Q. Where was that?

A. On James Island or -- I don't know. James Island, does that sound --
Q. Well, what was the address?
A. It was the address that was on that paper you showed me, the Brianna, Brianna Lane somewhere.
Q. Okay. And how long were you here after that?
A. I was here until my father died.
Q. You stayed continually?
A. Absolutely.
Q. Did you see him daily?
A. Once the -- Walter ordered that we see him because my father expressed a desire to see us. It was not permitted by Helen. And then Walter stepped in and said your father wants to see you daily, and we were permitted see him.
Q. And did you do any other recording?
A. No.
Q. Did your sister Pam ever do any recording?
A. No.
Q. Of anybody?
A. Not that I'm aware of.
Q. Any phone calls recorded?

A. No.
Q. Any answering machine recordings?
A. No.
Q. At her house or your house?
A. No.
Q. Did your father have an answering machine?
A. Gosh, probably, but I -- I can't remember.
Q. Now, he died how long after that ER visit?
A. About, oh, maybe eight to ten days, maybe ten to fourteen. I can't remember.
Q. And who asked for an autopsy?
A. My sister Pam.
Q. And why did she not agree to have it done here in Charleston?
A. She -- they did them at Medical University of South Carolina, but she felt that there was a compromise in that Hilton was affiliated with the Medical University of South Carolina.
Q. What were y'all hoping to prove from this autopsy?
A. We weren't hoping to prove. We were

hoping to confirm that my father had died a natural death.
Q. And what did you learn?
A. We learned that he had conditions that would have been revealed through medical testing that could have arrested the condition that led to his death, which was uncontrolled bleeding in his bowels; that there was a perforation called ischemic colitis something and that it would have been easily detected had he stayed at the hospital. They could have detected it and he could have chosen whatever to have it addressed.
Q. And so do you blame someone for your father's death?
A. I find it inappropriate that if my father wanted to be taken to the hospital that he was removed from the hospital that he indeed did have a condition that precipitated his death that could have been detected and could have been prevented if he wanted to.
And what it boils down to is my father did not sign his -- his DNR. He did not sign hospice. He wanted out. He openly and notoriously expressed that to the EMS and to the police and he was taken back.

Q. Did he ever go back to the ER --
A. No, he did.
Q. -- in another EMS?
A. No, he did not.
Q. He died at home.
A. Yes.
Q. Were you there when he died?
A. Yes. I was holding his hand.
Q. Did you want the autopsy?
A. I wanted to be assured that he indeed died as he should have died.
Q. And were you?
A. The way I feel about it is if your -- if you essentially have uncontrolled bleeding in your bowel which leads to pneumonia, it's a very typical sequential thing, that if you did not want to die that way and if you expressed it and you died that way, then it is inappropriate.
And I also know that he was being given morphine, and morphine accelerates that process because it presents breathing difficulties, and he did have pneumonia at the end.
And so he did not ever express a desire for morphine. He did not say he was in

pain. He said he was uncomfortable. And indeed, he should have been uncomfortable in that he had several quarts of blood leaking out of his system in his bowels. And I feel very bad that he was so uncomfortable. If he chose to remedy it by having it drained, I don't know if he would have lived. I have no idea.

Q. Have you ever asked any doctor about it?

A. I did a lot of research going over the autopsy. I came to the conclusion that his death could have been delayed, perhaps not for a great length of time, but the issue is not whether it happened. It's whether he wanted it to happen the way it happened, and he had expressed to me he didn't. And my position as his daughter was to protect what my father said he wanted.

Q. And you have all of this on this recording?

A. All of this, what I just said to you?

Q. Yes.

A. Yes.

Q. That he --

A. That -- that he expressed a desire to go to the hospital, that he wanted to get out, he

wanted to go to New York, he had friends who would protect him. I don't know how much of that -- I mean, he said it to his nurse. He said it to me. He said it to my sister. He was -- he wanted out.

Q. Was your sister here the entire time from the ER until he died also?

A. Yes.

Q. And were y'all physically with him during those -- that one week?

A. Yes. On -- we were allowed certain amounts of visits.

Q. And how -- how long was his funeral delayed to get this autopsy done in Atlanta?

A. The funeral was not delayed. He had an empty casket.

Q. I see. And how long was it before his remains were buried?

A. The autopsy was greatly delayed for months and months. We couldn't discover what was wrong, and we didn't get any good excuses. We finally got an autopsy like nine months after he died. We were very, very unhappy with that. And you know, it's -- the further it goes without an autopsy, the less valuable information you get from an autopsy.

Q. How many people have you told that you blame Hilton for killing your father?

A. I have told nobody that I blame Hilton for killing my father.

Q. Has anyone said that?

A. I don't know. Not around me, no.

Q. Has Pam said that?

A. No.

Q. Has Pam said that?

A. No. But we do feel that his removal from the hospital created a circumstance in which my father's continued existence, whether in good health or not, it's really up to him to decide if he wants to be in the hospital, to be at home, what medical treatment he wants, particularly if he did not sign the DNR and he did not sign the hospice paper.

Q. Did you ever tell Hilton these things?

A. No. I wasn't really chatting with Hilton much.

Q. Did you ever share the recording with Hilton?

A. No. But I believe that my attorney had the recording, and it certainly has made its rounds, from what I understand.

Q. Not to us.

MR. KEFALOS: It has. Sent it to you three years ago.

MS. HOOD: We have a recording, one recording.

THE WITNESS: Something Roberts did the -- the translation of it.

BY MR. HOOD:

Q. What are you talking about, a tape recording?

A. A tape recording.

Q. Like a --

A. Yes.

Q. A tape recorder?

A. Yes.

Q. That you owned?

A. That I bought, yes. Radio Shack, very sophisticated. Not hidden.

Q. Okay. And it's on a little cassette, what's recorded?

A. Yes, I believe so. I haven't seen it for seven years. I gave it directly to my attorney.

Q. The recording device and what was recorded?

A. Of course. And then he had it analyzed by something named Roberts. Is that your company? Yes, I think so.

Q. And who was the lawyer you gave it to?

A. Steve Slotchiver. I have never touched it since.

The issue was not whether my father trusted Hilton. The issue was my father had every right in the world to change his mind and say I want to live. He never signed the DNR. He never signed the hospice papers.

I don't think that it was necessarily malicious, but when somebody expresses a wish to go to the hospital and to change the medical facility and to receive treatment, I believe they are -- should be accorded every respect as somebody in good health. And I don't believe that that happened. And my interests were my father's interests and not Hilton's or Helen or anybody else.

I am my father's daughter, and what my father wanted health-wise is what I wanted for my father. End of subject.

Q. And what you are claiming he wanted --

A. What I am saying he recorded on a tape

recorder.

Q. Right. Did he ever share that with anyone other than you and that -- and putting that on that recording?

A. He said it to Pam. He said it to one nurse that I know of. He spoke of it to doctors in New York that he saw that he went to secretly.

Q. Who -- who is the nurse you're talking about?

A. Naisha Cherry.

Q. Okay. And the doctor in New York, you -- he didn't go to New York --

A. There were several doctors. There was a Dr. Severett. There was a Dr. Fahn. There was a Dr. -- I'd have to look up his name. He went to Saint Luke's. He went to New York Presbyterian. He talked to other doctors he knew.

He wanted me to research Burke Rehabilitative Center. He wanted aqua therapy. He wanted dexter -- whatever it's called, occupational therapy for his hands. He wanted to be treated in New York. He was adamant about it, and he was unhappy.

He didn't want to hurt anybody's feelings. He wanted Helen out of the picture

because he felt that she wanted him to lie in bed with her all day long and he wanted to get better. I'm not saying he could have gotten better. I'm just saying he wanted to true.

Q. The debt you're claiming against your father's estate, did he ever acknowledge that debt in any writing?

A. Yes.

Q. And what writing is that?

A. I went to him. We were -- I was going through my divorce. My husband was claiming all proceeds from my mother's estate as being half his, as well as all gifts from my father towards the house. And I said to him, daddy, you know, we need to document this because the money that you owe to the estate, the moneys that you have already paid to my mother's estate that directly went into my house, gifts to me, I said Dan wants it all. And I said you need to protect me because that's not what your intention is. It's not what my intention was. And it's certainly is not the intention of my mother for Danny Kelly to take off with her assets and your repayments to the estate.

And he agreed that it was inappropriate and that he wanted to protect me.

And I said, why don't I write a letter. I said I write you these letters all the time, I said, but I need you to confirm indeed that this is an estate that is separate and apart from any marital assets and that he has no claim to them and that there is no intention for him to have claim to them.

And I said your financial condition has become so mixed up with Helen, Brianna and Hilton, who have no claim on my mother's estate. I mean, Hilton has a wife who has a claim. I said it used to be very simple: everything was being left to your daughters; now this one wants this, this one wants this, this one is in partnership with this. I said you owe that money, I want you to confirm it. And I said I want this to be settled business.

Q. What did he say?

A. He agreed.

Q. And so what was done to confirm it?

A. I wrote him a letter. I brought all of the papers of the original note, and I was meeting with him. Helen knew that I was meeting with him, something about my divorce. I met him at the Carlyle apartment. We went over to -- one

of his attendants parked my car, which I'm surprised I didn't get a ticket. Lucky walked us to the restaurant. He then took off and --

MR. KEFALOS: Excuse me a second, which debt are you talking about?

THE WITNESS: I think the estate of my mother; am I correct?

MR. KEFALOS: Okay. I didn't understand. I thought we were still back on --

THE WITNESS: And I read him the original note. I mean, he recognized it. I mean's, it's this long thing. It was yellowed. His signature. I mean, he was very familiar. He had reviewed it an endless number of times in the past.

And I said, daddy, I said, we need to get this settled. I said this is bad blood. I said you don't want Helen to know about it because you've borrowed money from her, and you don't want her to know that you defaulted on the debt to your wife much less the woman you are living with.

I said Hilton is supposed to get a share of your businesses, that -- his share will be diminished by a debt that you owe that's substantial to something else.

Brianna, although I have told her that this money is owed, she doesn't want to know about it. Brianna is always most interested in her pocket. Why should she be interested in my mother's estate being repaid?

I said you need to clear this up, you need to honor your original debt, and I want this done because it's also polluting my divorce.

And we sat down. I went over all of the papers. And before I went there I called my friend Gill because he's a lawyer, and he has a -- a notary. He lived in the same building upstairs.

BY MR. HOOD:

Q. Did he live with you some?

A. No.

Q. Y'all never had a relationship?

A. Oh, God, no. He likes Asian women that are size zero.

Q. And your sister never had a relationship with him?

A. Which sister?

Q. Either one.

A. Nobody. Nobody. He's a friend. I mean, he's a nursery school friend. Meaning his son went to nursery school with my daughter. I

mean --

Q. Do they live -- do they live together or have they ever lived together, his son and your daughter?

A. No. They were three at the time.

Q. No. At any time?

A. No.

Q. You said she's 26 now?

A. Yes. No. No. I haven't seen Gill I think since last Christmas. I had a drink with him last Christmas. He's a friend. He's married. He has a small child. He works in security for Homeland Security and he's retired from the army and he's a busy guy.

I mean, I like him. I'm in correspondence with him, but it's mostly about the CIA with a dog that is a bomb-sniffing dog named Gill, and it's just kind of a running joke between us.

Q. Okay. So you asked him to come to this restaurant?

A. Yes. I said could you be there in case my father gets this done. And he said sure. And we were supposed to meet Alta Brockington for lunch.

Alta is famous for being 45 minutes late on the best of occasions. Alta is perennially late. She gets up late in the morning. She never goes out without full makeup, perfect dress. She has to be just so. So even if you say I'll meet you at 1:00, if she shows up by quarter of 2:00 or 2:00 you're lucky.

So I knew I would have time with him. Lucky immediately went off to go drinking with Sony at this cappuccino bar that they went to. I didn't -- he didn't say he was going to be drinking liquor, but it was generally what happened. And I was with my father.

I read him the document. I explained why it was necessary. I read him my letter. I let him look at the papers. I read him anything he asked me, and he agreed to sign.

At this point I looked over, and sure enough, Gill was in the bar. It was sort of like the way this thing was, there was a bar and then there was a wall, but there was I think a curtain. You know, but you could see through. I mean, it was pretty clear. And I signaled and I said, daddy, if you sign this I want to get it notarized. He said who's going to notarize it. I

said, well, Gill is at the bar, maybe he can do it.

My father knew Gill. And he came over. And my father, first thing he said is, can I get you a cup of coffee. And Gill said no, thanks, I've had some coffee, but thank you very much, I'll take a glass of water. And he says, I'm signing this thing and -- or something like that. And Gill said fine, if you want me to, you know, notarize it or witness it I'll do it.

And he started to sign, and then he started doing this, and it was really -- and it wasn't on the line.

Q. Indicating shaking his hand or tremoring?

A. Termor, tremoring.

Q. Okay.

A. You know, he -- he -- I think he wrote agreed, and then he couldn't sign his name and he did like his initials. But Gill wanted him to sign on the line in his full name and he couldn't and he got very huffy.

My father was a proud man. He didn't like to see -- another man see him lose control of his dexterity. And he got very kind of like

that's all I need, and he stuffed it in his briefcase. And I said, well, that's fine. You know, thank you, daddy. And you know, I mean, Gill was dismissed.

My father was -- I think he was embarrassed. You know, he -- my father was a man who had pride, and I don't think he liked somebody seeing him lose control of his grip. I -- I -- I think he was embarrassed, and so we just changed the subject. And then along came Alta maybe five minutes later. I don't know.

She was -- she came in and she talked and we were going on and on and she was more trying to make sure he was going to get to see some of the doctors that they visited.

He went and saw doctors with Dana Flavin, who I had not met with at that point at that lunch. We met with Alta. He went with Pam to a doctor. I mean, his whole life he had a -- he wanted his full medical treatment in South Carolina. He was seeing a hell of a lot of doctors in New York if that was his intention.

Q. Okay. Who is Alta Brockington? What is her role in all of this?

A. Alta was a close friend of my father's

and had been his companion in a more intimate sense from time to time over many, many years.

Q. Was she married?

A. No. I mean, she has been married once many years ago.

Q. Was her maiden name Brockington or her married name?

A. I believe that's her maiden name. Her father is a lawyer somewhere or -- very elderly, but he's in South Carolina.

Q. Where was she born and raised?

A. South Carolina, Charleston insofar as I know.

Q. And did she witness any of what you're saying transpired?

A. No. She came in after -- right after Gill had left.

Q. So what did Gill do, if anything? He came over. Spoke to your father. He also --

A. He saw him sign -- he -- well, he was in the bar. So he could see me flipping through the pages.

Q. Okay.

A. You know, he knew that it was happening.

Q. Right.

A. And I was reading anything. I was answering my father's questions. Remember, because we had 45 minutes sitting at the table. So, and then Gill came over, and my father started to sign. He -- I guess he did sign as much as he was capable of signing. He wrote agreed, which I thought was odd, and his -- I guess his initials, and -- and then he got huffy because he was physically impaired. Not mentally impaired, but physically impaired, his hand, his trembles. So he stuffed it. He goes, I'll take care of this later or just -- I mean, he just sort of dismissed.

Q. And then did what with the paper?

A. Stuffed it in his briefcase.

Q. And Gill, now he would work for your father and your father had fired him?

A. Well, my father had fired him because Theresa Fontana wanted a job. Well, there are two things that I'm aware of. He disagreed with billing hours that were being -- that were being submitted to a friend of my father's and refused to sign the document asserting that he had done those hours, and Theresa Fontana had a special

relationship with my father and she wanted work and she wanted to live in the building and...
Q. When was this?
A. Oh, gosh. Several years earlier.
Q. So was your father upset to see a guy he had fired?
A. No. My father -- in fact, Gill had driven him to my 50th birthday party.
Q. Which was how long prior to this deal in the restaurant?
A. Oh, gosh, two or three years.
Q. What was --
A. And he would run into my father when my father was visiting Alta. They were in the same building. So he would run into him in the hallway. I mean, it wasn't -- it wasn't like, oh, my, God, you know. It was very...
Q. So they never had any kind of words about the firing?
A. No. He just -- the way it was said is Theresa will be taking over these duties. And you know, I mean, he had plenty of work. He was with Special Forces. He had lots of active duty he had to go. Three or four months a year he was gone anyway. He was all at maneuvers and going down to

fort this or fort that. You know, he was going through a divorce. He just -- you know, there was a lot going on.
Q. And you gave him $4000 for what?
A. Gill and I lent money back and forth like -- you know, I was going through a divorce. Are you talking about in '06? I think in all --
Q. Right -- right after this -- this encounter --
A. Oh, yeah. Well, it was -- that was unconnected. I owed Gill money.
Q. For?
A. He had lent me money, probably to pay a bill. I -- those -- you have to understand, the bills from Quogue were running at this point at 29.99 percent.
Q. Did he have an interest in Quogue?
A. No.
Q. Why would he give you a nickel to put in Quogue?
A. It wasn't to put into Quogue. It was to pay my debts resulting from Quogue to keep me out of dutch.
Q. Why would you put a nickel into Quogue when you owned none of it?

A. Because my father said he was giving me ten percent, and I loved my father, and my father didn't get a loan because of Hurricane Floyd that he intended to get for Quogue which would have enabled him to do all of this work.
All of the banks cut off all of the lending to any -- any resort that was by any body -- body of water where there had been inflow from Hurricane Floyd.
Q. How often did you and Gill lend money back and forth?
A. Oh, God, we did it for years.
Q. How many years?
A. Probably four or five years.
Q. Now, this is a man you have not had any sexual relationship with?
A. No, but he was a good friend.
Q. But he was a good friend?
A. Yeah.
Q. You would lend him money and he would lend you money?
A. Right.
Q. And did y'all charge each other interest?
A. No.

Q. How long was the longest period between a loan and a payment?
A. I think when I paid him the $4000 it was because I had gotten money from the sale of a property in my mother's estate.
Q. You weren't paying him $4000 to be in that restaurant to witness --
A. Oh, for God's sakes.
Q. -- whatever was going to happen?
A. No. You don't understand Gill if you're saying that. Gill isn't bought. He's Special Forces. He went to West Point. He's a lawyer. He isn't that type of a guy. And I think to impugn his name is really inappropriate.
Q. So then we can take the 4000 you gave him and trace it back to 4000 he gave you and show that it was totally appropriate for you to be giving that 4000 --
A. Oh, yeah. If I can find the records of whatever it was I will find them. I mean, we're talking about going back ten years. He's moved three times. He's been married. His first wife died. I mean, you know.
Q. I'm not asking him for records. I'm asking you for records.

A. I will do my very best. I don't know what I have.
Q. Now your training is in accounting; yet, you can't find a check for $4000?
A. No, my training is not in accounting.
Q. I thought you did say you were --
A. No. My accounting is -- my degree was in insurance.
Q. Insurance?
A. Yes.
Q. I see. So you were an insurance broker?
A. No.
Q. Agent?
A. I was an insurance major that went into a credit training programming.
Q. I see. Where did you major in insurance? I missed that.
A. I didn't major in it. Oh, I didn't major. No. My -- my -- everybody had to pick a degree of concentration. It wasn't called a major. At Wharton I got my degree in finance and and compass. That was what it called -- they called it back then. But I took my focus in insurance, which was the financial end -- the

financial end of insurance. That's when people used insurances more often as financial instruments.
Q. And you worked for banks?
A. Uh-huh.
Q. You lent money?
A. Uh-huh.
Q. You dealt with cred --
A. I took accounting 101 and 102, yes. I took a full year of accounting.
Q. Okay. But you -- you're saying I don't know whether I can find a check that Gill gave me or I gave him at any given time in the last five years?
A. In the last five years? We're talking 2006. So I believe that's eight years.
Q. Okay.
A. I've moved. I could attempt to find checks. I can assure you that I was not paying Gill to -- no, absolutely not.
Q. So he just happens to be in the restaurant at your request?
A. No, he didn't happen to be in the restaurant. It was at my request.
Q. And how long after that event was the

$4000 check written?
A. Gosh, if you say it was in March, then it was the next month.
Q. And you say it was just the repayment of a loan from him to you?
A. Oh, yes.
Q. Is he married?
A. He is married now, yes.
Q. Okay. Did you borrow money from his wife also?
A. Never.
Q. Did she know you were borrowing money from him?
A. Probably. He didn't keep secrets. I don't know if he was married in 2006 or not.
Q. How did he have enough money to lend you money raising a child and having a wife and --
A. He inherited money from his father in Flat --
COURT REPORTER: If you could just let me get the question.
THE WITNESS: I'm sorry. I'm sorry. He inherited properties in Flatbush, Brooklyn, and his father owned two houses. His father died.
BY MR. HOOD:

Q. In what year? What did you say?
A. That his father died. I have no idea.
Q. No. How long -- how much was this property worth and when did he inherit, is what I'd like to know?
A. I'd say probably early 2000s.
Q. Okay. And how much was it worth?
A. It was two buildings. I think, 6, $700,000. I can't swear to that. It's just sort of a vague figure in my mind.
Q. And did he hold on to that money or --
A. Oh, yeah. He had -- he had balances of money.
Q. Did he lend money to anybody besides you?
A. Yes. Well, he would go back and forth with Lynn Rogen, another friend of mine. Believe it or not, nursery school. She used to send money to her sister, who is a little afflicted. And she would wait until she was getting money in, but if her sister needed money. They -- they did money back and forth, too.
Q. During the same time period, 2006/2007?
A. I have no idea.

Q. And where does she live?
A. She lives on East 75th Street in New York.
Q. Are y'all still friends?
A. Yeah.
Q. And what's the most he lent her?
A. I think probably more -- I have no idea.
Q. And you -- how much is the most he ever lent you?
A. The most he ever lent me was during and after my divorce he leant me $11,000 in total, and the minute I had it I paid it back.
Q. Where did you get the $11,000 from?
A. I liquidated a pension, a 401(K), and paid him back.
Q. And you got money from whom? Who was -- the 401 was -- was how much?
A. Oh, like $88,000 I think.
Q. So you paid taxes on it?
A. Uh-huh.
Q. And what was left after you paid him off?
A. I paid him off. I got a new boiler for my house, a new water heater. I insulated the

house better. I -- you know, I did really necessary repairs. The house was in poor repair.
Q. So you spent that money, the 401 money?
A. Uh-huh. Uh-huh. For the most part, yes.
Q. Did you have to pay anybody else back a loan?
A. I don't think so.
Q. So Gill is just a good friend that when you need money you could call and borrow money from?
A. Yes. And he -- and if he needed money, if I had it. He could call me right now.
Q. And that relationship or friendship started when he worked for your father?
A. No. When he -- his son was in nursery school with my daughter and I was building a playground for the -- for the nursery school on the roof and I was having problems with the union and he offered to show up in full military dress and advise them that the union shouldn't mess with me, which was a very nice thing because they were all military, and they didn't mess with me any longer, and that was how I got to know him.

Q. And this document he was going to witness, your father never signed it?
A. My father wrote agreed and his initials. He signed it, but he didn't sign it on the line.
Q. Did he sign it the way he normally would sign his name such as writing a check, which he did many times?
A. My father did not write many checks. My father had a business manager, James, who wrote his checks. He had people in Hilton's office who wrote checks. My father did not write checks, and write his bills. You know, to the best of my knowledge. He may have been brought a check to sign, but most people had his power of attorney that handled his financial affairs.
Q. When he signed something his name was William initial what?
A. William E. Murray.
Q. What did the E. stand for?
A. Edwards.
Q. Did he spell out the Edwards or just William E.?
A. Usually he just did William E. Murray.
Q. And did he do this on this

document when --
A. He did WEM, and then I think it trailed off.
Q. Did he say William?
A. I don't think so. I think it was W. You know, I think he was trying to sign. He couldn't do it. He was trying to get out what he could go.
Q. Did he write William? Yes or no?
A. No.
Q. Did he write Murray? Yes or no?
A. No. Did he sign it? Yes.
Q. Yet his signature was William E. Murray, and that's not on the document correct?
A. That's right, but he often signed agreed, WEM to financial things that he had agreed to. So I wasn't that disturbed. I just didn't know if it counted.
Q. Have you ever seen any other document that your father wrote agreed on?
A. I -- yes. He used to do it with me when I would give him estimates for work at -- being at Quogue.
Q. And he -- and do you have any such documents that he wrote the word agreed?

A. No.
Q. And the word agreed on the document we're talking about was not written by you?
A. No.
Q. Or your friend Gill?
A. No.
Q. Or anyone else?
A. No.
Q. Do you understand?
A. Yes, I understand completely.
Q. It was not?
A. It was not written by me or Gill or anybody else.
Q. And he put this document in his briefcase?
A. Yes.
Q. What color was the briefcase?
A. It was dark. It was pretty beat up. It had a little handle that came out. It was black I think.
Q. Did he carry it wherever he went?
A. He always carried a briefcase.
Q. But he was a lawyer, wasn't he?
A. Yes. It wasn't the big briefcase he used to carry. It was a much slimmer one.

Q. That you would carry like a notebook and a pad and a few documents but not a lot of books and stuff in it?
A. Right.
Q. And where is that briefcase now?
A. I have no idea.
MR. KEFALOS: Can we take a break to use the restroom?
MR. HOOD: Two more questions and you then -- you okay two minutes? Is that okay?
MR. KEFALOS: Yes.
BY MR. HOOD:
Q. Before Mr. Murray died did you ever allege that your father lacked a mental capacity?
A. No. I would say he was impaired.
Q. Was he -- and did you ever say he was severely impaired?
A. I could have said it. I don't specifically remember it. At times he was severely impaired, absolutely, when he hadn't had his medicine, when he was fatigued. At certain times of the day he would absolutely be impaired.
MR. HOOD: We'll take a break.
VIDEOGRAPHER: Going off the record. The time is 1:24 p.m.

(A recess was taken.)
VIDEOGRAPHER: We are back on the record. The time is 1:19 p.m.
BY MR. HOOD:
Q. Did you ask your father to pay for your attorney fees that you incurred during your divorce?
A. My father offered to pay. I never asked him. I told him I was at a disadvantage, that I had no idea where Dan's mon -- money was, that he was hiding money with his parents, that we had never shared a joint bank account and that he served me and I had no funds.
Q. Did you pay your father back?
A. No. I intended to out of the proceeds of my divorce. And when he saw what had happened with various discrepancies that the judge took into account as me having income from him and that I received no what's called alimony, maintenance in New York, he decided to forgive the fees. And I believe that's mentioned in his letter that he wrote to me whenever. You -- you pointed out the letter to me.
Q. So how -- how -- how were the attorney fees reached if there was a settlement?

A. Dan actually used Elsbeth's college fund for his, nice guy that he was. My father gave me $20,000, and I paid -- I believe at one point he gave me another 10 after a long period of time, and I paid the balance out of my -- the proceeds from the mortgage on the house.
Q. And when you came to see your father did he -- every time you came to see him did he pay your travel expense?
A. Not every time, but more often than not.
Q. And when you were down here to see him the week or two before he died did he pay your travel expenses?
A. No. No. I just got down here as fast as I could. I was hardly concerned about money. I was concerned about my father's health.
Q. Did he routinely give you large sums of money?
A. Not as you are portraying it, routinely give me large sums of money. What is a large sum of money?
Q. $10,000 here or there, 15, 20.
A. No, not to me for whatever. Me may have paid my tuition, as I said. He gave me money

for my attorneys' fees twice. But he also wanted to supervise my divorce proceedings and insisted at being at meetings, and he was at quite a few meetings, and he would become involved. So it was -- there were always attachments.

Q. The are no commissions that are currently owed to you from Quogue?

A. There's $5000.

Q. What is the basis of that?

A. That was -- it was agreed upon that the guy who brought the restaurant would pay $5000 to me or through Hilton. That was through Hilton for the contracts that were in place that he was purchasing as part of his ongoing business, and that was not paid to me.

Apart from that, Restaurant At Inn-Quogue, not the Inn At Quogue -- there were no commissions due from The Inn At Quogue, but the Restaurant At Inn-Quogue and the catering business I'm still owed $5000.

Q. Who is Elizabeth -- who is Yvonne Myers?

A. Yvonne Myers is an assistant to Hilton in the Hagerstown office I believe.

Q. And when she sent you a memo

January 8th, '03 after you had left Quogue she says: It's my understanding this check will satisfy all commissions due to you. Is that not true?

A. She had -- I wrote a letter that said that the $5000 had been misrepresented as a credit against money owed to me, but people can say everything. I mean, Hilton had me sign a letter saying I was an independent contractor so that he would not have to pay social security and workers' comp on me. You know, that's -- that's great to say. I didn't fit any of the qualifications of an independent contractor. But people say what they want to say when they want to pay what they want to pay, and you can't get into a pissing war with everybody over everything.

Q. So you never wrote back and questioned that statement?

A. Oh, yes, I did.

Q. You did. Did you ever get the money?

A. No, and it's in the accounting here.

Q. Okay. With regard to the settlement agreement in 1980, did you have any information that your father had ever acknowledged this debt in any of his wills?

A. Not to my knowledge. But then I didn't regularly see a copy of my father's will.

Q. Either you have knowledge or you don't.

A. No.

Q. You -- okay. What role does the Signet Bank in Maryland play?

A. In 2001 in August I was doing a catering event and Hilton was up in Quogue and we were looking to sell the hotel and the restaurant and I told him I was concerned about, once again, that he was affiliated with my father so closely. And we were sitting on the back stairs of the restaurant in what was called the Garden Room and he said regardless, I've got it covered, your father wrote a letter to Signet Bank that acknowledged the debt and I have a copy of that, so it's covered.

I remember that very acutely because I wanted to make sure that he was going to acknowledge the debt, or that if he didn't, that there were sufficient records that would protect us.

Q. And did your father have an account with that bank?

A. I have no idea. It was down in Maryland.

Q. So --

A. I had no way of knowing anything about that bank without Hilton having told me.

Q. And -- and why would he have acknowledged the debt to that bank?

A. Because he was trying to get out of paying the full amount of the loan, and he had to present a cash flow of assets and liabilities and evidently introduce the subject of the debt to the estate as a reason he could not pay the debt in full. That was my understanding, my best understanding.

Q. Have you had any conversations with your sister Catherine about this -- this -- this note?

A. The only conversation I've had with her is that she said that many years ago she was out to dinner with my father and Hilton and my father said he wasn't going to honor the note, and she was so angry that she left the restaurant and on her way home was so upset and so incensed that she got out of her car and vomited and that she hated his father -- hated her father's guts, quote

unquote, and it was at the Steak Bistro in New York during the Samuel Freeman Trust meeting.

Q. What year was that?

A. Oh, probably two years ago.

Q. So this is after your father's death?

A. Yes. It was -- she was crying during the dinner. She was very emotional.

Q. What else did she say?

A. She talked about how she blamed my father for her upsets in her marriage and that he had never paid her $1000 he gave her for her 21st birthday. I mean, it was just, the list was long. It was -- she was grieved. She was angry.

She was still angry about things that went back to when she was 21 years old. She was angry about things in her marriage that she thought had been affected by my father. She was angry about moving. She was angry that she didn't get to build a house, that they picked out the house in Hollywood and that she -- she wanted to build a house in Hagerstown and that she wanted to build a house down here that suited her and that both times somehow she felt that my father thwarted her.

She -- she had a lot of resentments.

And she was crying and she was very emotional and I felt very bad for her.

Q. But did she ever say that your father's estate ought to pay this 1980 note?

A. She seemed to think that I had not kept up with the notifications to my father. I told her I had. I told her that he had signed a note. And she said why would he have lied to me. And I said, Catherine, I said, these incidents that you're talking about was years before this latest interaction. And she said, well, my husband is an honorable man. I said that may well be so, but it doesn't mean that he didn't sign the note. I said that had nothing to do with your husband and you, that had to do with me and my father and my position as the executor. And I said a third of that goes to you, baby. I said you should watch your sheckles and not just go for the party line.

Q. Do -- do you -- did you -- do you consider that you still had a responsibility to collect on this alleged debt?

A. You bet I do.

Q. Why didn't you do it in a timely manner? It occurred 34 years ago.

A. Have you ever tried to force an unwilling man to hand over over $10 million when he would prefer not to but he has expressed desire to do so when his estate is -- is administered, and that is what he said.

He claimed that there were tax consequences that would be avoided if it was done through his estate, and he said that to me for years and years and years. He said the same thing to Pam.

Q. The interest rate on this -- this note was eight percent?

A. It was eight percent, and that was at a time when interest rates were at 18 percent. So it was not onerous, and the default rate which was incited only by his failure to pay was 12 percent. And it was continuous until it became current, and he signed that agreement. That was a mutually agreed upon rate.

Q. And all payments to Will -- to be sent to William Daniel -- McDaniel?

A. Who is now dead.

Q. Okay. Who was he?

A. He was our lawyer in Atlanta.

Q. He's dead. What firm was he with?

A. He died a couple years ago.

Q. What firm was he with?

A. Quarry and McDaniels maybe. I'm not sure. He became a real estate agent later.

Q. And have you checked? Does -- does his firm have records of payments?

A. His firm has been closed for 10, 15 years.

Q. And do you know where y'all's file is?

A. I have no idea. I tried to contact him. He was still on Facebook. I sent a message, and then I Googled him and found out that he had died several years ago.

Q. So do you know if any payments were ever made to him?

A. My father made three payments to him that I'm aware of.

Q. How much were each of those?

A. One was 19,2. One was -- I'd have to go back and look at the records. There were three payments made.

Q. And where is that money?

A. That was put into the estate bank account and distributed among the three girls, the three recipients of my mother's estate.

Q. How did you become the administratrix of this estate?
A. My father suggested that I do it and organize the paperwork to remove his brother.
Q. And what year was that?
A. 1976 I believe, and it was easily approved because I had a business degree and I worked at a bank. So I was bonded.
Q. These notices of default that you've sent, did you ever send them by certified mail to your father?
A. No. Every -- every Christmas we met for Christmas lunch. I didn't spend Christmas with my father except on Christmas. He'd always take me out for lunch, and then he'd -- we would go pick out something, a present, and then he would mail me a check, usually $1000, which I -- he knew I would use to pay off my doorman and my Christmas tips.
My husband failed to acknowledge any responsibility for that, and so I paid all of the Christmas tips and gratuities and so forth that were expected in the building in New York.
Q. And your father gave you money to do it with?

A. Uh-huh. Yes.
Q. Did you ever hand deliver any notices of default to your father?
A. To my father, no. I would read it to him and give him a copy at a lunch. Once was at Michael's. Once was at some Italian place across the street on 61st, Isle of Capri. It was always nearby.
Q. And did you ever mail any of these notices of default to his office? On his Facebook?
A. No, but I delivered the last one.
Q. Talk about restaurants. The restaurant where you were with your father with Gill in the corner, what's the name of that restaurant?
A. Oh, that's Hunter's. That's been closed for years. And that's not a restaurant that we would meet for Christmas lunch. That's sort of a bar, kind of a -- it has food, but it's not -- it's a perfectly nice neighborhood restaurant, but it's not where you go for a festive Christmas lunch.
Q. And -- and it was Hunter's where you met with your father to -- to try to get him to

acknowledge this debt?
A. Where I did have him acknowledge the debt, and it was his choice. He likes going to Hunter's -- he liked going to Hunter's.
Q. What -- what did they have that he liked?
A. I'm trying to remember. He usually ordered fish in there, which I didn't usually see him order. He ordered fish. They had vegetables, fresh vegetables. He generally started with coffee, had fresh veg -- vegetables, and I think it was filet of sole. I mean, he usually ordered meat, but he ordered fish there all the time.
They had very nice waitresses, and they had a lot of older patrons. So they were especially solicitous of older people.
Q. These letters of default that you drafted, were they all drafted on the same computer?
A. They weren't on a computer. I didn't really know how to use the computer until the 'late 90s. I -- I had a typewriter.
Q. Okay. And when -- when did you get your first computer, late '90s?
A. Probably late '90s, but I had never

taken a computer class and I just sort of taught myself.
Q. Do you still have that computer?
A. Oh, God, no. It was -- I think it had four, four megabytes of RAM. It was something that somebody gave me. Then I moved up to -- I mean, I -- with computers by two years they're sort of outdone, and I -- you know, they get viruses. They break down. It's really cheaper to replace them, and I just really used them for email and typing stuff up sometimes.
Q. Okay. And -- and how many different computers have you owned?
A. Ten, twelve. Laptops, you know, harddrives I used to get them from Dell, but they broke down all the time. In the last year I've only had a laptop. I had a computer that my sister spilled a glass of coffee on, Pam, a cup of coffee, and that went dead.
Another one I don't know what went wrong with it, but I took it to Best Buy and it had 227 viruses and they fixed it and then two months later it imploded. I mean, I'm not terribly savvy about computers, to be perfectly honest.

Q. What's the most recent computer you have purchased?
A. An Asus.
Q. And how long ago was that?
A. About a year and-and-a-half maybe.
Q. So you still have that one?
A. I still have.
Q. And what kind of cell phone do you use that you have with you here today? What is that?
A. It's an HTC.
Q. Who makes that?
A. It's by Verizon HTC.
Q. And so you get emails on it?
A. Yes, but it doesn't do it very well.
Q. Text messages?
A. Sometimes, yes. Sometimes the text messages come through, sometimes they don't. The building I live in the Verizon service is very hampered.
Q. Have you deleted anything from any computers?
A. No.
Q. Any emails? Any messages? Anything?
A. No.
Q. And before this current computer how

long was -- did you have the one before that?
A. Oh, well, I had two laptops, and one was the one that the coffee went on and the other one was the one that got so slow with the viruses and I took it to Best Buy and then two months after I paid to have it fixed, the Geek Squad or something like that, it completely frizzled.
Q. So it was two months before the current computer?
A. Yes. I was without a computer.
Q. And it's gone?
A. Yeah. I -- I wanted to try to save some photographs off of it, but it didn't -- they couldn't get anything.
MR. HOOD: Okay. Your lunch is here. We'll take a break and let y'all have your sandwich.
VIDEOGRAPHER: Going off the record. The time is 1:38 p.m.
(A lunch recess was taken.)
MR. HOOD: Back on the record.
BY MR. HOOD:
Q. So you were released as the administratrix of your mother's estate at some point?

A. No.
Q. You have never been released?
A. No.
Q. The estate is active?
A. The estate is active. There are -- it went on for quite a few years in the liquidation of the estate -- of the assets of Huger Street and Columbia Office Supply Company, which were illiquid stocks and notes that were due to the estate. There was a warehouse that was sold. And of course there is always the issue of my father's note to the estate. So there was no way it could be closed out without confirmation of every ability, every effort being taken to collect all of the remaining assets.
Q. And so there's a court proceeding somewhere that -- there's a probate proceeding that has the estate of your mother still active?
A. Yes, in Westchester County.
Q. Westchester?
A. County, New York.
Q. New York, which is --
A. The county in which she died.
Q. Which is what town?
A. White Plains.

Q. White Plains, okay. So we could go there now and we'd see that the active estate was in existence?
A. Yes. Uh-huh.
Q. And you're the administratrix of that estate?
A. Yes. And they have reused -- supplied my papers of administratrix several times, which I believe have been supplied to you, but I'm not sure.
Q. Did -- did you ever receive a letter from your father indicating that the various gifts he made to you were contributions towards this 2 -- 2080 debt?
A. No.
Q. 19 -- 1980 debt?
A. However, the three of us agreed that any significant gifts from my father would be distributed pro rata so that not -- no one of us could benefit to the detriment of another. We're not talking about a Christmas present. We're talking about significant amounts of money or gifts.
Q. Okay. Well, have you tried to work this -- this amount of money or gifts out with

your sisters to -- to reach an agreement as to what y'all want?

A. Well, I think that until the situation is resolved and that we all gather together and work it out, assuming that that is possible, that we will do it at that time. I think -- I think to sort of grease the pot for the soup before the soup has been delivered is just going to incur angina, and I would really prefer that we know what we're dealing with and that we all come together and that we deal fairly and equitably as we did in the 1992 agreement where everybody got together, agreed to do it. Everybody was satisfied. Everybody signed off, and everybody walked away.

Q. With which agreement?

A. The 1992 agreement to distribute and allocate among the three of us the liquid assets of the estate which were not the total assets of the estate.

Q. Your mother's estate?

A. That's correct.

Q. Where -- where is the money that Bill Murray paid on this debt?

A. It was distributed to the three of us

equally.

Q. So -- so is there any money in the trust now?

A. No.

Q. You wrote to Brianna that Hilton was in cahoots with Bill Murray back in July of '04. What did you mean by cahoots?

A. Well, I'd have to see it in the context of the letter.

Q. Okay. Did you ever make such a statement?

A. You would have to show me the letter for me to affirm or deny that statement. It could be out of context. It could be relating to other issues.

Q. Well, have you ever made an effort to try to have Hilton Smith removed as a trustee?

A. As a trustee of my father's estate?

Q. Correct.

A. No.

Q. As a trustee of the Freeman Trust?

A. That was done by the bank, not by me.

Q. So you have never done anything to try to have him removed?

A. No. I -- I answered their questions

honestly and in a fiduciary responsibility, which is what I am dictated to do by the State of New York.

Q. And were there issues about the Saint James matter with that trust?

A. Yes, there were issues with Saint James.

Q. And -- and what issues were involved with Hilton?

A. I don't know because I was not active during the gifts that were made to Saint James. I was aware that his children went there and that my sister's children went there and that there were issues that there were not payments for the tuition. But an accounting of them, I wouldn't have that.

Q. Have you ever reached an agreement with anyone to try to get Hilton removed as a trustee of the Freeman Trust at any time?

A. No. I cooperated with the bank's investigation, as I was legally bound to do.

Q. And did you sign any documents or affidavits in compliance with their investigation?

A. I was asked questions by the investigative firm, which was Jonathan Sacks, I

believe is the only name. I can't remember the name of his firm. And I was asked questions, and I answered them, as did Brianna, incidentally.

Q. And those answers would be truthful and correct?

A. Absolutely.

Q. And are any of those answers in the form of an affidavit?

A. I don't believe so. I was asked, and I think they were under oath or in the -- I'm really -- I'm really not certain. But I seem to believe that they were recorded in some fashion. I don't think by tape recorder, but there was something like a court reporter or somebody taking notes.

Q. Did you ever make a statement that you like acting as the dumb broad?

A. To whom?

Q. To anyone.

A. I'm not a dumb broad. Acting like a dumb broad, have I -- again, could you put this in context? For comments --

Q. Yeah. Is that a trick -- is that a trick you've played from time to time in your life to get what you wanted?

A. I don't think I'd be really very adept at playing the dumb broad. But certainly when there are conflicts with people that have issues of insecurity, sometimes it's better to approach them by not exhibiting superior intelligence with them.

Q. Well, have you ever played like the dumb broad with Hilton?

A. I don't think so.

Q. With your father?

A. No. Although, I certainly was adamant about my vulnerability during my divorce. I don't think that's being a dumb broad. That was quite truthful. I did tell him I needed his help.

Q. Did you ever tell Pam what to say about any of these matters?

A. No. Pam is not somebody you tell what to say. I'd like to amend that. Pam can be very abrasive. I would have advised her to be more circumspect in her responses and to have a gentler nature but not to be a dumb broad or telling her what to say.

Q. These two claims you are making here, have you ever referenced them as an asset in any financial statement or loan application or in any

way in writing to anyone or any corporation or any bank or any lending institution?

A. I can't think of it. Let me reflect upon it for a moment. I haven't received any loans. I haven't -- no, I don't think so.

Q. The money that your daddy gave you over the years of roughly $400,000 --

A. I -- I would have to see a breakdown to know what you're talking about.

Q. The money, whatever amount it is, given to you by your father over the years, did you report that money to the IRS?

A. It would depend on what it was. If you're talking about salary from The Inn At Quogue, sure. If you're talking about a gift that was under $14,000 where it's not taxable, of course not. If he paid an attorney directly, it was not channeled through me, so I would not have to declare a gift.

Q. So like the $20,000 to pay your divorce lawyer, you didn't declare that as income to the IRS?

A. No, because he paid it directly to her.

Q. Okay. And as you reflect back on your

father and gifts from him, are there any gifts that you received that you should have reported as income to the IRS?

A. Not that I'm aware of. Not that I was advised to by my accountant.

Q. Do you have an accountant that goes over your -- your information each year and helps you with your tax return?

A. Yes.

Q. Who is that?

A. William Masterbrook.

Q. And where does he practice?

A. Atlanta, Georgia.

Q. And you have -- and you have his contact information?

A. Yes.

Q. Okay. And he's going to do your tax return for '14, 2014?

A. Uh-huh. Yes, sir.

Q. Do you know of anyone other than you that knows about this alleged agreement to pay this 1980 note?

A. Well, Gill was there. Pam was aware of it. My father was aware of it, who is dead. Obviously, Dana Flavin was aware of it. The 1980?

Q. Uh-huh.

A. The lawyer was aware of it. His wife at the time, Linda Heel was aware of it, Linda Vincent. Alta Brockington was aware of it.

I don't know who he chatted with. I don't think he was proud that he had borrowed money from his mother's -- from my mother's estate and never paid it back. I don't think it was -- he was proud that he had taken assets and invested it in a building owned by him. I certainly don't think he wanted Helen to know about it, because he was looking to borrow money from Helen. My father kept secrets and generally to his own advantage, and why should he not have?

Q. So this --

A. And Hilton, Hilton knew about it. I mean, obviously.

Q. What did he know?

A. He had represented us in trying to collect the money from my father, and he knew the -- about the estate because he reviewed all of the statements from the estate. In fact, Hilton even borrowed money from my mother's estate.

I'm sorry. I'm sorry. I'm doing it. I'm doing it. I'm guilty.

Q. It's the microphone --
A. I know. I do it with my cell phone cord all the time.
Q. So what is it that Hilton knew and when did he know it?
A. I think Hilton was well aware of it. Catherine received money.
My understanding was that in the early '90s, along with a lot of real estate investors, Hilton and my father became financially strapped. I think that was when the REITs, but I'm not certain if it was that or if it was some other bubble in the real estate market.
Catherine had guaranteed a few debts of Hilton's and investments. She came to me and said that she had listed her income from the estate of Minnie Holmes Murray and that she was scared that she would be obliged if -- if Hilton had to declare bankruptcy or had to default on his debts to pay that money and that she wanted to -- us all to split it up and to isolate it and put it into a trust where the creditors could not go after it. So this entire splitting up of the assets was actually incited by Catherine.
Q. And when was this that you're talking

about?
A. Probably '88, '89, '90. You know, it took us a period of time to get the records all together and for us all to agree to do it and get the accountings done and get everything so that we could all come to an understanding.
Q. And this recognition of this note and obligation that occurred at Hunter's, the people that know about it at Hunter's are you and your friend Gill?
A. Uh-huh.
Q. And Mr. Murray?
A. The event at Hunter's --
Q. Right.
A. -- alone. I don't think the waitresses would have noticed. I don't know what waitress we had. The place has been closed for several years now.
Q. Okay. And what about Ms. Brockington? Did she know anything about it?
A. She knew that there was something that was going on. She was aware that something had been signed. She was concerned. We talked more about my father's health and that she was concerned that he get into some sort of a facility

that was more aggressive.
Q. Why would she know something was signed?
A. I think I told her, but I'm not exactly certain. I can't recall.
Q. Why would you tell her?
A. Because she was well aware that my father owed us money. My father didn't keep secrets from everybody. I mean, she was a girlfriend of long stature and a friend of long stature.
Q. Okay. So, Pam is not there. So she doesn't know about this alleged --
A. Well, she knows about it afterwards. She knows that I'm going to talk to daddy.
Q. All right. And then what happens afterwards?
A. Well --
Q. Where does this document go for 35 years?
A. For 35 years? You're talking about -- what -- are you talking about 1990 or are you talking -- are you talking 1980, 1992 or 2006?
Q. '6.
A. Oh, that's not 35 years. That --

that's about -- if I'm correct, that's eight years ago.
Q. Right. Okay.
A. It's not 35 years.
Q. You're right. Where does that eight-year-old document, where does it go after Mr. Murray puts it in his briefcase?
A. We then went up to Dana's, where I decided that I -- he didn't want to use Helen's car because the garage would call him -- would call her, and so he wanted me to drive him up to Dana's, and I was loathe to do so because I had been up at 6:00 in the morning to drive up to Katonah and back and -- but it was raining, not raining, but it was misting. It was like yesterday here. It was cold, wet, and Sony was drunk, and so the safest thing was for me to drive him up there.
Q. From --
A. I knew who Dana was, but I had never met her.
Q. From Man -- Manhattan to where?
A. Greenwich, Connecticut.
Q. How far is that drive?
A. Oh, probably 45 minutes. I -- I was

so confused because you had to go up the Merit and loop around and it was in the country section. So I had no idea where I was going. Lucky was able to get us there after a few missed turns.

Q. What's Lucky's last name?

A. It's -- it's a Slavic name. And I would recognize it, but I don't know it offhand.

Q. Who did he work for?

A. My father.

Q. Okay. And he's the guy that you're saying was drunk?

A. Yes.

Q. And he drove y'all there drunk?

A. No. I drove us there undrunk.

Q. And Lucky was in the vehicle?

A. No. Lucky never showed. Lucky got us to the air -- got us to the restaurant, helping my father, and then he disappeared to go meet Sony. And then I had to go find my car, and then Sony showed up to help me find my car because he had parked it. We drove up and we picked up my father. Alta helped get him into the car, and then she left and we went to Dana's.

Q. So who's in the car going to Connecticut?

A. Me, my father and Sony.

Q. Okay. And Sony, is he incoherently drunk?

A. No. He's just a little sloshed.

Q. Okay. Have you ever talked to him about what he remembers about this drive?

A. No.

Q. And your father, was he awake during the drive?

A. Yes, but he had had a little fainting spell in the bar while we were waiting for the guys to show up, and then he got stabilized again and he still wanted to go.

Q. So what's the reason to go to Greenwich?

A. He wanted to meet with Dana, and I guess this healthcare thing. And I think it was almost coincidental that I ended up being there and that the -- the other note was there because it was not my intention to go have it witnessed by a total stranger whom I had never met.

Q. So you had never met Dana?

A. No, never.

Q. Before this encounter? And her last name is?

A. Flavin. I knew of her because I knew that my father suspected that he had had a child by another woman, and I knew her name. All I knew is that she was German and that she was a doctor of some sort and that it was a girl, and that was all I knew.

And then I -- I had heard that he went there for Thanksgiving that year, because Helen threw the entire turkey dinner on the floor in the dining room, and so I heard about it.

Q. Well, now is -- is Helen with Dana --

A. No.

Q. -- and Bill Murray, all three together for Thanksgiving?

A. No. No. My father left for -- under some pretense. I have no idea what it was, and took off. And I think Lucky drove him to Greenwich, and he had Thanksgiving dinner with Dana. And there was a tremendous upset between my father and Helen.

Helen called me and asked me if I knew where he was, and I had no idea at that time. And he kept it very secretive as to where he'd gone and wouldn't tell anybody.

Q. What year is this you're talking

about?

A. 2005 I believe.

Q. Okay. So now back to going to Connecticut. Lucky is driving?

A. No. I am driving.

Q. You're driving. Lucky is giving navigation aid?

A. Yes, of sorts.

Q. And Bill Murray is in the backseat sleeping?

A. No. My father was in the front seat.

Q. Front seat. Was he talking or sleeping?

A. He was talking.

Q. Okay. And did he say anything about the document?

A. No. Huh-uh.

Q. It never came up?

A. Never came up.

Q. And when you got to Ms. Flavin's house did he say anything about the document or did you or did anyone?

A. He said I need to talk with Dana. And I said, well, I need to get on the internet, because I had bills to put out for my clients. So

she showed me where. She set up the internet for me so that I could get out and get on to my thing. And I said to her, daddy had some documents, he has a healthcare document.

And I knew her name because I think he had her name in it. And I said there's another document that he was trying to execute in New York and if he's able to and wants to I would like that to be executed as well if he's agreeable.

You don't pressure my father. And I then proceeded to create bills for my decorating clients. And when I was called in I was -- I could smell -- I think she was making lamb. I could smell it. It was getting done.

Sony was in the kitchen, and she asked me to come in. And I think it was at that time she said could you witness this, and it was I think the healthcare thing. And I just signed it. And then I helped her bring in the food for dinner and, you know, at this point, quite frankly, Sony was quite drunk and he was at the dinner table with us and it was -- it was perfectly sociable.

My father was -- she had some flowers on her -- her table, and my father wanted to know who had given them to her. You know, it was just

the usual. And then I drove him home, and it was quite dark and he was really, really not doing too well. You know, he was -- he was tired. He was shaky. I don't know if Sony had given him his medicine or not that evening. I didn't know if he had carried it out with him.

And Helen came downstairs as my father was getting out of the car and there was a big argument and I just got the hell out of there, but I went there the next day, and I went there on Sunday. I think it was Super Bowl Sunday, if I remember. And it was Valentine's Day the next day and there was a blowout argument and she was packing to leave.

They were -- they were really not getting along very well. And she said I'm leaving. And he said good. And I was like, oh, great, what a great time to be here. But I think I soothed everybody down, and I suggested that she take a nap and maybe a sedative of some sort and that she lie down and she think about it, not to be rash. And I told my father just lay off and just think about it before he acted rashly.

But they were -- they were fighting. They were fighting every day. They were fighting

over who got more beef in their beef stew on the plate in the dinner table. I mean, it was ridiculous. They were not getting along and he said he wanted out.

Q. And this was when now?

A. Valentine's day 2005.

Q. Okay. Back to this -- this document that he put in his briefcase at Hunter's restaurant. Where does that end up?

A. Two -- two -- two documents.

Q. Two documents?

A. Well, one -- he had one in his briefcase, and then the other one was the one that was being brought out. He did not ask Gill to do anything with the healthcare thing.

Q. So he had two documents?

A. He had two documents.

Q. One is daddy and the other is William Murray?

A. Right.

Q. And -- and the time period is -- is it February of '06?

A. Yes. It was right before Valentine's Day.

Q. Is this Flavin 15, is this your

father's signature?

A. I didn't see him sign anything. I just came in to witness it. It wasn't there before, and then I saw her signature and I came in to witness it. Although, I did not literally witness him signing it.

Q. So where -- where was this being done?

A. In her living room. He was in some big wing chair in the corner and she was on the couch next to him.

Q. And who are the witnesses?

A. Dana Flavin. I think that's her signature on the bottom, and then I was asked to come in and sign.

Q. Is that you above her?

A. Yes, that's me. Although, I wasn't there for my father signing it. It had been empty before and now it was full.

Q. Is that his signature, the stamped signature, his longhand cursive signature or --

A. It's similar. I mean, his signature changed from time to time. It's certainly different from the signature that he signed in front of Gill, but my father's signature changed from sign -- from time to time.

Q. All right. And this daddy document, February 9, '06, did your father write William E. Murray?
A. I did not witness that. I had just signed the letter to my father. I didn't witness either signature. Although, I was there for the first signature but not for the second. If you read the letter you will see it was framed in light of the difficulties with my divorce resulting from --
Q. Okay. This -- this is --
A. This down -- this down in here was done with Gill, the --
Q. At Hunter's Restaurant?
A. Yeah. At Hunter's Restaurant.
Q. Okay.
A. This I had signed it as a letter. It's just a signature, not --
Q. Not -- and before your father signed anything?
A. Yes. Exactly.
Q. Okay.
A. This was done in front of me, but when Gill asked him to sign on the line he got huffy and stuffed it in. So this would have been up at

Dana's, but I wasn't in the room.
Q. Okay. And you are pointing to William E. Murray with an underline being at Dana's and the signature of Dana and the date being done at her house?
A. That's correct.
Q. Did you see your father sign either of these two documents?
A. Just this one.
Q. All right. You're pointing to where?
A. To the lower one.
Q. Agreed and --
A. Yeah.
Q. -- some scribbled initials?
A. The one that he did in front of Gill.
Q. We're looking at Flavin 22?
A. And Gill said he could notarize it, but it wasn't really a signature, and I -- he's a lawyer and I'm not. I didn't know if it constituted a signature, an agreement. I'm not a lawyer. I'm not a tax expert. I'm not any of those things. I was just trying to get done what needed to be done.
Q. Who wrote William E. Murray on both of these documents?

A. Who wrote -- well, this says WEM.
Q. I didn't ask you about that --
A. Who wrote William E. Murray?
Q. Yes. There and on Flavin 15, who wrote William E. Murray?
A. My understanding -- I didn't witness either one of these signatures. This sort of looks more like my father's signature, and it was with the same -- looks like it was with the same pen.
Q. On Flavin 22, William E. Murray looks to you like your father's signature?
A. Well --
Q. Isn't that what you just said?
A. Yeah, as much -- yes.
Q. Okay.
A. And that could have been his signature with a different pen, but I mean, I'm not --
Q. You're pointing to William E. Murray --
A. Right.
Q. -- on Flavin 15?
A. On the -- on the -- on the healthcare thing, yeah.
Q. Does this look like your father's,

William E. Murray's, signature on Flavin 15?
A. Sort of, yeah. I mean --
Q. Well, it either is or it does or it doesn't.
A. Does it look like?
Q. Yeah.
A. It's similar. His signature changed from hour to hour. I mean, he had Parkinson's. I mean, he had been drinking red wine. Who knows what -- I mean, I helped guide his signature a few times. I said, daddy -- I always said guided by Elizabeth, because sometimes he couldn't angle his wrist. Sometimes he would get shaky. I don't know.
Q. All right. So on each of these two documents where it says William E. Murray, when you saw the documents it was blank? William E. Murray was not signed?
A. That's correct.
Q. And what is your understanding about when and where he signed William E. Murray on these two documents?
A. Well, I would assume that -- I don't know why he did this first, but maybe he wanted to get it out of the way because it was long because

it had every -- all of these attachments, and it's the same pen. And then I do remember she said something about ink or leaking or something about his pocket and maybe he switched pens. I mean, the signatures look a little bit different, but they're different pens and they're over the space of an hour.

I don't know. I mean, I know he drank a glass of red wine, which was not generally advisory for his motor control. But you know, I -- I can't really attest to that. I'm not a handwriting expert. This was done in front of me.

Q. How long were y'all at -- you're pointing to the scribbling below --

A. Yes.

Q. -- William E. Murray typed?

A. Yes.

Q. On Flavin 2?

A. Uh-huh.

Q. How long were you at Flavin's condo or house?

A. Maybe from 4:00 o'clock to 9:30 and then --

Q. Did Mr. Murray take a nap during that time?

A. No. He napped on the way home. And then he had trouble getting out of the car, and Helen came down and --

Q. If he was signing something why weren't you there watching what he was signing?

A. First of all, I typed out what he wanted me to type out with Helen about Helen and his healthcare. There was -- there was going to be, excuse my expression, a shit storm because he wanted to defy the healthcare regiment in South Carolina. I didn't want that on my back. He asked me to make it out. I asked him some questions. I wanted to make sure he was clear. In fact, we went into his office and read that directly to James in his office. This document was read to James in blank.

Q. Point -- pointing to Flavin 15?

A. Yep.

Q. Okay.

A. I don't remember what date it was, but we went in and we read it to James.

Q. Before or after Mr. Murray was involved with it, signed it?

A. I would say it was probably before because it was blank and my father told --

Q. Your father --

MR. KEFALOS: Let her answer.

BY MR. HOOD:

Q. Were you through answering the question?

A. No, I'm not through.

Q. Well, please take all day. Go ahead.

A. It was probably -- it was probably before because I don't think anything was signed, but he wanted to make sure that James was aware that he was intending to take a different course of action and that he would depend on James to make the payments and that he wanted this confidential. He didn't want this information leaked to people who might impede him in his desire to change his healthcare regiment.

He was -- he had been to see doctors. He had me go up to Burke Rehab Center. He talked to other doctors with whom he had engaged over long periods in New York. I went to one of the appointments. Pam went to one of the appointments. Alta went to one of the appointments or two of the appointments. Dana went to two or three. I mean, he was a man with a mission, and that was to get to New York where he

felt that it had the most sophisticated community of doctors to help him in any way that it was possible to help him.

Q. So why is he doing a healthcare document in this kind of detailed involvement on February 10th, '06?

A. Why? Because he wanted to break ranks with what his former regiment was. He didn't think he was getting better. There was some distrust in some way of the regiment that he was under. He felt that Helen was negative, a negative influence on his health and that she wouldn't encourage him to go to physical therapy. She would lie in bed all day. She didn't want Bill to leave her. She was -- and she was very petulant and demanding. He wanted to get back to New York, and Helen did not have friends in New York of any magnitude.

Q. Okay. And so what is it about Flavin that would cause Mr. Murray to want to have this document signed with her present and her as a witness?

A. I think he just trusted her that she didn't have -- she didn't have a dog in the fight. I mean, she just adored my father. I mean, why?

I don't know, but she adored my father. I had never met her before. I mean, I expected her to be some femme fatale. She's a nice lady. She's a little ditsy, but she's clearly educated, and he cared about her, and she was willing to do whatever he wanted.

She didn't have -- I mean, he wasn't going to do all of the health -- healthcare nutrition stuff, but she was going to make sure he got to his appointments, and he had other doctors that he felt would be of assistance to him.

Q. And did she get involved with taking him to doctor appointments after this?

A. She I think took him to one doctor's appointment and I came. It was a Dr. Fahn way up on the west side. I think it was Saint Luke's, and he put daddy through some physical tests.

Q. Is this before or after this document?

A. It was afterwards, and Helen came. I mean, I think he made every effort to get Helen onboard, but Helen just wanted to get back to South Carolina. She was lonesome in New York. Daddy had all of the friends that would come visit.

Q. Well, did -- did Flavin have anything

to do with his healthcare after this document was signed on 2/1 0/06?

A. Not that I'm aware of, but I wasn't really in contact with her beyond the one visit to this Saint Luke's place.

Q. And -- and where did this document live after it was signed?

A. I assume she had it. He -- maybe he told her to hold on to it. Maybe he told her he wanted it. I have -- I have no idea.

I was not the force behind this document. I merely wrote -- my father didn't type. He was great at dictating. And all I did is I tempered like make sure this is what you want to do because Helen's going to have a heart attack, Helen is not going to be happy. You know, you're going to be stepping on a lot of people's toes. And he said I don't care, I want to get better. So he's the boss, applesauce. You know, he was my father.

Q. All right. And this other document of February 9, '06 where did it live after it was signed?

A. Well, evidently she had it.

Q. Well, why in the world would she have

it?

A. Where would she have it?

Q. Why?

A. Why.

Q. Yes.

A. My father would have told her. That's why my -- I understand. I mean, when -- when we walked out after dinner my father was sleepy. He was a little grumpy. He wanted to get home. He was not looking forward to dealing with Helen.

The last thing I was going to do is give me, give me the document, did you sign it, did you sign it. My father was better approached through a soft touch, and I could say later, you know, this is still a really big problem with Hilton -- I mean, not with the Hilton. I'm sorry -- with Dan, you know, this is a continuing issue, giving him an opportunity to say I signed it, but maybe he didn't want anybody to know he had signed it.

I mean, if you think about it, Brianna would be pissed. Helen would be apoplectic because she didn't know about it or didn't believe it, that it ever existed. Hilton, it would cut into whatever he was getting if the estate was

smaller. There were all sorts of reasons.

My father could be very secretive. And you know, that -- he would be secretive about stuff that didn't make any difference. He wouldn't tell you where he went to lunch. It was like he wouldn't tell me where he had been to Thanksgiving for months.

Q. So where did this -- this document, Flavin 22, live after it was signed?

A. Well, she told me when I finally called her, because I thought, God, you know, what am I going to do, I don't have this document. And I called her because it was the last place I had seen it. I --- for all I knew it was in my father's briefcase, and I guess he didn't want to bring it back to the office. He certainly didn't want to bring it back home.

I mean, Helen went through everything. So you know, there were no secrets. So all I can think of is that, you know, he said, hey, I'm going to have it hang out in a safe place and if I want it called upon I can have it called upon upon. I mean, it's actually a pretty good idea if he doesn't want to let the cat out of the bag.

Q. So the document lived with Flavin

for --
A. I have no personal knowledge of that, but that's what she said, that she stuck it in the file. He told her to put it into safekeeping, and I had given it to her -- I mean, I didn't give it to her. It was in his briefcase. But I was the one that mentioned it to her, and she knew I was involved with it. And when I called her she said yeah, I have it, I'll have to find it.
Q. But she didn't call you to tell you knowing that he had died that she had it?
A. No.
Q. You called her?
A. Right.
Q. And then how did she transmit it to you?
A. She didn't transmit it to me. I didn't want to touch it. I had her send it to George.
Q. Your attorney?
A. Uh-huh. My father always told me, like the train of -- of transmission of a document, you just keep your hands off of it if there's any question. That's why I didn't want to be in there when they signed it. I -- I wanted to

stay out of it. I didn't want any question of undoing things.
Q. Was there any undoing things?
A. No. You know, everybody gives my father no credit for wanting to do the right thing. My father knew he owed the money. He was always guilty about the fact that my mother had committed suicide, that he owed her money, that she felt that she had nothing, that he owed us the money, that he then further impinged upon my mother's estate by taking out funds and investing in a building.
I mean, my father was no angel, but my father did have a conscience. And I think that I was pretty much on the right side of his conscience. And when I told him how it affected our lives and how it was affecting my divorce and that because of his failure to act that my to be soon ex-husband was going to be enriched by his folly, I mean, I think he just did the right thing.
Maybe he wanted to be able to retract it later if he decided. Maybe he wanted to be able to call Dana and say rip up that document, and she would have done it. But he didn't do it,

thank goodness.
Nobody gives him any credit for maybe having the morals to do the right thing, which is to pay back his daughters for money that he borrowed and, frankly, somewhat embezzled from her estate that he had already acknowledged he had already made payments on that everybody in the family knew about except the people that stood to lose, and maybe had some loyalty to the children of his first wife where their mother was destroyed by his actions. Give him some credit.
Q. She was destroyed by whose actions?
A. My father's.
Q. What are you talking about?
A. Well, my -- my father had multiple mistresses, borrowed money until she was down to practically nothing. She was with three children in Bronxville. She was an old-fashioned girl from Columbia, South Carolina. And he announced he was getting married three weeks after she had gotten the divorce. There had been physical aggression. He had -- she was humiliated. She didn't know how she was going to go forward, and then he announced he was getting married to this heiress Jill Ford, you know, who knows. And she killed herself, and

I think he felt pretty crappy about it, and the fact that he wants to be crappy to his three children born of his wife, intentionally born, is not a bad thing to say about the man.
And maybe you would do the same thing towards your natural children if you had borrowed money from their mother, and I'm sure that you might.
Q. Well, this is not about me.
A. No, but I think you're giving my father very little credit.
Q. I represent your father.
A. Well, think well of him.
Q. I didn't say I didn't.
How many loans have you made to Ms. Flavin?
A. Loans? None.
Q. None?
A. No.
Q. Have you ever given her any money?
A. Have I ever given her any money? I lent her $1000 once to get stuff out of storage, and she repaid me about two weeks later.
Q. When was that?
A. Oh, God. It was in 2011. She had to

get stuff on to something to Germany. She needed $1000 to get something done out of the IPods and put it onto a shipment. And she was short -- I mean, the whole thing was thousands of dollars. She was moving everything to Germany. She was short $1000 and I gave her $1000 and she returned it.

Q. Had you had any communication with her between '06 and, what year did you say that was, '11?

A. Gosh. She always sends me a birthday greeting, one of those cards where you press the button and the flowers start to open and the music starts. And I mean, I get them on Thanksgiving and Christmas and my birthday. And I mean, it's very nice. I don't like the cards in particular.

She had sent me messages about Courtney. I was invited for Easter dinner to her house once many years ago. She then set me up with a guy named Stuart who went to Wharton. He's 75 and he's gay. So needless to say it wasn't, you know, anything that went anywhere, but it was very interesting.

And then when Elsbeth was applying to college she had a friend who was a college advisor

and he paid thousands of dollars to these people, and needless to say I didn't have it, and her friend gave me a free consultation.

And I took Brianna up there once because Brianna was sure that she could see a picture of Courtney and know if it was really my father's daughter. I mean, she was just like, you know, she was hunting for bear, you know. She was -- I don't know.

Q. When did you get your hands on or your lawyer's hands on this document, Flavin 22?

A. While I was filing the papers for the creditor's claim, which is not in the lawsuit. It's a creditor's claim, and I said, you know, I have the original note, I have these letters, I'm going to call Dana and see if she knows what happened. I mean, it could have been in daddy's files and we could have subpoenaed it. It could have -- she could have it. She could tell me he had taken it home, in which case I'm sure Helen would have destroyed it. And she said I think I've got it, but I'm going to have to find this file.

I mean, it had been years. I was like, oh, my God in heaven. But I didn't know if

it was just the signature that Gill had witnessed, if it -- if he had signed it. I mean, I -- I knew nothing of what -- what was there. I never saw it. I was very happy.

Q. When was that?

A. Probably 2008. It was around, I don't know, late spring/early summer, whenever I filed the thing. I was just trying to get the records together.

Q. And since that time until now there's been no other communication with Flavin and you?

A. Well, no. She came up when she gave a deposition to you. She had to arrive here and she was going to move all of her stuff to Germany. She stayed with me in Katonah.

Q. I see. That's when you gave her the $1000?

A. Yes. I didn't give it to her. I loaned it to her, and she repaid it within two weeks.

Q. Okay. And after that any other times? Any other communications?

A. I saw her at a dinner party -- oh, his name is Stuart Rider. That's his last name. Stuart Rider had a dinner party and he invited me

to it and she was there. This was like four or five months ago. I hadn't seen her in years.

Q. Who is Stuart Rider?

A. He is the gay guy that went to Wharton. He's 75 years old, arch right republican. I mean, it wasn't a match made in heaven, but he's a very nice man, and he invited me to a dinner party. And it was a dinner party. Dana was in there like two days on a conference. And Pam came. Pam was up for the annual Samuel Freeman Trust meeting.

Q. Are you on any other boards like Samuel Trust that pay you money?

A. There's a tiny little trust with Coastal Community that the money is distributed. I'm on the Planned Parenthood Leadership Council where we discuss abortion prevention through provision of birth control. And I do volunteer work for Health Advocates for Older People in New York, and I give lectures on fall prevention and making your house safe for senior citizens, preventing falls, preventing injury and making them more comfortable.

I also volunteer for the ASPC, and I also volunteer for the Autobahn Society. No, I

don't join a lot of boards because I find that they generally want money.

Q. Did you ask -- did -- did you ask the U.S. Trust to pay your attorney fees?

A. No. They said your attorneys' fees will be covered.

Q. And how much was that?

A. I have no idea. I just know that there was some sort of a deposit made of -- of what's it called? What's the word when you give money to an attorney? Es -- it's not an escrow. You know what I'm talking about.

They said that a payment would be made because all trustees were protected for attorneys' fees if they were able --

Q. That was $50,000 to -- to your attorneys?

A. Okay. Okay.

Q. And did your father object to that?

A. I believe he did, but all of the -- everybody's attorneys' fees were being covered it seemed. So, you know, ours were pretty cheap relative to everybody else's.

Q. And -- and when your father objected did you basically say he's an 81-year-old man who

suffers from serious physical and mental impairment?

A. Did I say -- I have no recollection of having said that. I certainly was not going to have him object to my legal fees if the bank said I was entitled to them. I didn't have $50,000. I didn't have an attorney for most of it for the beginning because I didn't think I needed one.

Q. Well, how long did this fight with U.S. Trust go on?

A. Years and years and years. I -- I don't know if it was -- if you would call it a fight with U.S. Trust. U.S. Trust had been bought out by Bank of America and all of the accounts were being audited, and it was just an unfortunate situation that we were part of the general assessment of the portfolio that Bank of America had bought.

Q. But weren't you the one promoting the auditing of --

A. No.

Q. -- what was going on?

A. No. I had no idea about some of the things that they were asking about.

Q. In the Freeman Trust? You didn't

promote scrutinizing the funds going out of the Freeman Trust?

A. No, because half the time I didn't even get the sheet of what was going out. I mean, for example, the -- the grant to College of Charleston for that school was done before I ever even knew about it. It was announced.

I mean, I certainly didn't know that there was $2500 going to the Armory Antique Show or to -- what's that school again, Ashley Hall. I didn't know about all of that stuff.

Q. Did Mr. Murray have the power to remove you or -- and/or Pam?

A. For cause, I believe, yes.

Q. Did he ever try to do that?

A. Yes.

Q. And what was the cause?

A. That he thought I was bringing undue attention onto activities that put the other trustees at risk for self-dealing.

Q. And did he get a little upset when you started talking about his lack of mental capacity?

A. Of course he did.

Q. Then why did you do it?

A. I did it to protect my father because

I felt that he was being unduly influenced into approving grants that were far in excess, in velocity and frequency and the nature of the recipients to what had been done before.

Q. Did you tell him that?

A. Yes.

Q. What did he say?

A. He said I know what I'm doing. I said I'm sure you do as far as you know what you're seeing, but there is a lot of stuff going on and I think it is putting you at risk. I was very frank with him about it.

Q. And when did you have that conversation with him?

A. I think it was in August of 2007. And I told him that he and Hilton had to have separate attorneys, that for two men that were being accused of nefarious activities to have a joint attorney was very, very risky and inappropriate, sort of like two people getting a divorce sharing the same attorney. I just said, daddy, you would kill me if I did this.

Q. So he was incompetent in September of '06 --

A. Are you saying that or am I saying

that?
Q. He was incompetent in your opinion?
A. I didn't say incompetent. He was impaired. And it depended upon the time of day, if he had been given liquor, if he had eaten, if he had been given his medication and if he had rested and if he was under undue stress.
Q. And that was in September '06?
A. That sounds right.
Q. And yet he was competent in February of '06 when he signed this reuping of his note --
A. I'd like --
Q. -- 11/22?
A. I would like to tell you something. I did not approach my father unless I thought he was clear that everything was explained, that he could read it, that he had a magnifying glass.
Q. Okay. Did you understand my question?
A. Maybe not.
Q. When he signed this document, according to you, Flavin 22, however he signed it, in your opinion he was competent, correct?
A. He was competent for the lower signature, and that was the only one I -- that I was witness to, although I did not sign it as a

witness.
Q. Okay. You --
A. Great care was taken to explain it to him and to read it to him.
Q. Yet in September of '06 you're saying he has mental capacity problems, and you're doing that to protect him, apparently?
A. Yes. Well, I think there are two things that we're talking about. One is a document that he recognizes that he participated in when he certainly had all of his facilities. It was double spaced. I think it was size 18 print. It was read to him by two people. He understood the reasoning. He had been open to the idea before. He had expressed interest in it. He was not forced to sign anything.
I think that talking about hundreds of documents giving grants to various organizations when there were no applications for the grants that were presented to him or that were presented to the other trustees is something else altogether.
It's inappropriate and it is not in accord with the New York State statutes for charitable giving. There is a uniform application

for -- for charitable grants, and they were not being filled out and they were not being presented, and I don't think that's a good thing.
Q. So was he competent in your view up until the day he died?
A. Up until the day he died. As I said, until the day he died three days before he was in a coma. So was he competent in a coma? Of course not. Was he competent from time to time? Somewhat.
He was severely impaired towards the end. He had been in so far as I know at least a week without food or water. They had said he was 24 hours away from being dehydrated to death. And he was frightened and he was alone. So does that mean competent? That means scared shitless. And he called me and he said get me out of here.
I think he was competent enough to know that he felt he was in danger. I am in -- not a doctor. I'm in no way equipped to say whether it was appropriate or not. All I cared about is that my father was at peace with his treatment, and he was not.
Q. Well, what were the healthcare providers that were there 24/7 doing for him?

A. Observing, changing his catheter or his bag, cleaning his diapers. They were not doctors, and they -- were -- they were CRAs or CPA -- they were nursing assistants. They weren't even full nurses. And hospice would come periodically.
Q. Did you talk to them about this?
A. I saw them, and they had been told that we were out to hurt my father. We saw the documents afterwards. Very, very unusual procedure for hospice. And in fact, the hospice nurse in charge of this case was discharged afterwards after 25 years, which says something. And I don't know what it says, but it's certainly of note.
Q. Were you out to hurt your father?
A. Of course not. I was trying to get him somewhere where he felt safe. He didn't feel safe where he was.
Q. He went right back there after several hours in the ER, didn't he?
A. Well, we had two people in the room that I see that I believe influenced him unduly.
Q. To go back home?
A. Yes. But he demanded to see us, and

Walter made it possible. So if he felt so endangered by us it's very odd that a court appointed person would insist that he see us. He -- he was evidently told -- this is hearsay -- that we didn't care to see him, which was not true. So I do think that that's undue influence, and I don't think that that's very nice.

And he certainly had an appetite. So the whole idea his body was shut down, he couldn't eat anymore, man, he ate like there was no tomorrow.

Q. What bank did you have your bank account with that this check to Gill had been written on?

A. Probably Chase.

Q. And the name of the bank account?

A. It would be Elizabeth's Style Setters. I had closed all of my accounts into that.

Q. Do you still have that account?

A. No. No. It was closed years ago.

Q. Well, the check was in '06. So when was the bank account closed?

A. I would say in '08 or '09.

Q. How many checks did you give Gill?

A. Oh, how many checks did I give Gill?

Maybe six or seven. He probably gave me more than I gave him. You know, little bits and pieces when the shit hit the fan and I had no money. Then I -- when I got a lump of money in I would give it to him.

Q. Anybody else out there that you were giving money to or that would give you money besides Gill and your father?

A. During what period?

Q. 06/07.

A. I did a consulting job for somebody and he gave me $2500, but I don't know if it was in '06 or '07. It was not a contract. It was a verbal agreement, and he honored it. I helped him write papers that he needed to do something for Master Card Associates.

Q. Who is Joe Pridgen?

A. Joe Pridgen is one of my father's attendants.

Q. Was there some problem in June of '07 about your father going to a development in Summerville?

A. I came in to see my father. My father was gone with Joe to see developments, some development, and he had just come out of the

hospital a few days later -- previous, and I thought it was sort of risky business for him to be bouncing around in what I think was a Jeep to go look at a rough tract. I thought it was ill advised. He came home. He was exhausted. Did I think that there was a problem? I just thought it was probably not wise.

Q. How -- how -- how long had it been since you'd seen your father? This was -- we're talking about June of '07.

A. I had seen him in April. I'd have to go back and look. But I saw him right after he called me in March. I think it was the end of March, and he told me to come down immediately. I was down there by the next weekend, and I stayed a week.

Q. Did you keep a diary or a log of these trips to Charleston?

A. I have some notes that I took.

Q. And where would they be?

A. I have a paper that I found them on that I'd be happy to get you a copy.

Q. We have asked for it. I would like to see that.

A. I don't think you've asked for it, but

I would be happy to.

Q. We have asked for any and all documents that you have that anything to do with these two claims.

A. Well, they have nothing to do with a claim. They just have to do with me visiting my father.

Q. Any and all communication with your father does have to do with these claims --

A. It wasn't communication with my father. It was notes that I took about where I was.

Q. Okay. So --

A. A calendar. But I'm happy to give it to you.

Q. Thank you.

A. There is nothing dicey in it.

Q. Please give it to your attorney.

A. I will do so.

Q. Was there a bench warrant issued for Brianna in New York?

A. Yes, because she stole all of the records of my -- she was trying to help me put it on Excel so it would be in perfect format. And then my understanding is -- this is what I was

told, that Hilton instructed her to lock it in my suitcase and put it in a locked room at the Carlyle, forbade me access. And supposedly she was paid $25,000 for doing so.

Q. What is that all about?

A. That was what was told to me by her boyfriend. And then I was also told that she was getting $15,000 to tap my email or communication with U.S. Trust.

She made out like a bandit, according to hearsay from her boyfriend, who just thought I should know and I should change my passwords.

Q. And what's his name?

A. John Finan.

Q. How do spell it?

A. Good old John Finan. He is not a reputable individual, but he was mad enough at her that he put me heads up on her.

Q. How do you spell his last name?

A. F-I-N-A-N.

Q. And where does he live?

A. I have no idea.

Q. At the time you were aware of where he lived where was that?

A. He lived somewhere I think on 52nd

Street.

Q. In New York City?

A. Or 54th Street. Somewhere in the 50s between Second and Third.

Q. Now, what is -- what -- what's -- who is Brianna?

A. Brianna is my half sister by a woman named Linda, and my father recognized her, and she is my half sister.

Q. And her boy -- she has a boyfriend and her boyfriend is telling you --

A. Her ex-boyfriend.

Q. Okay -- is telling you about a suitcase. What was that all about?

A. Well, I knew that all of a sudden my records were gone, and she was the last one who had access to them and...

Q. What -- what kind of records are you talking about?

A. Every invoice from Quogue that was neatly bound in books. And she was checking the Excel schedule because she has very good computer skills and mine stink. And then they were gone, and then she was -- although she wasn't working, she seemed to have money.

And then I was told exactly how much she had gotten for two supposed hearsay incidents. I believe that tapping email and stealing documents would have made her somewhat suspect for a legal license in South Carolina. And I had a discussion with her and she did not deny it, which was most interesting.

Q. What were you -- what -- is she a lawyer?

A. Yes, she is.

Q. And currently practicing?

A. No. No. She's never had a job being a lawyer.

Q. Where is she now?

A. But she -- she passed the bar. She lives on James Island. And I wanted my papers back because, again, they involved monies with my divorce and it was interfering with my divorce. So my lawyer put out a bench warrant for her arrest, and she was on the 6:00 o'clock train the next morning, according to her boyfriend, to Charleston heading out of state, you bet.

Q. So the warrant was never served and she never appeared in a court?

A. I think she knew she had it. I don't

know if it was served, and then she took off like greased lightening. She tended to be very prone to the influence of cash.

Q. And is she married now?

A. She has just had her third divorce, I understand, at age 30.

Q. Okay. And who lives with her? Who lives with her?

A. She has an son named Warren. I don't believe her husband lives there --

Q. What's her last name? What's her last name?

A. Rodriguez, the name of her last husband.

Q. Now, who are you claiming paid her money?

A. I was told that she told John Finan that for tapping my email or giving him information, whatever it was, with the Samuel Freeman Trust litigation, that she received one sum of money and that when she agreed to take my papers and lock them away and discontinue contact with me that that was another $15,000. So it was a $25,000 and a $15,000.

Q. When did this occur?

A. Late in the year. And my attorney advised me to change my -- all of my email accounts, the passwords and my --
Q. What year?
A. 2006 I believe.
Q. So your -- and are you saying your father paid this money to -- to her to do these things?
A. My father didn't write out these checks. She told John that the money came from Hilton, whether Hilton was instructed by my father or not. All I know is that my father called Mercedes, his maid, in front of me and instructed her where the key was and instructed to her to return my documents in front of me after I got down there in April.
Q. Did you get them back?
A. You bet I did.
Q. Where were --
A. And they were right where I was told by her boyfriend that Brianna had put them.
Q. And -- and -- and where are those --
A. It also involved a suitcase, a pair of shoes, a power drill and some other thing I can't remember.

Q. Where are they now?
A. In my possession. Well, actually, the records are in George's possession.
Q. And he's produced those to us?
MR. KEFALOS: Those are what constitute the claim.
THE WITNESS: Those are the CD ROM. That's what constitutes the claim.
BY MR. HOOD:
Q. Okay. So whatever was taken --
A. Was returned at --
Q. -- was returned?
A. At my father's dictate, yes.
Q. So you're not claiming any misdeeds by your father --
A. No.
Q. -- that prejudiced you in any way?
A. No. And you know, my father, as I said, was subject to undue influence. Whether it was my father's idea, Hilton's idea, Brianna's idea perhaps, who knows. All I know is that a substantial -- the substantiation for substantial claim that affected my divorce and that affected my financial wellbeing were lifted nefariously and taken, and that stinks, and it does not reflect

well upon anybody who was involved in doing that.
Q. And you did a memorandum memorializing this conversation of your father's to her, Mercedes?
A. Yes. And he al -- he called -- he also called on that same afternoon. He called Theresa and instructed her to release my things at the Inn At Quogue.
Q. And that's --
A. My father was trying to make right.
Q. Okay. So all of the boxes that you had left at Quogue --
A. In the closet. I didn't know where the rest of the stuff was.
Q. And you got all of that back?
A. Not the rest of the stuff, but I got the boxes, and I instructed her as to what was missing. I wrote her a letter back, which was never acknowledged, but then I got another email back which indicated that she had received generous benefits and was leaving 49th Street and was moving to Quogue. And she said Hilton and your father did right by me. And she wrote ka-ching, and that was the last I heard from her.
Q. Now, this memo you did of your

father's instructions to Mercedes --
A. I didn't do a memo. I sent a letter to Mercedes. Do you want to subpoena Mercedes? Be my guest.
Q. Okay. So where did you --
A. Mercedes was still working for my fa -- for Helen and keeping the apartment straight. So I know she didn't want to jeopardize her employment.
Q. Where did you go to type this note to Mercedes?
A. God, I have no idea. It was probably over at my friend Marianne's because Mercedes worked for her.
Q. Marianne?
A. Marianne Finnegan, just a friend of mine who employs Mercedes at this time.
Q. Okay. But you typed up something. What is -- where is the typewriter?
A. I have no earthly idea. I mean, you are talking seven years ago. Probably five computers ago. I mean, you have already come in and cleaned out all of my computer drives. I don't know where it is. It could be on her computer. I know I gave -- left a copy of it for

Mercedes.
Q. Weren't you staying at the Vendue, the guest room?
A. No. This was -- this was -- oh, when that happened? No, but I didn't type the letter out. He called them on the phone. You can check the phone records. You'll see a call to Quogue and a call to Mercedes's line.
Q. So you didn't use a computer in the guest room at Vendue?
A. I did so far as doing the letter that had to do with resolving the financial issues between us, yeah. My understanding is that Hilton came in and took the harddrive from that computer, because Helen bitched endlessly to me about it that he stolen her computer.
Q. And this conversation with your father how long did that take?
A. It was like end of -- tail end of business: I want my records back and I want to go over them with you and I want my stuff back from Quogue.
Q. Now, you paid Brianna $500 to do gardening work. What's that about?
A. Oh, yes. She did nothing. You know,

no. Actually, it ended up being $1000.
Q. And where was the work to be done?
A. In the backyard.
Q. Of whose house?
A. The house that my father said he was going to give me. It's referenced in the letter as well.
Q. Which is located?
A. It was between Jeff Young's house and my sister's house. My father gave a house to each one of his daughters, and this was the house that he said he was giving to me at his granddaughter's, Allison's, graduation from college in -- in -- at Furman.
Q. So the house is located in Charleston?
A. Yes, but it was sold.
Q. What -- what was the address of the house?
A. 13561 or something like that -- I'm not sure -- Brianna lane.
Q. 13561 what street?
A. Brianna Lane.
Q. Brianna Lane.
A. It was in between Pam's house and Jeff Young's house. So we can look back on that

document and in between --
Q. And who was Jeff again?
A. He was Pam's neighbor who was -- had the garage where he was always doing the woodworking.
Q. Right. Did you ever meet with Edward Bennett?
A. No. My father wanted me to, and I told him that I was worried of doing so without him.
Q. Well, did your father have good words to say about Ed Bennett?
A. For the most part, yes.
Q. And he was his estate attorney?
A. Yep. And he kept asking me had I gotten the papers from Ed Bennett. He was convinced that Ed Bennett had sent me papers that would confirm what he thought he had instructed Ed Bennett to do, and he was very agitated that I had not received the papers.
Q. What -- what -- instructed to do about what?
A. He told me that he had instructed Ed Bennett that all of his children were to be treated equally and that he was not going to treat

daughters with distrust, that we had affirmed whatever he needed to know about our loyalty to him and that he believed that we had not deliberately in any way exposed him to U.S. Trust.
And he did that, coincidently, when Helen was in the hospital and Hilton was out of town. And that's why I often think that there was undue influence, because when he was away from those influences he was able perhaps to see reason as I saw it.
My father was a great keeper of secrets. He wouldn't always want somebody to know if he didn't trust them or if he didn't go in with their program. My father often kept many balls in the air.
Q. Well, did you talk with him about this Freeman Trust concern he had?
A. To my father?
Q. Yes.
A. Absolutely.
Q. And were you open with him that you were taking the position he was incompetent?
A. I was open with him that he was subject to undue influence and this is what he said to me. I -- I outlined it the way I saw it,

that there were large grants where there had been benefits received and that he as chairman was vulnerable, and I will never forget he looked at me and he said it's so clear now. And then he said Hilton is throwing me under the bus. He had never used that expression with me before.

Q. What in the world would he mean by that?

A. I think he felt that by joining in with Hilton that he would be vulnerable to the effects of any negative impact of the findings. But you know, then an hour later he was taking a nap and it wasn't brought up again.

Q. And was there any validity to that statement?

A. I think when you share a trustee with somebody who is charged in tandem with you for a crime that sharing an attorney is ill advised. Would you disagree with me? I think that that's pretty simple lawyering.

Q. So what you -- what you're saying is they had the same lawyer and they should have had separate lawyers?

A. In my opinion, in my very, very unsophisticated opinion, but based upon what my

father had always taught me.

Q. And -- and you had a separate lawyer?

A. Yes.

Q. Did your sister have a separate lawyer?

A. No. She and I have, but we have no exposure of no -- I mean, you know --

Q. How about your other sister?

A. I believe she had a lawyer, too.

Q. Okay. Separate than the others?

A. Yes, but she was in yet another position because she was a possible future trustee and she was married to Hilton and there was some question about whether some of the benefits that had been received had accrued to her benefit. So I mean, there were specific incidents where she had exposure, and I think she felt that she needed to protect herself.

Q. Did your -- during that conversation, did your father use your cell phone to call somebody?

A. Yeah. He called Linda Franciscovitch.

Q. Who is she?

A. The -- the trustee of the Samuel Freeman Trust. We were on the bridge. We were

coming back. I had taken him for some clothing because his clothes -- he had lost so much weight and nobody seemed to be out there buying him clothing and his pants were falling down. So I went to buy him some new pants and some belts.

And we started -- he goes what is wrong with me, I get so confused. I said, daddy, you have Parkinson's, you're going to be confused. He said but sometimes I understand everything. I said I know that. I said it's a very erratic disease, and I said I'm really sorry. I said it must be very difficult. I said you're an extremely bright man and to be confused must be horrendous. And he said tell me what you think is going on. And I said I think -- he goes why are they after me. I said I don't think they're after you, daddy. I said I think there are irregularities, some of them small, some of them large, they're opening up Pandora's box, everybody is going to be out on the grill and, you know, you have the same lawyer as Hilton and you're going to be treated as a tandem team by doing so. And that's when he said, oh, my God, he's throwing me under the bus. And I said maybe not deliberately. He goes get Linda Franciscovitch on the phone, and

he called her.

Q. Okay. And did y'all have a written agreement after that?

A. No.

Q. About these conversations there was nothing in writing?

A. No.

Q. And what cell phone number was he on?

A. Probably the same one I have now but five carriers ago.

Q. Okay. And what's that number?

A. (917) 971-1245.

Q. And at the time the carrier was?

A. Maybe AT&T.

Q. And now?

A. Verizon.

Q. And there were no agreements drafted up or memos or letters or similar --

A. I was -- my purpose was to respond to my father as truthfully as possible. I was not trying to create an agenda forward. When he asked me a question I told him the truth or my understanding of it to the best of my ability. Everybody treated him like he was an idiot. He wasn't an idiot.

Q. Who?
A. My father. He had moments of lack of clarity and confusion and fatigue, but my father had moments of great clarity. And it hurt me to see him so terribly upset and confused and frightened at not being able to control his life anymore.
Q. When was that that he got to that level?
A. This was around the time he went in to Healthsouth. He was terrified of going in for rehab. I said I will come down here for three weeks and I will come in and spend every day with you, which I did --
Q. Well, when was -- what year was that?
A. -- because he was frightened. That was probably -- that was probably 2006.
Q. And that -- did you ever date John Finan?
A. No. No.
Q. Y'all wasn't ever girlfriend boyfriend?
A. No.
Q. No relationships at all?
A. No. I didn't trust him as far as I

saw him. He was fun. He was a good person to hang out with after my divorce, during the end stage of my divorce. He could -- he was a good-looking guy. He could squire me around. He was funny, and he was totally disreputable.
Q. Did you like that?
A. No. He reminded me of the bad side of my father with little of the good side. But you know, it was fun to have somebody around, and I took full advantage of not sitting there wailing my heart out after I got a divorce.
And no, I never kissed him. I never embraced him. I never nothing. Did he like me? Probably, but his intentions were probably just thinking I had money coming. I mean, that was what he was into.
Q. All right. We talked about Mercedes. What about Theresa Fonta?
A. Fontana.
Q. Fontana?
A. Well, Theresa was a crafty soul. Not well educated. Although she was at the end of my father's tenure as her friend, and I believe that they had an intimate friendship of some sort. And she had a questionable reputation. She had a

professional name, Theresa Fox. And I will leave that to your imagination. And had been known to entertain gentlemen at the Inn At Quogue and probably have larger amounts of cash in her wallet afterwards than she started out with.
Q. Okay. And --
A. I actually liked her. She was nice. She was funny. She adored my father. Why not? He paid for her to have a boob job. He paid for her to go to college through the trust, which was another point of contention. She was a woman who depends upon the kindness of strangers and -- and not strangers.
Q. And was -- so was she aware of what was going on with the Freeman Trust and y'all's dispute there?
A. Not, not really, no. She wasn't party to any, you know, confidence. I mean, I knew what she was. I didn't dislike her. She was competent in a hard edged way. She wasn't endlessly intelligent, but I thought that for what she had and what she had to give to the world she did all right by herself. She bought a little house in Quogue. She runs a resell shop. And I hope she's happy. I have nothing personally against her

except that I know she stole the cash box once from the Inn At Quogue and she was doing a lot of cocaine and I had to get her out of there, and I did.
Q. Okay. What year was that?
A. That was 200 -- no, 1999.
Q. Is she out of your father's life after that point?
A. Oh, no. No. She stuck like glue.
Q. For how long?
A. I think until after his death. In fact, she snuck in once to Healthcare safe -- South and spent the night with him in the hospital.
Q. Where is that Healthcare South?
A. I don't know. You cross some bridge. I'm so confused when I get down here about where everything is. It's kind of far out.
Q. Did someone steal some money and ship it out of the country?
A. I was told cash transfers had been made to somewhere in Germany or -- Germany or -- I mean, it was such a fantastic sorry. I have no idea.
Q. Who told you that?

A. Oh, Joe. I -- I don't think Joe necessarily knew jack shit.
Q. Who is Joe?
A. Joe Pridgen. You asked me his name before.
Q. Yeah. Right.
A. You know, he -- he was -- he was another person who was in it for the money. I think he actually cared about my father, but I think he cared about himself more. But he did make my father happy, which made me happy, entertained my father.
Q. And what did your father say about Hilton Smith?
A. He didn't talk much about Hilton. He knew I was at odds with Hilton on many points. He told me that he depended upon Hilton.
What do you want? Everything good he said? Everything bad he said? You know, over how many years, 40, 50 years?
Q. Was it mostly good?
A. It was mostly good. It was less good towards the end. He was concerned. He thought he was a little careless, a little greedy and that he was reckless. Those were the only three

criticisms I ever heard him say about Hilton, and they were with respect to the Samuel Freeman Trust. And that was his interpretation perhaps at a bad moment.
Q. So you don't have any factual basis to support those feelings?
A. I -- I see what I saw insofar as papers of the Samuel Freeman Trust, and I'm included to agree that perhaps Hilton might have been more prudent. A lot more prudent, but --
Q. In what way are you talking about?
A. I mean, a perfect example, I mean, the donation was made to some sort of a coral reef society and then he wanted part of the donation to include a trip for him and his family and then they couldn't make the trip. It was very explicit. And then he wanted a refund in cash for money that had come from the trust. That's pretty nefarious. It's against the law. It's called self-dealing.
Q. Did it happen? Did he get the money?
A. I have no idea. I just saw the letter.
Q. Anything else?
A. He just went on a lot of trips to

places where there were a lot of donations. His children seemed to, you know, have -- go to schools where maybe the tuitions weren't paid. I don't know.
I didn't involve myself in their investigation. They asked me questions. Sometimes they asked me questions about things I didn't even know about. I had no idea.
Q. Is the investigation over?
A. Insofar as I'm concerned it's completely over.
Q. And how long has it been over?
A. Since 2011.
Q. And were there any further allegations after the investigation against anyone?
A. The -- the records were redacted, which I find very interesting. All of the penalties and the paybacks and attorneys' fees were redacted out of the public information, which had to be requested by somebody.
Q. So what's the ongoing status of the Freeman Trust?
A. It is ongoing. Hilton has retired. His wife is working in his stead, as my father had originally requested in his original assignment of

trustees from many, many years ago, and things are going forward fairly peacefully.
Q. How large is the trust?
A. Maybe 46,000. Maybe 43. I'd -- I'd have to look at the latest. I mean, it depends on whether you take out all of the grants and whether they made payments and taxes and...
Q. $46,000?
A. Maybe 43.
Q. That's the total value of the trust?
A. Yes.
Q. Not the income of the trust, but the total value?
A. No. The income is -- you have to pay out five percent of the value of the trust. So you try to keep the income above. So sometimes you invest in stuff that will increase the value of the base assets and you take less in income. So you know, there's a lot of discussion about it and we have financial meetings about it.
Q. All over 40 some thousand dollars?
A. Yes.
Q. Now, I just was assuming the Freeman Trust was millions of dollars.
A. Well, 46 is millions.

Q. 46 million or thousands?
A. Million.
MR. KEFALOS: You said thousand.
THE WITNESS: Oh, did I? I'm so sorry. I don't mean to sound like an idiot. 46 million. I think it might be 43. I think the 46 was before. There was some major disbursement of something. My apologies.
BY MR. HOOD:
Q. Okay. It's okay. So it's a large amount of money?
A. Yes.
Q. Okay. And no one's been criminally charged? Nobody's been indicted?
A. No.
Q. There are no further -- no one's been sued?
A. No.
Q. The investigation's been done, it's over and everyone is moving on?
A. That's right.
Q. Tell me who these people are. William Dalton?
A. William Dalton was a manager at the Inn At Quogue.

Q. And does he know anything pertinent to this lawsuit?
A. I mean, he would know what expenses were from the Inn At Quogue. I mean, he would know what had been spent and where it had been spent and how it had been spent and who showed up with the money to pay the bill.
Q. Okay. And Craig Merso --
A. Mercheski. He runs a general goods store in Cold Spring, New York selling handcrafted food, organic materials. He's married. I went to his wedding two years ago. He's a nice guy. That's all.
Q. Is he not involved as a witness here?
A. As a witness to what?
Q. To anything.
A. We may have an affidavit he wrote. I'm not even sure.
Q. And what would his affidavit bear on?
A. Whatever he had observed at the inn.
MR. KEFALOS: Is this a good time for a break?
MR. HOOD: Whenever you want. Are you okay?
THE WITNESS: I'm fine.

MR. HOOD: Your lawyer is exhausted.
THE WITNESS: I'd be exhausted listening to me, too.
MR. HOOD: Why don't we take a break here since he would like to take a break.
VIDEOGRAPHER: Going off the record. The time is 3:31 p.m.
(A recess was taken.)
VIDEOGRAPHER: We're back on the record. The time is 3:41 p.m. This is the beginning of video number four. Please proceed.
MR. HOOD: Thank you.
BY MR. HOOD:
Q. Who is -- did I ask you about Donna McBride?
A. She was a manager at the restaurant.
Q. Oh, at the Quague?
A. Inn At Quogue Restaurant -- Restaurant at Inn-Quogue was the official name.
Q. Okay. And Alta Brockington you told us about?
A. Uh-huh.
Q. What was her momma and daddy's name?
A. I don't remember.
Q. Lucy and Sony?

A. I don't -- I wouldn't know that.
Q. Don't know who Lucy and Sony are?
A. Huh-uh. I have met her father once.
Q. No. No. I'm not talking about Alta now. I've moved on. Two -- two individuals. I'm sorry. Lucky, not Lucy.
A. Lucky and Sony were health attendants for my father or service attendants, whatever.
Q. Dr. Fahn?
A. Dr. Fahn?
Q. F-A-H-N.
A. Dr. Fahn is a doctor at Saint Luke's who specializes in Parkinson's.
Q. Okay. And he was a treating physician then?
A. He met my father twice that I am aware of. I was there once.
Q. What -- where is Saint Luke's?
A. On the upper west side. It's affiliated with Columbia.
Q. New York City? Okay. And Don Sharpe, with an E?
A. Don Sharpe was my father's former partner who had for years prepared his wills and various stock reports.

Q. Okay. And when did they separate?
A. Well, I don't think they separated, but the last will he did for him I think was in 2003, but I'm not certain.
Q. And is Mr. Sharps still around?
A. He is still teaching at Fordham University, law -- School of Law.
Q. Okay. And Joe Pridgen, you told --
A. Joe Pridgen was the health attendant for my father.
Q. And Svetlana Olen?
A. Svetlana something was a Russian woman who was a health attendant to my father.
Q. Okay. And Cherry, a nurse?
A. Naisha Cherry was a health attendant to my father through a nursing service. She was a certified nursing assistant.
Q. And when is the last time you talked to her?
A. Years ago.
Q. Well, you mentioned --
A. She -- she sent me something on Facebook asking how Pam was, but then I said give me a call and she never did. So, you know.
Q. So when is the last time you had

communications with Mr. Cherry?
A. Probably four or five years ago.
Q. And Kate Inderling?
A. Kate was a nurse from the same agency I believe, and I spoke to her maybe a couple of years ago, something about her son that she had mentioned to me, and I found something that had to do with her son and I called her.
Q. Theresa?
A. Fontana is the -- she lives in Quogue. I'm not in touch with her.
Q. When was the last time you had communication with her?
A. Probably when she sent me an email in 2009. I don't know.
Q. And what was that about?
A. It was about -- it was I think in response to saying, hey, thanks for sending me the stuff, but you're missing some of the stuff, and she hadn't responded. But then she sent me an email from California saying she was going to the, what, the academy awards with her friends and she was settled.
And I heard from somebody that she had a resell shop in Quogue, and I knew that she had

bought a house. But you know, where I have that information from and how accurate it is is, you know, up for question. You know, it's more like what I call whisky talk. You know, stuff you hear about people that you have no way of affirming it.
Q. And at one time you said there was some documents that support your claim in South Carolina that were not accessible. What are you talking about?
A. When did I say that, and what documents are you referring to?
Q. You were asked questions that -- that were answered under oath, and that was in question number 8 of your interrogatory responses.
A. You would have to show me the questions and my answer.
Q. Well, just -- no, we don't need to waste time with that. Where are the documents that support your claim that you say are in South Carolina but inaccessible? Either they are or they aren't.
A. I have no idea which documents, at what time and under what circumstances that statement was made. So I can't answer you truthfully or with any accuracy.

Q. Well, you either have documents that support your claim that are in South Carolina that are inaccessible to you or you don't.
MR. KEFALOS: If you're asking her a question about something she's written, show her the document and ask her about it.
MR. HOOD: Yeah.
BY MR. HOOD:
Q. Are there documents you don't have access to?
A. I certainly don't have documents such as bounced payroll checks from the Inn At Quogue, but I don't know if they're in South Carolina.
Q. Does anybody to your knowledge in South Carolina have documents of yours other than your lawyers?
A. Documents of mine? My personal documents? I don't believe so, but without more information I can't fully support that answer as entirely accurate.
Q. Did Pam keep a log of your father's health?
A. She kept her own personal daily diary -- it wasn't a diary. It was a datebook, and she would keep -- she would make notations in it.

Q. And do you remember what she wrote in July of '07?
A. No.
Q. And then in August '07?
A. No, I don't.
Q. Well, what prompted you to call the police on July 25, '07?
A. I was advised by my attorney when they could not reach social services. The elder health person was off. The elder health group suggested we call the police. So we called the police. We met with them. We had them listen to the recording to see if they indeed agreed that there might be a circumstance that would necessitate their coming by.

They came by. I believe there were two of them. They examined and spoke to my father independently. They then called the EMS, who repeated this, and they together decided that it was appropriate to remove my father from the residence and take him to a hospital by his express wish and by his condition.
Q. Was it you intention to embarrass Hilton?
A. No. My intention was to help my

father.
Q. And you agree that once a doctor at the emergency room at Roper examined your father he concluded that he was fine?
A. I have no idea what he concluded. All I know is that certain tests were not done that would normally have been done which would have indicated that there were some serious health issues that could have been avoided had they had more knowledge and had he not been removed and they were in his autopsy.
Q. After your father died why did you call the police and request that a policeman stay with his body?
A. I didn't do that. My sister Pam did.
Q. Who did that?
A. Because she saw them flushing drugs down the toilet.
Q. Saw who doing what?
A. There was -- I believe it was when hospice came. They instructed that all of the drugs be flushed down the toilet, and Pam thought that that was unusual and inappropriate and also not the appropriate way to dispose of drugs, and there were no records being kept of what was being

administered and it was open access to the drugs by all individuals in the residence.
Q. What is this paranoia that Pam has or you have or you both have about your father's care?
A. Are you -- are you -- are you qualified to say that we are paranoid?
Q. The nice thing about depositions is that you don't get to ask any questions.
A. Okay. Well, you're a lawyer, not a doctor, right?
Q. What is it about you and Pam that make you think someone is trying to kill your father, who has had a very wonderful life? He's in his late 80s. He's very sick, and the people around him have been with him for 20, 30, 40 years and love him. What was it that made you two think that someone would do harm to him for any reason on the earth?
A. Because my father expressed fear to us that harm was being done to him and there was a DNR not signed by him that he said he did not want explicitly. He said that hospice was a pile of bullshit and he didn't want it. And that is quote unquote.

My father rarely used language like that. He told me to get him out of there and get him to New York, and he had expressed a desire to see other doctors in New York and be subject to other opinions. I don't think that's --
Q. Whose idea was it to accuse Hilton of trying to kill Mr. Murray?
A. When was Hilton accused of trying to kill Mr. Murray?
Q. You have never said that to another person?
A. No. Hilton tried to kill my father?
Q. Right.
A. I thought the timing of his death was unfortunate. It was two days before there was a deposition about the Samuel Freeman Trust in New York where Hilton was going to be subjected to an enormous amount of scrutiny. But I mean, Hilton wasn't there. Hilton was out of town.
Q. All right. Then what about -- who's the lady that lived with him?
A. Helen.
Q. What's her last name?
A. Flynn.
Q. Ms. Flynn?

A. Uh-huh.
Q. Who accused her? Did -- wasn't it you that accused her of giving him poison?
A. No.
Q. Was it your sister?
A. Not that I'm aware of. That Helen gave my father poison?
Q. Yes.
A. No. I have never heard that.
Q. Have you -- have you said this to -- this threat of this -- this allegation against either one of them, Hilton or her?
A. My father told me and two nurses told me that Helen was disconnecting my father's CPAP, but Helen I think had a degree of dementia. Helen accused a lot of people of a lot of things.
She was convinced that they were -- they were -- she was convinced that they were stealing the air freshener. She accused many people of stealing jewelry that would later be found. Twice she accused me of sleeping with my father. She was a little unbalanced.
Q. Was there any truth to that?
A. Of course not.
Q. Who did she say that to?

A. On Father's Day my father went in to take a nap because he was tired, and then I said I was going to go in to take a nap because I had been coming down I think on the train all night. And when she came in she goes she's in with her father, she's sleeping with her father. And Pam said no, she's in my bedroom.
And then another time when my father somehow got left unattended by nursing and she was out shopping and I had to change my father's diaper, get him into the bathroom, clean him up, get him cleaned up, back into bed, and he was exhausted and embarrassed and humiliated. And he said just sit here, I'm so upset. I said don't be upset. I said, you know, you had to do this when I was young. I said granted, you're a bigger obstacle to do. And he said thank you. And he fell asleep. He was holding my hand. And she walked in and she said I knew it, you're sleeping with your father.
I mean, it was just crazy. But you know something, she was just -- she was crazy with grief and upset and she wasn't balanced and she was getting older and the next day you could be her best friend. So I mean, I just don't think

that I should put an enormous amount of credit in what she said when she was not entirely balanced.
Q. Where is she living now?
A. In -- I believe she lives with her son outside Harrisburg in a cottage on her -- on his property, but I'm not certain about that. I think she was supposed to go into a nursing home, and maybe she didn't end up going. But I have heard -- I can't remember how I heard it -- that she has increasing dementia and that indeed this was perhaps the beginning of it.
Q. When is the last time you had any communication with her?
A. Probably five years ago, six years ago. I'm not really certain.
Q. Fair to say y'all are not very close?
A. I don't think anybody has had a personal relationship with her since then. I don't -- Catherine said she's never seen her. Pam and she did not get along. I reached out to her. I sent her a couple of birthday cards, things like that.
She has dementia, from what I understand. I wouldn't expect her to be in touch. I always bought her birthday and Christmas

presents. After she moved I sent her Christ -- Christmas and birthday cards. Her birthday I believe is July 2nd. I may be wrong on that. I can't remember, and I know it's in July.
So I reached out because I thought it must be very painful for her to have no more contact with the family. I didn't want to be close to her. I just wanted to give her a little respect.
Q. Whose idea was it to do the tape recordings?
A. Mine.
Q. Solely your idea?
A. Oh, yes. Uh-huh.
Q. Whose idea was it to type it out?
A. My attorney's.
Q. And in the listening are there long pauses between responses?
A. In the listen -- I don't know what you're talking about.
Q. In listening to the tape. You would make a statement, then is there a long pause before Mr. Murray said something or did something?
A. I don't know exactly what you're referring to, but sometimes my father found it

difficult to speak, or he would reflect for long periods before he spoke, or maybe he didn't know what he wanted to answer. I don't know.

Q. Did he instead of answering you several times just squeeze your hand or arm?

A. When he was feeling weak I would say, daddy, if you want me to do this squeeze my hand.

Q. Okay. So now as to the reasons for calling the EMS and the police, were those responses that he was squeezing or --

A. I would have to review the tapes. But he did say -- he was definitive that he wanted to go to Roper, and he refused to let Helen into the ambulance, and she was furious.

Q. Did he say that in words or --

A. He told the EMS guys.

Q. In words?

A. He said, yes, I want Liz.

Q. That's what he said?

A. Yes. I was not game to go in the EMS. You know, it wasn't -- that's what he wanted. That's what I did.

Q. And that -- that's the only time you have ever recorded anything with your father?

A. Yes. Absolutely.

Q. And to your knowledge no one else has recorded anything else with him?

A. Not that I know of, no.

Q. Did you give a tape recorder to Ms. Cherry to record things?

A. No. She was there while he was saying things.

Q. Did she ever record anything, to your knowledge?

A. Nothing that I know of.

Q. You -- did you tell your father that you were being kept away from him because you were accused of trying to kill him by giving him water?

A. I was accused of trying to harm him by giving him water, and I was told to stay away from him until Walter intervened because my father wanted to see us.

Q. Okay. And why did you give him water if he couldn't have water?

A. He was drinking water. He wasn't having any problems drinking water. He had been secretly drinking water for days, begging for it.

Q. So who accused you of trying to kill your father?

A. Probably Helen. I didn't pay much

attention when she accused me of trying to kill my father anymore than I paid attention when she said I was having a sexual relationship with my father. I mean, she was in a world of pain. She was crazy with grief. She was frightened and she was old.

Q. When the money was distributed to you from your mother's, Minnie Holmes Murray's, estate how much much did you get?

A. Oh, goodness gracious.

Q. Rough numbers?

A. 100 -- and are you talking 1990?

Q. Yes.

A. Probably $178,000. Does that sound right?

Q. Okay. And was that money supposed to go to you or in trust to you for your children?

A. It was supposed to be in trust for my children.

Q. And where is that --

A. And I was supposed to enjoy the money during my lifetime and the residual would go to whomever I so designated, which could be my own estate or anybody I dictated, or in default of such an appointment my child, which was my intention.

Q. Okay. Okay. Is that money still available?

A. That money is in a trust being held by Minnie Holmes Realty, which owns my house.

Q. So that money was used to reduce your mortgage?

A. It was used to pay for the house, yes.

Q. And not left in corpus in an investment growing interest?

A. I don't believe that any of the money was -- that was distributed among any three of us was isolated into an estate of Minnie Holmes Murray for the benefit. I believe that Catherine co-mingled it with an exiting trust called the Hilton C. Smith Irrevocable Trust. Pam used it for whatever. I used it and used it in my house, which at least is a solid asset. Better than nothing, right.

I -- and I had asked Hilton if he could account for what part of this charitable whatever this trust for his children was and he said it was so co-mingled he couldn't account for it. And I'm not saying it's not in there, but Catherine doesn't control it. I believe Hilton controls it.

Q. Was there a reason when we requested medical records on Pam that they weren't given to us?
A. I think they were given to you.
Q. There was a time when she was getting money because of her sickness?
A. Uh-huh.
Q. Medical records were asked for, and we didn't get them for months.
A. I don't control my sister's medical records. You may ask my -- my attorney.
Q. No. I was asking you what you know about that.
A. Pam, to Pam's best knowledge, you were provided with the records as timely as the hospital was willing to give them to you. The doctor was not so inclined to share medical records. She thought it was sort of outrageous given that my sister has endstage cancer. She was furious.
If you saw my sister you might feel the same way. I have been down in -- at my sister's residence three out of the last four weeks taking care of her. She's not in great shape.

Q. Where is she --
A. She lives in Germantown, Maryland. She's bald. She's thin. She can't eat. She can't travel more than half a block without sitting down and being winded for five minutes. And she is scared. She is very vulnerable.
Her liver is more than half cancer. And if you look at her CAT scan it looks like she's been at the rifle range and between the grenades and the rifles that she's been shot to death.
Q. Well, why does her deposition need to be taken then?
A. I -- I believe you've wanted to take her deposition. And she's feeling like hell. She's gone through all of this. She'll give a deposition if she can give a deposition. She's not avoiding a deposition. When you have double pneumonia it's very difficult to speak.
Q. The deposition is being requested by her lawyers.
A. Okay. Well, then maybe --
Q. Why is it so -- why is it so important she give a deposition?
A. Are you questioning her witnessing

signature? You're questioning everybody else. Maybe she feels like she wants to state what happened.
Q. What signature did she say she witnessed?
A. Did she witness the thing that was signed out on Brianna Lane about the letter my father wrote to me?
Q. The -- the signature that you didn't recognize of your father?
A. No. No. No. No. I'm talking about the thing that was signed that was written by Jeff Young and Larry Bow.
MR. KEFALOS: If you'll stipulate that that's his signature and he was competent at the time we don't need to take her deposition.
MR. HOOD: That who was competent?
MR. KEFALOS: That Mr. Murray was competent when he signed it.
MR. HOOD: Which signature? Are we talking about this guy here?
MR. KEFALOS: No. No.
THE WITNESS: No. No. No. No. That's a different paper altogether.
MR. HOOD: Which one are you talking

about?
MR. KEFALOS: The Elizabeth Style Setter's.
MR. HOOD: Well, let's get the signature and look at it.
THE WITNESS: Pam lost three pounds last week. She's losing about 12 to 15 pounds a week. She's finally thin.
BY MR. HOOD:
Q. Okay. Now, is this -- this doesn't have a Bates number on it, but this is Elizabeth Murray --
A. Right. Right.
Q. -- June 3, '07. Then the next page is June 21, '07 and it's three pages, and it's got a bunch of scribbling on the back. Is this what she's talking about?
A. She witnessed that entire signature, according to her. She witnessed the people witnessing it. She witnessed my father signing it. She knows the circumstances around it, and it was done at her house in her living room.
Q. Well, one of these guys is a drug addict?
A. Oh, did you say anybody who is taking

prescribed drugs is a drug addict?
Q. No. I thought he was. He's not --
A. I think he's taking prescribed drugs because --
Q. Morphine?
A. -- because of a -- well, if you are taking morphine for a spinal fracture I don't know if you would consider that being a drug addict.
Q. Are you saying he's not a drug addict?
A. I -- I'm not a doctor.
Q. Which one are we talking about, Larry or --
A. Jeff Young. Jeff Young.
Q. What about Larry? What's his situation?
A. Larry is a landscaper and he works down somewhere in the Atlanta area.
Q. Okay. Did you conduct an interview with Ms. Cherry?
A. Yes. We asked her to write down her memories of different events just to know if we were accurate in our understanding of what -- of things she had said. Pam actually did it. I was there but wasn't --
Q. Was it recorded?

A. No.
Q. Where was it done?
A. I think it was in her living room.
Q. Whose living room?
A. Pam's.
Q. At Brianna Lane here in Charleston?
A. That's correct. That's correct.
Q. And was anyone else present besides Pam and Ms. Cherry?
A. I was for part of it at least.
Q. Well, did you take notes?
A. Pam took the notes and wrote them out, and then I reviewed them to see if there's anything that I remembered that she didn't, an inflection or a comment.
Q. And what was -- what did she say? What were the questions? What were the answers?
A. It was -- it had to do with my father's frame of mind, what my father expressed he wanted, things that she witnessed on the site and her general upset at many situations that occurred there. Some of them had to do with the situation about my father not wanting to have other people dictate his DNR and his healthcare proxy -- not his healthcare proxy, his hospice.

I mean, it was stuff like when the minister would come to give him blessings my father would pretend to be asleep and would loudly snore and would turn over and wink. I mean, he didn't want visitors from the ministry. My father was an atheist. You know, it was about a lot of -- and she's very religious, by the way, Cherry is. So, you know.
So it was things that she witnessed with Helen, miscellaneous comments he would make. It was whatever might be relevant, and it -- it was indicating my father's frame of mind. My father was very fond of her, not in a sexual way. She was cheerful. She was positive. She made him laugh.
Q. Did Helen accuse her of taking a ring?
A. Oh, yes. Yes. And then she found the ring.
Q. And did she go through Ms. Cherry's pocketbook?
A. I -- I heard she did. I was not there. I can't say. It would be hearsay.
Q. And the ring turned out to be in where?
A. I don't know. I wasn't there. It was

found.
Q. It was found. And what -- what ring is that that was in question?
A. I don't know Helen's jewelry.
Q. That particular ring wasn't claimed by you in the recent theft you've had?
A. No.
Q. So it wasn't a ring in your possession that you lost?
A. Never.
Q. How did she know about detailed conversations, Ms. Cherry, she had with -- Bill Murray had with his attorneys?
A. I don't know that she did. She may have overheard stuff. I don't remember that part of it. I haven't reviewed anything with respect to that recently, and I can't speak to that.
Q. Was there any evidence that Mr. Murray was given drugs to get hospice involved in his care?
A. I heard that he was not bathed or shaved for a couple of days and was very disoriented when they came to examine, but that is entirely hearsay, and that different nurses were put on. Entirely hearsay.

Q. Why -- why -- okay. So why would anybody do that?
A. I have no idea.
Q. They're getting paid. They have supervisors. They're making records. That -- that just wouldn't happen.
A. Well, you're saying that. I don't know.
Q. People would get fired if they did that, wouldn't they?
A. Well, the hospice head did get fired afterwards, didn't she? Her name, by the way, was also Helen, and after 25 years she was dismissed.
Q. That's Helen James?
A. That sounds right.
Q. And why was she a problem?
A. She was unusually close to Helen and pretended that they were blood sisters. They thought they had some sort of a psychic bond. I don't know. It was just weird.
Q. Okay.
A. I mean, I heard this from Helen as well. I mean, Helen went on and on and on.
Q. Which Helen?
A. Helen Flynn. So you know, but as I

said, Helen had a certain level of dementia and she may have felt this or felt that this woman made her comfortable, and isn't it nice that somebody made her comfortable.
Q. Well, was this lady, Helen James, a registered nurse?
A. I believe she was.
Q. And was Ms. Cherry a registered nurse?
A. No. She was a CNA, a certified nursing assistant.
Q. Was she there every day?
A. No, I don't think she worked seven days a week. My father liked her. He preferred her to many people. She had a personality. She made him laugh. She was bright and clear. She was about as big as this. And I think she amused my father. And, hell, isn't that great to have a nurse that amuses you and keeps you feeling good. She joked around with him.
Q. Did she keep a log of how often you were there, your sister Pam was there, Catherine, Brianna?
A. All of -- of the nursing assistants kept a log to a certain extent in the daily log. Some were more complete. Some were not.

Q. Than hers?
A. And I didn't ever read her log closely to -- you know, I saw the log at one point. I didn't sit there and take close notes and say, oh, I'm there and she's there.
Q. Did she tell you that Bobby Hood and gang were there to have Mr. Murray sign documents the last week of his life?
A. I don't remember that exactly, but I think she said that she had met you and that you had come in and that you -- what I specifically remember is that she said you referred to the Dove chocolates and made some reference to her and she was offended racially.
Q. What?
A. Yes. That's what -- that's what I remember.
Q. Is she African-American?
A. Yes, she is. And she took offense.
Q. Because I like chocolate?
A. Well, she just took it the wrong way. I'm not --
Q. I don't understand any of that. What are you talking about?
A. She said you made some comment that

she -- oh, I know what she -- you said something like you guess that Mr. Murray liked his chocolates and you looked at her, and she was offended. So that's what I remember. That's how it came up that she had met you.
Q. And that's what she claimed I said?
A. You may have said it in all innocence not referring to her but referring to the chocolates. My father --
Q. I could have said that about chocolate. I would not have said it about her.
A. I'm not saying you did. I'm just saying that's how I remember she said she met you.
Q. Okay. Anything else about me and her?
A. No.
Q. Okay.
A. I'm sorry. I mean, I'm not saying that that's how you meant it. I'm saying you said that and she took umbrage.
Q. Whatever.
A. Whatever. People take umbrage at all sorts of things.
Q. Particularly if they're sensitive about something. What is this lady's agenda? Is she trying to get money out of you or your sister?

A. No.
Q. Out of Mr. Murray?
A. Not that I'm aware of.
Q. And does she still work for some healthcare group?
A. I have no idea. I haven't spoken to her in years.
Q. When was the last time you spoke to her?
A. Four years ago. Five years ago. I don't know if I spoke to her or I got a message on Facebook or -- I got a message six months ago and she asked me how Pam was. And I responded and I said not great but still kicking, give me a call. And I didn't hear from her.
Q. Well, did you think it was inappropriate for this lady, Ms. Cherry, to speak to you about your father's health and personal matters without his consent?
A. It was done right in front of him. I mean, after he was dead?
Q. No. While he was being treated by her. There's something called HIPAA.
A. Oh, you know something, it was in front of my father.

Q. The whole time every time?
A. Just about, yeah, that I remember. I mean, yeah. My father was not sensitive about Naisha. I mean, he just adored her.
Q. Was she y'all's, you and Pam's, Deep Throat in that house?
A. There is not a Deep Throat. Goodness gracious. I mean, first of all, Helen was paranoid, and she listened in on every conversation. She screened phone calls. She listened at doors. There was no privacy in that house.
Q. And his lady Cherry, was she working for y'all?
A. No.
Q. Getting paid on the side by y'all?
A. Oh, for God's sake. No.
Q. No remuneration of any kind?
A. No remuneration. I gave her a picture of my father after he died. Is that remuneration?
Q. I don't know. Did you ever tell anyone that you believed Hilton, Helen or Brianna and/or any one of them were trying to kill Mr. Murray?
A. No. Brianna adored her father. Helen

was too crazy to think about killing anybody. And I don't see where Hilton was in a place to kill my father or to have real motivation. Although he would benefit financially.
Q. In what way?
A. Well, let's see, wouldn't have to go to the big deposition with the Attorney Generals Office in New York. But that was a timing issue. And he certainly would have control over a vast amount of money.
But I think that Hilton genuinely loved and cared about my father. I don't think he always worked in his best interests, but I think -- I think Hilton was confident that he was.
Q. And since he's died -- your father died has Hilton done a good job handling his business affairs?
A. Well, he doesn't give us any accounting. So it would be real difficult to know, wouldn't it? There is no transparency. There is no honesty that I can see.
Q. Is that the way your father wanted it?
A. Well, that's not what my father said to me.
Q. Is that in the recording you have?

A. No. We -- the recording had to do with his health, not with his money. I was concerned about his health. He did tell me many times not to worry, that he had been to Ed Bennett and that he had changed his will so that I would not be subject to any prejudice or negative feelings between me and Hilton and that he had gone in March and that he had instructed Ed Bennett to change his will. Over and over again he said that.
What happened to that will? Who instructed Ed Bennett not to do what my father asked, is the question. I'm sure that my father continued to make decisions in business, however limited. But why that was not done, if indeed he did go to Ed Bennett, which my father claimed over and over again that he did, I do find it uncomfortable that Ed Bennett did not follow the wishes of his client, and if he was advised that my father was not competent to make those decisions, then I would say that that was inappropriate of Hilton to make that decision. But I'm out of the game. I'm in New York. I just know what my father told me.
Q. And what was that?

A. That all of the children were going to be treated equally and that we would not be subject to the whims of Hilton insofar as penalizing us for anything having to do with what had gone on either personally between us or with the Samuel Freeman Trust, that he had been to see Ed Bennett and that he had instructed him to change his will and that I was supposed to get papers in the mail.

And when my father called me and said get down here, I fear for my life, get down here and save me, I called Ed Bennett's office. So I'm not being very surreptitious, am I? I'm not trying to sneak around and hurt my father. I called his lawyer.

Q. Who did you talk to?

A. His receptionist, who said he was out of town.

Q. Did you ever talk to him?

A. No. He was out of the country. But I wanted to be sure that I was clear and open and fair in telling him what I was doing because my father trusted him and he trusted that his -- that Ed Bennett was following his wishes and that he could trust him, and I feel very sad that my

father was mistaken.

I'm not saying that Ed Bennett did it nefariously or with bad intent, but I think that my father was misled in thinking that his wishes were being followed.

Q. And what factual basis do you have to support that?

A. My understanding is that Joe went with him, told me exactly the same story. The date coincided. My father told me repeatedly. He told Pam repeatedly. And my understanding is that I told this to George and that Ed confirmed to George that my father had indeed come to him to change the will. So maybe I'm wrong. Maybe I'm not.

Q. Who is Joe?

A. Joe was my father's health attendant.

Q. What is his last name?

A. Pridgen. That's a lot of people talking about the same thing, and it didn't happen. And I feel really bad that my father felt so secure that his -- his attorney would follow his wishes and that it wasn't done because he was evidently competent enough to continue signing papers regarding his estate but not to make a

judgment about how his estate was handled, and I think that that is reprehensible.

Q. You're talking about the support for this allegation being Joe Pridgen and yourself and who else?

A. And my father. Most importantly my father telling me repeatedly. And I told this to George, who found it unlikely so he asked Ed Bennett, and Ed Bennett confirmed that, yes, my father had been at his office and this event had taken place and that he had been advised that my father was incompetent to make such a decision, and but my understanding is that long after that many papers were signed regarding his estate which indicated that nobody else thought he was too incompetent to make business decisions that might enhance their position. So that's maybe dumb, stupid. Maybe not.

Q. Okay. So what is the timeframe of this?

A. It was in March, and it was immediately after he went to see the lawyer that he called me up in New York or he called me and he went to go see the lawyer. Whatever it was it was like instantaneously. He made a decision that he

had misjudged the situation with the Samuel Freeman Trust and we were not trying to endanger him.

In fact, I had told the Samuel Freeman Trust representatives that there was absolutely no way I was going to give them any information that in any way could injure my father, that my father I believed was -- if there was any wrongdoing, that it was subject to influence and frailty due to his disease and not to malicious intent.

Q. Okay. Are we talking about '06? '07?

A. We're talking about '07. Well, wait a second. We're talking about '06.

Q. Okay. You -- you came down and saw your father in '06?

A. I saw my father in New York in '06. Wait a second. Let me just think. It gets so confusing. Oh, God. It was so long ago. I saw my father until November of '06, and then no phone calls were accepted. No letters were accepted. A poinsettia plant was stuffed in the garbage that was sent. We were shunned. No different than the Amish community.

And then Hilton went out of town. Helen went in the hospital. My father had what he

considered a morning of clear thinking and he decided to change the situation. He called me to come down. He called Pam to come over. And he went to his lawyer and he thought he had resolved the situation, to the best of my knowledge.

Q. Okay. This is March of '06?

A. No. March of '07.

Q. And how long after that did he die?

A. In August.

Q. So five months?

A. Uh-huh. And the question would be was he competent enough to sign legal documents after that point but not to change his will.

Q. So the witnesses to this desire to change his will are?

A. Ed Bennett.

Q. Okay.

A. Joe Pridgen.

Q. Okay.

A. And my father, who is dead. So it's Dead Man's Statute. He told me repeatedly with details, and the only person who can answer that is Ed Bennett. I'm sure you trust what he would tell you.

Q. I totally trust what he says. He is

an excellent attorney.

A. That's what I understand.

Q. And he did a very good job for your father.

A. Except for protecting him against Helen. That was a pretty poor job.

Q. What did Helen do?

A. Helen sued for common law wife status, and she was not separately represented in the agreement that was signed that was supposed to protect my father.

Q. I don't know what you're talking about.

A. There was an agreement between my father and -- and Helen in 2005 where they agreed they were not married. They agreed what she would get after his death. And she did not have independent counsel, and so she was separately represented and claimed common law wife suit, and I think she walked away with, I don't know, 4 or $5 million.

So that to me is not great protection, but it can be argued whether she deserved it or not. My father did not intend her to have it.

Q. Wait a minute. I don't know anything

about any of this. In '05 Helen --

A. Signed an agreement.

Q. What's her last name?

A. Flynn.

Q. Helen Flynn, who is living with your father up until the day he died?

A. Yes.

Q. Signed an agreement?

A. Uh-huh.

Q. To do what?

A. It was -- I call it the I am not your wife agreement. He agreed to make her a -- he agreed to make her the beneficiary of a trust. He agreed to have her live in an apartment for a certain period of time. She would receive an income in connection with this trust, have ability to distribute money, live in this house, have a certain income he thought from this development, and that when she died those assets would return to the trust. Instead she took all of that and then she filed a claim for common law wife.

Q. Who was her lawyer?

A. I can't remember his name.

Q. And is that claim pending?

A. No. It was paid out.

Q. By whom?

A. By Hilton. They came to an understanding.

Q. There was a settlement?

A. There was a settlement.

Q. And do you know how much she was paid?

A. She got the proceeds of Vendue Range, as I understand it, but I'm not sure.

Q. Which was how much?

A. I don't know, 3000 -- $3 million maybe, maybe less. She got certain furniture, and she kept everything that she was supposed to get in lieu of getting a common law wife or a settlement in addition. So I don't think that's so great, but that's just my opinion.

Q. And so she didn't have an attorney?

A. When she signed that agreement she did not have an attorney, and almost everybody knows that when you sign a prenup or post -- postnup or any of those type of agreements if you're not separately represented you can come back later and contest it, and that's exactly what happened.

Q. And so what should have been done differently?

A. I don't know. I'm not a lawyer. But

maybe she should have had her own representation so it couldn't be questioned.

Q. So what couldn't be questioned?

A. That she wasn't his common law wife.

Q. Did he ever hold her out as his wife?

A. He -- she signed a Harbor Club receipt when he was unable to write. She signed a receipt for a delivery to their kitchen for some cabinets and shared a frequent flier number on United Airlines.

He openly and notoriously never claimed her as his wife, in my experience. Maybe she was. I have no knowledge of it. You're asking me. I'm just giving you the information I have.

Q. Did anyone ever tell you that or did you ever tell anyone that you believe Brianna had poisoned the soup?

A. That is the most ridiculous story that has been going around, the poison soup story. I heard this one. That she put poison into some soup she brought my father the night before she -- he went into the coma.

First of all, I wasn't there. Second of all, I only heard about the soup through Helen,

and Helen and her semi-demented state said something about poison soup. I mean, it's ridiculous.

What was she supposed to poison him with? I don't even know if morphine is soluble, if that is the poison she was referring to.

It was one of these crazy crocodiles in the sewers stories. I never said it. I wasn't there. I didn't know there was soup, and I certainly didn't say it was poison. The only person who said it was poison was Helen.

But she also decided that -- I had picked two pounds of crab, and that it was probably bad and that she should throw it out because it would poison my father. Now, my father asked me to pick him crab, which you know is no fun to do. I picked two pounds of crab, and she threw it out. She thought it would poison him. I think she was just upset and not balanced.

Q. Throughout this whole process have you defamed anybody?

A. Have I defamed anybody? Well, you know, there's all this talk about all these rumors that went around. First of all, I don't know anybody in Charleston except for my cousin Chris.

Nobody. So I don't know who I was down talking to saying all of these crazy rumors. You know, it's -- it's completely out of line.

I was not happy with how the funeral was arranged. I was told I could not give a eulogy. I was shut out of many of the arrangements. Catherine and Hilton took over, and I thought that that as inappropriate. But, hell, you know, when push comes to shove, when people die stuff flies. And I just wanted to get out of it.

I was very -- I was grieving and sad. I certainly was not spending time talking about poison soup. I mean, that is an absurd statement. And I wasn't there, and how would I know she had made him soup?

Q. Well, you do agree that the autopsy report that was ultimately done in Atlanta indicated that Mr. Murray died of natural causes?

A. If you call drowning to death in your blood in your intestines natural causes if it could have been prevented. Everything is natural about death. You die.

Q. And there was no fowl play?

A. I have no idea of any fowl play. I

just think lack of attention can be wrong --

Q. That would be --

A. -- if somebody requests treatment.

Q. That would be Ms. Cherry's fault?

A. No. Taking him out of the hospital when he wants to be in the hospital and he is experiencing discomfort, and if something could have been discovered while he was in the hospital had he been allowed to stay, that might have prevented his death however timely or untimely it would have been. I take some --

Q. But that was ER -- that was the ER doctor's decision?

A. No. The doctor was going to keep him, and then Hilton and Helen demanded he be sent home, from my understanding. I may be entirely wrong. But the condition was present at that time, and indeed it is what was his cause of death. It's called ischemic col -- colitis something.

Q. Who hired Joe Pridgen?

A. He had a nurse and Joe was the husband, and the nurse suggested the husband.

Q. So he --

A. The nurse came through an agency. It

may have been Pam. I don't know. I was there and all of a sudden Joe was there.
Q. Okay. So he was -- didn't come through an agency?
A. No. I think he was the husband of a nurse that came through an agency.
Q. And when was he hired?
A. Late spring of 2007. I'm -- I'm -- I really can't tell you.
Q. When did he quit in providing care to Mr. Murray?
A. Maybe a month before his death. I believe his wife did steal Helen's credit cards.
Q. You what?
A. I believe his wife stole one of Helen's credit cards.
Q. Joe Pridgen's wife?
A. Uh-huh. The nurse.
Q. Which credit card?
A. I don't know.
Q. Did she use whatever she took?
A. I think she was caught using a credit card that belonged to Helen.
Q. How much did she charge?
A. I have no knowledge of that. I think

it was at a Bed, Bath and Beyond. She was photographed buying a comforter.
Q. Had they ever done something like this before?
A. I have no idea. My understanding is that Joe had a checkered background.
Q. So what in the world is he around Mr. Murray for?
A. I don't know. I wasn't in charge.
Q. Who was?
A. At that point I don't know. I think, you know, Pam was -- had stopped taking charge of things and they were in charge, and I have no idea. I lived in New York. I came down to visit. I wasn't in the thick of things. I didn't overhear everything. My concern was my father, not who was taking care of him, except if I saw that he was being abused. Then I would have been concerned.
Q. What -- what was Pridgen's checkered past?
A. My understanding is that he may have been in prison at one point.
Q. For?
A. He made some comment and I asked him

and he answered and he said he had not always been a good boy and he -- I think he had said he had a checkered past.
Q. Anybody else that took care of Mr. Murray have a checked past?
A. I don't know. I mean, I think Lucky and Sony both had serious drinking problems, but they made my father happy, so. You know, what do you do? My father wanted them to stay. Other people wanted them to leave, and I wasn't involved in those decisions.
Q. Did you have any conversations with Mr. Pridgen?
A. Conversations?
Q. About any of this stuff we've been talking about all day, Joe Pridgen?
A. This stuff that we have been talking about all day?
Q. Your two claims.
A. No. No. No. He was aware that I had those books of receipts, and he said it's good that you're taking care of that stuff with your father, and that's all he ever said.
Q. Did you have any recordings of his conversations or any --

A. No. No.
Q. Do you have any notes from talking to him?
A. No. I was concerned about things from time to time. Once he called me in New York and my husband, since we were going through a divorce, was listening in on the phone. You know, I mean, this was Peyton Place central. It was just ridiculous.
Q. Did you talk to Pridgen in the months of June, July or August '07?
A. He came to Pam's house after my father died, said he had heard that my father died and that he was very upset to hear about it. And he made up this crazy representation that he had been in jail, had been wrongly arrested and been in jail a month. And I think he was let go, but he didn't want to say that. He said he had been in jail for a month and he wanted to come by and gives his condolences and all that stuff.
Q. Okay.
A. Oh, and Pam once did a tax return for him. He was late on his taxes. He needed -- and she filled out the forms using Turbo Tax for him.
Q. What year was that?

A. Oh, I have no idea. It was probably '0 -- '06. I don't know. She just told me that she did him a favor once and filled out a very simple 1040 tax return. I mean, you -- she said it was, you know, the two page sort that used the easy report or something. He just didn't know how to do it.

MR. HOOD: Let's take a five minute bathroom break, please.

VIDEOGRAPHER: Going off the record. The time is 4:39 p.m.

(A recess was taken.)

VIDEOGRAPHER: We're back on the record. The time is 4:58 p.m.

BY MR. HOOD:

Q. Who called the police to come to Mr. Murray's condo after he died?

A. Pam.

Q. What was that about? Why did she want the police there?

A. Because they were flushing drugs down the toilet.

Q. And did the police go?

A. The police came, yes.

Q. And who was they that were flushing?

A. I believe somebody came in from hospice and instructed. I don't know if it was the nursing attendants and or the -- what it was. I don't know who it was, but drugs were about to be flushed down the toilet and there was no record --

Q. And so they --

A. -- and there were no records of what had come in the door, what had been dispersed. Normal protocol is to keep count of --

Q. Okay. And did they --

A. -- beginning, ending, what had been dispersed, who had approved it.

Q. Okay. And did they get there -- the police get there before anything was flushed down the toilet?

A. I believe so.

Q. Okay.

A. But I was in the living room and I was not near the toilet.

Q. Okay. And was Pridgen there that afternoon --

A. No.

Q. -- or morning --

A. No.

Q. -- or day or whatever?

A. No. No, he was not.

Q. When Pam sold her house where did her money go?

A. Pam moved to Atlanta and shortly thereafter developed stage IV breast cancer. She had no insurance. She had -- could not get a job except for freelance stuff. She was in an acute care facility ICU for 28 days.

Q. When -- when -- what time period is this?

A. We're talking about 2009 -- no. 2010, early 2010.

Q. Okay.

A. They thought she was gone at one point. I was down there for weeks.

Q. Okay.

A. And she was in very grave condition. Her two daughters were getting married that summer and she -- I mean, she was -- she had such bad infection in her lungs that they were going in and scraping the inside of her lungs to get rid of the pus and the fluid accumulation. She was in excruciating pain. It was in her bones. It was in her breasts. It was -- it was there and they

thought she would go very quickly in the beginning because of the acuteness of the effect on the pleural tissue around the lung.

Q. Sounds like she's done remarkably well. She's a survivor four or five years later.

A. Oh, yeah. She's -- she's down to I think 12 or 13 percent of the survivor's last this long.

Q. Wow. Who did she bank with?

A. I don't know. I know she has a Sun Trust account now.

Q. And did she give any money to Joe Pridgen?

A. I wouldn't know that. I mean.

Q. Did she ever tell you she gave him any money?

A. She told me that dad wanted Joe to drive him to New York, because I told my -- this is when my father was on a -- sounds like a song from the '80s, get me a jet plane and take me to New York, and this is when he was all hot and bothered about going to New York and getting that treatment and...

Q. This is what year are we talking about?

A. Oh, God. 2006. And I had spoken to a friend of his, Lloyd Old at Memorial Sloan-Kettering, and he had recommended Burke Rehabilitation Center.
Q. What -- what year are we talking about?
A. I think it's 2006. Oh, God. Somebody's turned back the air. Who is it? Confess.
Q. Your lawyer.
MR. KEFALOS: I shut it off.
MR. HOOD: He probably hit the wrong button, but I hadn't touched it.
THE WITNESS: Well, Bobby, you're in control of your office. So I'm going to ask you to turn off that AC.
MR. HOOD: Yes, ma'am. I'll be happy to turn it off.
THE WITNESS: Your're freezing me out of here. It's a soft torture.
MR. HOOD: Let the record reflect I'm turning it off.
(Discussion off the record.)
BY MR. HOOD:
Q. Okay. So what year was it?

A. I think it was 2006, maybe early 2007.
Q. Okay.
A. And I have no knowledge of it other than my father was saying this. We said, look, you can't hire jets. You need nursing attendants, you know. And I said there are legal issues involved. You've just got to, you know, do something a little bit -- you've got to express what you want and make it happen because you cannot involve people in this.
Q. Did you have a joint account with Pam?
A. No.
Q. Have you ever had a joint account with Pam?
A. No.
Q. And the proceeds from Pam's house in Atlanta, do you know what bank those proceeds went into?
A. No.
Q. This is in '05 or '06?
A. Pam's house? Her first house?
Q. Right.
A. In -- in the Atlanta area, I have no idea.
Q. Did she have another house in the

Atlanta area?
A. Later she had a house in Commingsville, Georgia, which is north of Atlanta.
Q. Okay.
A. After she --
Q. Did she sell that one too?
A. Yes, she did.
Q. And where did the money from that house go?
A. It wasn't much money. She lost loads of money on that house. It was when the crash was there. And the reason she sold it is that they told her she had probably less than a year to live and she wanted to go up and be around her children.
Q. Okay.
A. I packed her and --
Q. So has Pam ever given you a check?
A. No.
Q. Or any of your offspring or anybody that you know of? Any -- did you ever see her write a check to anybody for anything?
A. Did she write a check for anything? Well, when she was leaving Atlanta she wrote a check to a cleaning service because she was too

weak to clean up the house.
Q. Okay. And what -- do you know what bank the account -- the check was on?
A. I have no idea. And I paid her electricity bill because she didn't have any money.
Q. Because of her sickness or not having any money, have you helped reconcile any of her monthly banking statements?
A. No. No. Pam -- Pam --
Q. Do you know where they are?
A. No.
Q. And where would she normally keep her financial records?
A. I don't know.
Q. Where -- where does she physically live?
A. She lives in Germantown, Maryland.
Q. Okay. And she has a house there? An apartment or what?
A. Yes, she has an apartment.
Q. And in that apartment does she have a file cabinet?
A. I don't know if she has a file cabinet. She has a little desk.

Q. Okay. Does she have an accountant?
A. I don't believe so. I believe she prepares her own.
Q. Who does tax returns and has for the last --
A. I think she does her own taxes.
Q. -- for the last ten years?
A. I don't ask her these questions.
Q. Okay. What did you do with the $40,000 you received from your mother's estate?
A. The $40,000 I received from my mother's estate on what date and from what source?
Q. Something street?
A. Huger Street?
Q. Yeah.
A. There was a $60,000 final payment from the sale of Atlanta. I think it was $60,000 in '06, which probably would have been the source of repay. I think it was in March. I think that was where I was able to pay Gill back. I paid off bills. I -- what did I do with it? Just paid off bills.
Q. Okay. Did you give any to Pam?
A. I don't remember.
Q. Have you ever given Pam any money

directly deposited to a bank account or wire transfer, written a check to a bank --
A. Pam has lent me small amounts of money, and I have repaid small amounts of money.
Q. And when you repay is it just -- is the check made out to her or to a bank?
A. To her.
Q. And when you get the check back --
A. I -- I just do.
Q. -- after it clears --
A. -- I do Bank of America instant banking where you just -- I don't get checks back.
Q. Okay.
A. I am paying for her daughter to take care of her now, but I am paying that money directly to Ashley.
Q. Okay. And you pay her $100 a week?
A. No. I pay her $3500 a month.
Q. A month?
A. Yes.
Q. Okay. Maybe I forgot that this morning. You were paying somebody $100 a week I thought. But anyway, her daughter is getting $3500 a month?
A. Well, her daughter quit her job to

take care of her mother.
Q. Okay. So --
A. And to organize the nursing service and to organize all of her medical care.
Q. What is she doing?
A. Have you --
Q. The daughter?
A. Yes. Have you ever taken care of anybody who is dying?
Q. No, I'm not talking about what she's doing now. What job was she doing before she started taking care of her?
A. She was a senior account executive at a large PR firm somewhere in Virginia.
Q. Okay. So you're paying her comparable to what she was making?
A. Not quite. I -- I said what's the minimum you can live on.
Q. Okay. And what's the source of your money to pay her?
A. I got -- I have saved some money from moving out of the -- my old apartment and I've saved it up, and that's what I'm using. I mean, I told her my limit was ten. I never thought she'd -- I wasn't even expecting that she'd live through

December, but I'll do what I can.
Q. Let me ask you something that concerns me about this case. We wanted to mediate this case, and I our request to mediate fell on deaf ears. Do you want to mediate this case or not?
A. I thought we met in good faith August a year ago and that we had gotten pretty far along, and then my understanding was that y'all kind of walked out the door. And maybe I misunderstood your intentions, but I'm happy to mediate if there's a reasonable compromise that makes economic and ethical sense to everybody involved.
Q. Okay. And you're open minded to doing that then?
A. As long as the result is something that I think involves a -- that fulfills my responsibility to my mother's heirs through her estate, yes.
MR. HOOD: It's 5:15. I can go until we all drop tonight, or we can just reconvene another day. And I mean, you know, this is just another case here. There's no reason for everybody to be miserable.
MR. KEFALOS: I'd prefer stopping now,

but I say that with the understanding that I don't want this thing to go on indefinitely.

MR. HOOD: It won't go on indefinitely. I mean, I've just got valid questions that need to be covered. That's all.

MR. KEFALOS: Sure. You began this by saying we're going to be here for days until it's done.

MR. HOOD: Yeah. I think we can do it in another day. Another day probably. I can't guarantee that, but I think so. I mean, she's -- she's very responsive and it's been -- it hasn't been a lot of just beating around the bush here. We're getting answers to questionings.

THE WITNESS: I'd -- I'd like to make a point. My sister is very ill. I spend at least half of my time down there.

BY MR. HOOD:

Q. Down where?

A. In -- in Germantown, Maryland. I've been there --

Q. Where is Germantown? Near Philly? Pittsburgh?

A. No. It's north -- it's north of D.C.

Q. Oh, I went there.

MR. KEFALOS: Yeah, you were there.

MR. HOOD: Oh, it's gorgeous. Let me tell you about my trip to Germantown. I got up at 4:30.

THE WITNESS: It wasn't any more fun than mine.

MR. HOOD: Right. Got home about 9:30 or 10:00 o'clock. Never saw a single witness. Now, I'm a lawyer that likes to see witnesses. It was miserable.

THE WITNESS: Have you got any idea the condition that my sister is in?

MR. HOOD: None. We were not told. We wouldn't have gone.

THE WITNESS: She had double pneumonia. She has barely been able to speak.

MR. HOOD: We would have said standing down, we're fine. We would never do that to any witness.

THE WITNESS: Well, she was as sick as a dog.

MR. HOOD: Okay.

THE WITNESS: And I was there. And I drove her to the hospital the night before because she was so determined to get it done and then she

couldn't breathe, and when you can't breathe I say get --

MR. HOOD: We understand totally.

THE WITNESS: -- get your ass to the hospital, and that's what I did.

MR. HOOD: We have seen and had friends who have had awful cancer. It's a horrible disease, and we don't belittle that at all. We will be very nice to your sister, like we did with you. But we've got a job to do here, and it's for your father that we're doing the job.

So if it's the wish of the crowd, then we'll reconvene at a mutually convenient date within the next two or three years.

THE WITNESS: No, I'm just saying that my sis --

MR. HOOD: We understand, and it's great that you're able to help her.

THE WITNESS: I'm going to be down there.

MR. HOOD: Why don't we shut off the video. And on the record we're agreeing to adjourn the deposition, and we'll reconvene at a mutually convenient date. We understand the witness is -- her obligation is first to her

sister and we respect that. So we'll work around it.

MR. KEFALOS: As far as the reconvention, convening of the thing goes, I agree that you might have some more questions that you might ask that you haven't already asked six or seven times, but I want to put some limits on it, and I reserve the right to ask the Court to put some limits on it.

You have been very nice to the witness today. You have not been offensive or cruel or provocative, but you have asked a lot of questions the same time. I was making -- many times. I was making notes of how many times you asked them. If we started up again we can't go over any of the stuff that you have already covered, and you have got to agree to ask a question once or twice, maybe three times, but no more than that.

MR. HOOD: You know, I just sort of move with the answer. I don't really pay attention to how many times I ask a question, but certainly a judge will let me ask the same question 30 times if I want to.

THE WITNESS: Do you really need to know where my daughter's boyfriend works? I

mean...

MR. HOOD: We'll agree to reconvene at a mutually agreeable time.

MR. KEFALOS: Yes. Subject to -- I may ask for a protective order on how long it's going to go.

MR. HOOD: Well, I mean --

MR. KEFALOS: Of course, I have a right to do that anyway, but I just want to alert you to that now.

MR. HOOD: Of course you have a right to do that. That's fine. Whatever you want to do you can do. I do think in state court that's a waste of everybody's money and time.

MR. KEFALOS: All right. That's good. Thank you.

MR. HOOD: So we agree to adjourn. We'll reconvene at a mutually convenient date.

(The deposition was adjourned at 5:16 PM.)

SIGNATURE OF DEPONENT

DEPONENT: ELIZABETH E. MURRAY
DEPOSITION DATE: December 9, 2014
REPORTER: ROXANNE M. EASTERWOOD, RPR
CASE CAPTION: IN RE: THE ESTATE OF WILLIAM EDWARDS MURRAY

(Please return both Signature of Deponent pages)

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

PAGE	LINE	CHANGE	REASON

SIGNATURE OF DEPONENT (CONTINUED)

DEPOSITION DATE: December 9, 2014
REPORTER: ROXANNE M. EASTERWOOD, RPR
CASE CAPTION: IN RE: THE ESTATE OF WILLIAM EDWARDS MURRAY

PAGE	LINE	CHANGE	REASON

_____ _____
WITNESS DATE

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

_____
Roxanne M. Easterwood, RPR
My Commission expires
February 1, 2015

CERTIFICATE OF REPORTER

I, Roxanne M. Easterwood, Registered Professional Reporter and Notary Public for the State of South Carolina at Large, do hereby certify that the foregoing transcript, pages 1 through 337, is a true, accurate, and complete record.

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

Witness my hand, I have hereunto affixed my official seal this 9th day of December 2014 at Charleston, Charleston County, South Carolina.

_____
Roxanne M. Easterwood, RPR
My Commission expires
February 1, 2015

INDEX

	Page	Line
STIPULATION	4	1
ELIZABETH E. MURRAY	4	22
EXAMINATION BY MR. HOOD	4	24
SIGNATURE OF DEPONENT	334	1
CERTIFICATE OF REPORTER	336	1

REQUESTED INFORMATION INDEX

	Page	Line
Bruce Pettig's Employer Name	14	22
Diary/Log of Trips to Charleston	239	25

EXHIBITS

(No Exhibits Proffered)

STATE OF SOUTH CAROLINA
IN THE PROBATE COURT
COUNTY OF CHARLESTON

IN RE: IN THE ESTATE OF CASE NO.

WILLIAM EDWARDS MURRAY, 2007-ES-10-1116

Deceased.

VIDEOTAPED
DEPOSITION OF: ELIZABETH E. MURRAY

DATE: March 25, 2015

TIME: 10:13 AM

LOCATION: Hood Law Firm
172 Meeting Street
Charleston, SC

TAKEN BY: Counsel for the Estate

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

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

(INDEX AT REAR OF TRANSCRIPT)

STIPULATION

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

* * * * * * * * * * * * * * *

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

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

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

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

Counsel present today, please introduce yourselves for the record.

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

ELIZABETH E. MURRAY
being first duly sworn, testified as follows:

EXAMINATION

BY MS. CRAIG:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

representative?

A. My father had told me that.

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

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

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

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

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

In prior years, he had had Walker

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

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

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

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

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

Q. Warm?

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

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

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

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

Q. Warm is the first name?

A. No, second name.

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

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

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

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

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

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

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

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

A. Well, with Brianna, who was --

Q. Anyone else?

A. -- a very full participant.

Q. Anyone else?

A. My sister Pam.

Q. Anyone else?

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

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

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

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

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

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

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

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

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

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

Q. Okay. Thank you very much.

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

A. Oil painting.

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

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

I kept getting moved around, and they

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

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

What was the value of that oil painting?

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

pinks and blues and --

Q. When did you buy this painting?

A. '82.

Q. 1982 is when you bought the painting?

A. Uh-huh.

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Yes, to the end of 2002.

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

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

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

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

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

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

Q. As the administrator, are you aware

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

A. Yes.

Q. And did you establish a trust?

A. No, I did not.

Q. Why not?

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

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

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

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

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

A. No, I did not.

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

A. No, I have not.

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

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

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

A. Maybe '78.

Q. Thank you. Please continue.

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

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

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

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

Oh, I'm sorry. Bad habit.

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

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

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

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

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

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

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

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

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

A. Not the entire estate.

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

A. Sorry.

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

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

A. Only partially.

Q. How do you partially liquidate an estate?

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

Q. What was left in the estate after 1992?

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

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

Q. How much was that asset?

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

Q. I would. Thank you.

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

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

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

A. That is an estimation only.

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

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

Q. What is his name?

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

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

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

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

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

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

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

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

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

By the way, I am very cold in here.

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

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

Q. We want you to be comfortable.

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

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

A. 2006.

Q. Okay. Thank you.

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

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

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

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

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

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

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

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

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

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

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

Q. Can you give me an estimate?

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

Q. Okay. When was that liquidated?

A. Probably in '93.

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

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

(A recess transpired.)

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

BY MS. CRAIG:

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

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

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

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

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

A. I don't recall.

Q. How could we find that information out?

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

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

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

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

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

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

A. Yeah. Sure. I'm sorry.

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

A. That is correct.

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

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

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

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

Q. It's called Minnie Holmes Realty?

A. Yes.

Q. Okay. When was that entity created?

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

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

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

A. Yes.

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

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

Q. Where does she practice?

A. In Katonah, New York.

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

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

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

A. No.

Q. Are you going to close the --

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

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

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

A. Yes.

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

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

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

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

Q. In 2007, did you submit --

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

A. Uh-huh, sure.

Q. Who is Gail Margolies Reid?

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

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

A. In New York.

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

Did I read that correctly?

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

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

A. That is correct.

Q. And do you recall receiving it?

A. Yes, I do, actually.

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

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

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

Q. So you dispute the content of --

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

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

A. It's a polite legal fiction.

Q. Is that -- that is --

A. I can't agree or not agree.

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

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

Q. Yes, ma'am.

A. Thank you.

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

A. Thank you.

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

BY MS. CRAIG:

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

A. Right.

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

A. Uh-huh, uh-huh.

Q. And you just have to say yes --

A. Yes.

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

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

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

A. Yes.

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

A. My attorney and I did together.

Q. And who is that attorney?

A. Valerie Wolfman.

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

A. That is correct.

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

A. That is correct.

Q. The notary signature, do you recognize that?

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

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

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

A. Uh-huh.

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

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

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

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

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

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

A. There certainly was not a place for it.

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

A. No, no, absolutely not.

Q. Thank you.

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

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

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

A. That sounds right.

Q. And then flipping to Page 11, under

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

A. Okay. And contingent interests.

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

A. Interests subject to life estates and prospective inheritances.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. After he had done this lower whatever.

Q. But he appeared agitated?

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

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

A. Agitated.

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

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

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

A. Yes.

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

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

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

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

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

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

seat, and Sonny was in the back seat?

A. I believe that is so, yes.

Q. Was anyone else in the car?

A. No.

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

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

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

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

Q. Did you think it was strange that you

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

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

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

A. No.

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

A. I had heard about it.

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

A. Yes, yes.

Q. And you knew about Courtney before?

A. Yes.

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

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

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

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

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

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

A. No, no.

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

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

insanely jealous.

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

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

Q. Did Sonny go into her house?

A. Oh, absolutely, went into her kitchen.

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

A. That is correct.

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

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

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

A. He wanted to sign a new healthcare

proxy.

Q. Who told you that?

A. My father.

Q. Did he say anything else?

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

Q. When did that happen?

A. After we had lunch one day.

Q. Approximate date?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. No, no, no, no.

Q. Do you have a good relationship with her?

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

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

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

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

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

A. You have been very polite.

Q. Thank you.

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

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

Q. The full name is Alta Brockington?

A. Yes.

Q. And she's still in New York?

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

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

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

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

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

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

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

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

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

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

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

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

A. No.

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

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

Q. Where was she?

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

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

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

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

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

A. No. I saw the empty bottle.

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

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

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

in the living room?

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

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

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

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

A. Yes, he did.

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

A. Oh, absolutely not.

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

A. Absolutely not.

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

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

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

A. Yes.

Q. Who drove?

A. I did.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BY MS. CRAIG:

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

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

A. Absolutely.

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

A. No.

Q. Who are the witnesses to that document?

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

Q. Whose signature is first?

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

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

A. No, I did not witness it.

Q. Then why did you sign it?

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

Q. You have no idea when you signed it?

A. I really have no recollection of that.

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

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

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

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

Q. But is that your signature?

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

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

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

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

A. Yes, it is my signature.

Q. And that's on Flavin 15.

A. Yeah.

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

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

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

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

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

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

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

Q. But you did not?

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

Q. You had no documents?

A. No. I had no documents.

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

A. Home.

Q. Where did --

A. 737 Park Avenue at that time.

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

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

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

A. Never saw it.

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

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

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

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

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

Q. Well, can we use the word paramour?

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

Q. And where did you get that information?

A. From both of them.

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

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

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

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

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

A. No.

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

A. My father --

Q. I mean, do you find that strange?

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

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

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

A. No, huh-uh.

Q. Did you ever discuss these documents

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

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

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

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

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

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

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

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

Q. Right.

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

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

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

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

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

A. If she pursued that claim.

Q. And you were helping to make that determination?

A. At my father's request, yes.

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

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

Q. To whom did he make that request?

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

Q. To anybody else?

A. Pam was there as well.

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

A. Or on the way there. I don't remember. I would have to read it more carefully. It's been some time.

Q. Now, you're aware, I think you just testified, to the $25,000 donation that Mr. Murray made to Dana?

A. CollMED. I remember it, because I was a trustee of the Samuel Freeman Trust, and I wondered what the hell it was.

Q. So Mr. Murray, when he was alive, made a $25,000 donation to Dana Flavin's foundation?

A. That is correct, which is a medical alternative cancer research foundation.

Q. Have you ever donated any money to that foundation?

A. Not a penny.

Q. Have you promised to make any donation to that foundation in the future?

A. Absolutely never.

Q. Have you ever loaned any money or donated any money to Dana Flavin?

A. I have never donated any money. I loaned her a thousand dollars for two days while she waited for a check to clear so that she could pay the movers for her stuff that was in a pod

going to Germany.

Q. You loaned her that thousand dollars when?

A. Oh, God, probably summer of 2011. And, I mean, I loaned -- I gave her cash. She gave me back cash. There's no record of it.

Q. Have you given any money to Ms. Flavin's daughter Courtney?

A. No.

Q. Do you keep in touch with Courtney?

A. No. In fact, her email change was Lady Amy at one point, and I don't know what it is now.

Q. Is it fair to say that after the initial meeting with Ms. Flavin on February 10th, 2006, that you became quite friendly with her?

A. Not by my definition.

Q. Well, there are lots of emails between you --

A. Yes.

Q. -- and Ms. Flavin. Is that correct?

A. That is correct.

Q. And a lot of emails --

A. She was very chatty with me. She liked me. She thought I was good for my father.

Whatever my father said to her at the time made her positively inclined towards -- she was crazy about my father, and I was his daughter.

Q. So the emails that you had between you and Ms. Flavin, are you saying that she was the one that was more friendly in the relationship than you were?

A. I would say so, yes.

I mean, she sends me a card for St. Patrick's Day. I'll get a Memorial Day card. I'll get a Fourth of July card. I'll get, you know, Labor Day card. I mean, you know, she sends cards. She sends me information. Half the time, she sends me medical bulletins. I have no idea what half of them are. And she sends me those cards that open up with the flowers, and I hate them, so, you know, it's -- I forget what they're called.

Q. Did you receive a St. Patrick's Day card from Ms. Flavin this year?

A. Yes, I did.

Q. How about a Valentine's card? Do you get a Valentine's Day card too?

A. I don't know if I got a -- whatever it is, it would have been on your -- whatever I sent

you. I mean, I cannot -- what are those cards called? Jacquie Lawson, that's them. Old people send them, and other people send them too, and I hate them, and I'm deluged by them.

Q. After February 10th, 2006, for the remainder of that year, would you speak with Dana Flavin on the telephone or --

A. Well, she was in Germany a lot, so, you know, I wasn't calling Germany.

Q. You communicated with her via email?

A. If she sent me an email, I responded. For some reason, she thought I would have great advice, because I was having problems with my landlord in New York, because they were selling the building. She thought I had all this knowledge about landlords and leases, which I don't, and a situation of rent control lease in New York is very different from leasing a house in Greenwich, Connecticut.

Q. In the fall of 2006, did you report to authorities that your father was self-dealing with regard to the Freeman Trust?

A. No, I did not.

Q. It's your testimony here today that you did not go and report your father about any

alleged self-dealing to anybody?

A. I never --

Q. Hold on. Let me finish, ma'am. Is it your testimony --

MS. CRAIG: Actually, would you read it back so we could get it specifically?

(The Court Reporter read the question commencing on Page 114, Line 24.)

THE WITNESS: About my father's self-dealing?

BY MS. CRAIG:

Q. Yes, ma'am.

A. Absolutely not.

Q. You never met with any lawyers in the fall of 2006 and helped those authorities pursue litigation against your father?

A. I told them, quote-unquote, that I would not be party to any testimony about my father, that I had -- that my feeling was that if any errors had been made, it was subject to undue influence, that he was elderly, that he had lapses of judgment, particularly when he was vulnerable to influence, and that they could ask me any questions, but when it came to my father, I wasn't going to cooperate.

Q. To whom did you have that -- with whom did you have that conversation?

A. Jonathan Sack.

Q. Jonathan Sack?

A. Yes.

Q. And when did that conversation take place?

A. My first interaction with him.

And I also said the same to Linda Franciscovich, who was the account officer at the Samuel Freeman Trust.

Q. When was the conversation with Jonathan Sack?

A. Probably in the fall of 2006.

Q. Did Mr. Sack initiate contact with you or --

A. May have been earlier. I don't know.

Q. Did Mr. Sack initiate contact, or did you initiate the contact?

A. His office initiated the contact in March or April of 2006, and the conversation was actually about some very innocuous contributions -- I'm sorry, I was twirling -- that were made to an antique show at the armory, a donation to a girl's school down here, which I'm

blanking out. What's the famous girl's school? Can somebody help me here, for the social --

Q. Just whatever you can recall, ma'am. If you can't remember, it's fine.

A. And then there was one other donation -- I can't remember it at the moment -- and then there were questions about why I had not signed something about Black River Trust, or Railroad, and why I had not signed certain charitable bequests that my signature was missing.

Q. Was your -- was the testimony that you gave in that matter, was your testimony used to pursue litigation against your father?

A. I didn't give them much, or anything that I was aware of, concerning my father. Their questions were actually primarily focused on Hilton, and as the -- as it spread into more questions, it had a lot to do with Spoleto, East West, some Coral Reef Society, trips that were made, some of which I knew about, some of which I didn't.

Q. How many meetings did you have with Mr. Sack or Ms. Francesca (sic)?

A. Just one with her when she originally called me down and wanted me to sign Black Rock

Railroad documents and asked me some questions.

Q. And how about Mr. Sack?

A. And she said that -- she said that US Trust was being bought out by Merrill Lynch/Bank America, or something like that, or Bank of America, and then it became Merrill Lynch, I don't know, and that they -- all of their trusts were being scrutinized, and she asked about a lot of different things, and I said that there were many things that I was not privy to, that there was a level of discomfort. I was being asked to sign things without any backup, and that some things I wouldn't sign without the backup.

Q. How many meetings with Mr. Sack?

A. Maybe two.

Q. Did you provide any documents to Mr. Sack or Ms. Francesca?

A. Documents. There was only one document. I think it was faxed to me in error. There was several times things were faxed to me from Hilton's office that I think were misfaxed, and one was a request for the same amount of a donation from the Donaldson Foundation, which was mirrored as Samuel Freeman Trust donation, but they were different in that one was done in the

last week of one quarter, and the other was in the first quarter.

And the other was a list of Spoleto auction items that were jewelry that I believe Catherine had signed for, and I'm sure it was not meant to be. It was attached to a request for donations from the donation to the -- from the Samuel Freeman to Spoleto in a similar, but not exact, amount.

Q. So you actually gave two documents to either Mr. Sack or Ms. Francesca?

A. Yes.

Q. Okay. The first document you reference is a request for the same amount of donation from the Donaldson Trust. What document was that? Who authored it?

A. I believe it had something to do with Spoleto or East West. I don't recall. There was this confluence of events where East West was having a big thing. It was during Spoleto. There were parties at Hilton and Catherine's house, and the papers were flying and --

Q. But who was the author of that record, of that document you just -- you said it was a request for the same amount of donation from the

Donaldson Trust. Who was the author of that?

A. My memory would have been Hilton, but it could have been my father.

Q. Do you still have that document?

A. No.

Q. The second document, which is the list of Spoleto auction items that was jewelry, that was a list of jewelry that was assembled by whom?

A. I guess it was a bill from Spoleto, and there was some note that this had to be paid, and there was a request for funds from Samuel Freeman Trust to pay in a similar amount, but designated as general purpose funds.

Q. And who made that request based on the documents?

A. Catherine was the one who signed for the items, which does not mean that she received them, but she was the one whose signature was on the request and then -- on the Spoleto auction, and I don't remember who requested it, but they were stuck together and faxed together, and I'm sure that was entirely not meant to be so.

Q. So you met with Mr. Sack on two occasions, Ms. Francesca on one occasion?

A. I don't remember where one was, but

I'm sure I met him twice.
Q. So you met with Mr. Sack on two occasions, Ms. Francesca on one occasion, and you provided two documents?
A. Franciscovich.
Q. Excuse me, Franciscovich.
A. Yes.
Q. And you provided two documents to them, correct?
A. That is correct. And I had never met Ms. Franciscovich before that.
Q. And you also gave a deposition in that matter, right?
A. You know, I don't know if it was legally a deposition. I believe there was a stenographer, but not a videographer. It was in a room with other lawyers. I was asked questions. I don't recall if I swore to tell the truth, but I tend to think I was, so I -- it was not stated a deposition, it was a finding of facts and something like that. It was in an office Midtown, slightly on the West Side, I assume the offices of Abramowitz, whatever, and Sacks. And I was asked so many questions about so many things -- it went on for hours -- some of them I had no knowledge

of. I was asked about all sorts of donations where I didn't know about them.
And I answered as truthfully as possible, but I told them right from the start that I would not be providing hearsay or suppositions or anything regarding my father, that I had no interest, and that I was going to respect that relationship as much as possible, and they were willing to accept that.
And in fact, the -- when we -- when the US Trust or whatever it was, Sacks, his office, Morvillo, wanted us to sign some documents saying that my father was incompetent, and we refused to do so. We said that he had, from time to time, impaired judgment and the effects of medication, and that we did not think that, given the amount of documents that you had to read, and he had macular -- what's it called? Please help me.
Q. Macular degeneration.
A. Degeneration, that I thought it was very difficult for him to independently read the documents necessary to allocate out a million or two a year and be fully responsible.
Q. At the sworn statement that you gave,

when was that?
A. I would say it was in the late fall of 2006.
Q. And were you under subpoena to give that statement, or did you do so voluntarily?
A. I don't remember.
Q. When did Mr. Murray remove you as a trustee of the Samuel Freeman Trust?
A. Right after Hilton and he received the papers from basically freezing the trust -- I believe that's what they did -- and saying that it was open to further examination, and everybody got grilled. I got grilled. Pam got grilled. Hilton got grilled. My father got grilled.
Q. But the statement that you said that you gave in the fall of 2006, was that before or after you'd been removed as trustee of the Samuel Freeman Trust?
A. It was before.
Q. You mentioned in your first deposition that you would have a Christmas lunch with your father in December?
A. Yes.
Q. Do you remember that testimony?
A. It did not -- it did not happen that

year.
Q. It did not happen in December 2006?
A. No. All of a sudden, Pam came up for cancer thing, and she was not allowed entry. My records had been disappeared. Brianna had my records, and she locked them up and took a suitcase and my boots and some tools of mine over there, and everything was locked up, and so all my records of The Inn at Quogue debt were removed from my access, and as a result, with my divorce, I had no records to prove that the $2,000 a month was in repayment, because all the records were gone.
Q. Were you upset when your father removed you as trustee of the Samuel Freeman Trust?
A. Yes, but he actually did it very inefficiently. He didn't do it according to his own dictated -- he created the trust, and he didn't do it in a way that was effective, according to the instruments of the trust, which was interesting.
Q. Did you know that the reason why he had removed you as the trustee of the Samuel Freeman Trust is because he was upset about you

working with the lawyers in the litigation against them?
A. It is my legal obligation to fully --
Q. Ma'am, I'm just asking if you knew that.
A. I guess so. I mean, he seemed to think I had ratted him out, and I didn't.
Q. And you and your father had those conversations, correct?
A. No, no. I saw him the day he signed the papers. He was all warm and friendly. I was over there every day. I was in the middle of working on his apartment, and it was like bammo.
Q. But you knew he was upset because --
A. Yeah.
Q. -- you were working with the lawyers in the litigation against him?
A. I didn't know the litigation was so much against him. It was not presented in that fashion.
Q. But did you know your father was upset?
A. Yeah.
Q. And you did not have the Christmas lunch with him in 2006 like you had --

A. Exactly.
Q. -- for years previously?
A. That is correct. And in fact, we had a poinsettia sent him for Christmas, and somebody told us it was put in the trash. But he did call me at Christmas, clearly out of earshot.
MS. CRAIG: Let's mark this.
(DFT. EXH. 7, 12/15/06 Letter to Mr. Murray from Elizabeth Murray, Bates EEM3340, was marked for identification.)
BY MS. CRAIG:
Q. I'll show you what's marked as Defendant's 7. Did you draft this letter?
A. Yeah, yes, I did.
Q. What was the purpose of this letter?
A. To keep going with maintaining, every two years, I wrote my father this letter. It's what I had been instructed to do by both the accountant and by Hilton. I had no idea whether he had signed the other paper or not. I mean, you know, it was like there was a lot going on. I felt as though I had to get him this document to maintain my status.
I gave it to the concierge at the Savoy with the absolute instructions that it was

not to be given to anybody, including James -- I'm sorry, James -- but only to my father's hands, and I sent it to Pam, too, if she was able to see him, to give it to him.
Q. Did you send to it Catherine?
A. No.
Q. Now, are you saying that the document dated February 9, 2006, which is Defendant's Exhibit 3, that you weren't aware whether or not Mr. Murray signed it?
A. The February document?
Q. Yes, ma'am.
A. I've said that over and over again in this deposition.
Q. So when is it that you became aware that this document was signed?
A. Only when I remembered that he may have signed it and that maybe she knew what had happened to it. It wasn't even that easy to track her down. I didn't have her number.
Q. On this document, it says Elizabeth on the last page, which is Flavin 22. Is that your signature?
A. Yes. That was not a witness. That was a letter to my father with signing Elizabeth.

That was not a witness.
Q. And when did you sign this document? And this is Defendant's No. 3.
A. Prior to reading it to my father in the restaurant.
Q. So you did not --
A. The same way you would sign a letter to somebody, type your name, and do your signature above it.
Q. So in Flavin 22, you are not claiming to be a witness to Mr. Murray's signature by having your signature on this document?
A. No. I was there when he signed this one, but not this one.
Q. And you're referring to the signature -- you were not present for the signature which says William E. Murray and has a line underneath it?
A. That is correct. I was in the next room. And it was not there when I got there, and according to Dana, it was there when I left, but I was unaware of it. And she was not told to tell me about it. She was told to keep it in safekeeping. It's like the healthcare proxy I was told to keep in House Beautiful under my computer,

you know, and then he destroyed it. He didn't destroy it. He told me to get rid of it. He had signed it, and I got rid of it.

Q. So why would you create two similar letters in the year 2006?

A. Well, the healthcare proxy, he was hot to do something. He wanted some --

Q. I'm not talking about the healthcare proxy. I'm talking about the February 9th, 2006, letter, which is marked as Defendant's 3.

A. Because it was getting very hairy in my divorce, and he was claiming that the money coming in from my mother's estate and that had come in through my father was marital property, and I needed my father to affirm that money he had paid into my mother's estate that came in through me into the household budget was from my mother's estate.

Q. But Defendant's Exhibit 7, this document wasn't used to show what were marital and nonmarital assets in your divorce?

A. No. That was the thing I sent every year since 1992, and the first example of it was actually typed in Hilton's office, and he told me to do it every two years to affirm my claim.

Q. Did you submit the Defendant's 7 to anyone related to your divorce to help you with problems you were having with your ex-husband?

A. I sent a copy of it to Pam, and I don't know -- no, I didn't give it to my attorney, my divorce attorney. I don't think it really had that much to do with my divorce. It had to do with my position as the administrator, or executrix, of my mother's estate.

Q. But the reason why you did two such letters in 2006 was because in February, your father was trying to help you in differentiating the marital versus the nonmarital assets?

A. That is correct.

Q. Okay. And then this document, which is No. 7, it says at the bottom: Delivered to concierge --

A. Concierge in envelope for William E. Murray, private, and I had a real sit-down, and I said: This document must not be seen by anybody except my father.

Q. You did not give it to your father because you didn't see him in December?

A. My father was in Charleston.

Q. If you could just answer my question.

You did not give this letter, which is marked as Defendant's 7, to your father?

A. No. I sent it -- I delivered it to his corporate address.

Q. So I understand that the relationship between your father was strained because of the US Trust litigation and his removal of you as trustee from the Freeman Trust?

A. Yes.

Q. At what point in 2007 did you begin communicating with your father again?

A. My father began communicating with me.

Q. When was that?

A. Late March/early -- I believe it was late March, and I got there the very beginning of April. He had called me at Christmas, and he sounded very garbled, and it really made me sad because he said: I wanted to call you, and he said: Happy Easter, and it was Christmas, and it just made me terribly sad. And he said: I love you, and we'll work this out. And this was a message on my answering machine. I don't know whose phone it was called from. It was on my telephone answering machine.

I tried to get them to translate it at

the local -- where you get your cell phones. It was a local shop called the Wireless Cafe. They couldn't -- it was so garbled, you know, it just didn't even translate, and the guy said it's just not translating.

Q. After that message in December of 2006, the next time you spoke with your father, you said, was in March of --

A. Yes.

Q. -- 2007 or early April?

A. No. He called me in late March, and he said, as best as I recall -- I will try to tell you what he said to me. He said: Elizabeth, I've been considering everything, he said, without anybody around me. I just spent four or five hours sitting by myself looking out over the river and thinking about everything. I'm being probably slightly more articulate than my father was able to be. He said: I think I've got everything worked out. I want you to come down here as quickly as possible. I think he said as fast as possible. And he said: I'll have James reimburse you for your airfare, and I want to work things out with you, because I think I've made a mistake.

Q. Did you come down to Charleston?

A. Within two days, I believe. And my sister said she had received a similar phone call.
Q. So you came down --
A. Pam, in Charleston, had said he wanted to see her.
Q. So you came down to Charleston. Did James reimburse you for your expenses?
A. Yes, he did.
Q. And how long did you stay in Charleston?
A. I believe ten days.
Q. Where did you stay?
A. At my father's apartment.
Q. With Ms. Flynn?
A. Yes.
Q. At the end of ten days, you headed home?
A. Yes, I did.
Q. And when's the next time you came to Charleston?
A. About maybe three weeks later after my return home. I'm not dead certain. There was a lot going on. I was going through a divorce. My daughter was ill. We were going through college admittance. The divorce was pretty nonamiable.

Q. When you came down the second time in 2007, were those expenses reimbursed?
A. Yes. I think I came down by train the second time, because he wanted me to continue working on what he referred to as my house, which was on Brianna Lane, 1365, I think, and he wanted me to continue working, and he wanted to affirm, and he wanted to work out the Quogue debt, and I brought down my books and records.
The first visit down, he had instructed Mercedes to -- his housekeeper, to unlock the closet that they were stored in and to give me everything that I could identify as mine. He contacted Theresa Fontana and told her to return my possessions in the locked closet. He made lots of calls.
Q. Were you present for those calls?
A. Yes, I was.
Q. Who is Mercedes?
A. Mercedes Esquadillo, I believe, is a cleaning lady, and she would not do anything until she spoke to my father and he gave her instructions.
Q. Do you know where she is today?
A. I know somebody who -- for whom she works.
Q. Who is that?
A. Mary Ann Finnegan.
Q. After -- so the second visit to Charleston in 2007, was that in May? That's about three weeks.
A. Probably, and then my next visit was Father's Day.
Q. That's in June?
A. Uh-huh.
Q. All right. Then you headed back?
A. Then I headed back after maybe ten days.
Q. Did you stay at your father's house during the Father's Day visit?
A. Yes, I did.
Q. And were those expenses reimbursed?
A. I believe they were, yes.
Q. Then you went back to New York, and when did you come back to Charleston for the fourth visit in 2007?
A. Probably late July, and that was -- I had gotten some very strange phone calls from Helen Flynn which alarmed me, and she told me that my father was in hospice and had signed a DNR, and

my father had told me no way he would go into hospice, and that he wanted to go to New York, and that he had not signed a DNR. And indeed, he did not sign a DNR, and he did not sign the admittance papers to hospice. They were signed for him.
Q. So when you came back to Charleston for the fourth visit in 2007, were you here until your father passed away?
A. Yes, I was. And when I came down, before I came down, I contacted Ed Bennett, because my father told me I could trust Ed Bennett, and he knew and had the new will, so I shouldn't be afraid of him, and that I should trust him, because my father trusted him, and that I called his office to tell him I was distressed, that my father had called me before I came down and said to get down here, and it was very sad. He said: I want you to get me out of here. They're not feeding me. They're not letting me drink anything. They're signing papers, and I'm in a dark room. I want to get to New York where I have people who will protect me.
Q. Why would you make a telephone call to Mr. Murray's estate planning lawyer?
A. Because my father trusted Ed Bennett

and believed that he would protect him against what he felt was somebody acting, whether they thought it was in good faith or not, against his wishes. And he didn't want me to be in trouble, and I didn't want there to be any possible aspersion on my motives for coming down. I came down at my father's instructions.

Q. And where did you stay during that fourth visit?

A. I stayed with my sister Pam. But upon arriving, I found out that your office had issued an order -- some sort of an order that I was coming down to injure my father and that my picture had been posted at the front desk and that the healthcare staff had been alerted that my motive in coming was to injure my father, which it certainly was not; it was to assist my father in realizing his independent desire to seek the healthcare.

Whether it was reasonable or not, I believed that he had a perfect right to change his mind. Many people do as they reach the end. And he believed that he should get to New York, and he believed that he had medical connections there who would advise him in a disinterested fashion that

had no motivation, because he felt that the doctor down here was a little too tight, owing to substantial monies that had been advanced from the Samuel Freeman Trust. According to my father, $1,695,000 went to Kenneth Bergmann's group at Medical University, and he felt that it created undue influence from --

Q. He told you all this?

A. Oh, yes, he did.

Q. Hold on. Hold on. He told you all this in -- hold on -- July of 2007?

A. He told me a bit about it in June, that -- and he had told me that he didn't trust the medical establishment. He didn't knock Ken Bergmann. Is that his name, Dr. Kenneth Bergmann? He said that he did not feel that he was able to offer cutting-edge care and that his connections in New York would offer medical counsel that was possibly contrary and able --

My father did not want to die, at least according to him, and he had this feeling that I could hire a jet and get him to New York, and that's why I called his attorney. I didn't want anybody to suppose that I had done anything against my father's wishes or without fully

informing people that he trusted -- first of all, I didn't have the money to hire a jet, but my father truly believed I could save him. It was just -- it was very sad.

Q. When you called Edward Bennett's office, certainly, he, nor any of the attorneys, spoke with you, did they?

A. No.

Q. And you understand --

A. I left a message with his -- the receptionist. The gist of the phone call, that I was on my way, that my father had requested it, and that I had been requested to call his office so that I was not at risk. I mean, the last thing you're going to do when you're going to cause harm to somebody is to call their attorney and tell them you're coming down.

Q. You also called some lawyers to represent you, right?

A. I already had lawyers representing me.

Q. You did?

A. Yes.

Q. In July of 2007 with regard to your father's estate?

A. Yes, because I -- from what my father

had told me, I suspected that there were people that disagreed with one another so far as what my father wanted and what my father had expressed to me that he wanted, and I didn't want to do anything that was inappropriate from a legal sense.

Q. Did your father ever explain to you that there was an in terrorem clause with regard to his 2005 will?

A. No.

Q. Do you know what an in terrorem clause is?

A. Yes, yes, I do.

Q. And as you sit here today, it's your testimony that you did not have knowledge of the in terrorem clause until after you instituted these claims?

A. I had -- no. After I -- no. I instituted creditor claims, which are not covered by an in terrorem clause because they are not after the death, they are precedent debts.

Q. But my question --

A. And you know that.

Q. That's not my question. My question is: Did you find out about the existence of the

in terrorem clause after the filing of these claims or before the filing of these claims?
A. Before the filing of these claims. We had been given a copy of the will, and I was told that creditor claims were not subject to that.
Q. And who told you that?
A. My attorneys at the time, and Judge Curry actually said it in our meeting in her court office in -- whenever it was that everybody got together. She made a great point of saying that these were not subject to that clause because they were creditor claims of debts that were owed prior to his death.
Q. In 2006, did you file tax returns?
A. No, I did not.
Q. Why not?
A. I did not have enough income to file a tax return.
Q. So how did you account for the financial activities of the Elizabeth Style Setter business?
A. There was not enough profit.
Q. How much profit was there?
A. I was studying for the NCIDQ exam, and I was spending an enormous amount of time

renovating my father's apartment and spending an enormous amount of time at his apartment with him, at his request.
Q. So do you know how much the profits were for the Elizabeth Style Setter in 2006?
A. No, offhand, no. I submitted whatever was necessary to my accountant, and he said the IRS did not require that I file a return for that period.
Q. We've already marked as Defendant's Exhibit 1 -- I'm going to show you Page 7 of that document.
A. Oh, yes.
Q. Who drafted that document?
A. My father dictated it, and I typed it. What do you term drafting?
Q. Well, how did he dictate it?
A. We discussed the issues, I made bullet points of the issues, and I read it to him, he made corrections, I read him a second copy, he made corrections, and this was the final copy after three meetings.
Q. Let's start with the first meeting. When was the first meeting that you had with Mr. Murray?

A. June 19th.
Q. And were you physically present in Charleston on June 19th, 2007?
A. In his apartment.
Q. And it's your testimony that Mr. Murray dictated to you or told you what to type up? Is that right?
A. No. On June 19th, we discussed the issues.
Q. So you didn't type anything up?
A. I don't believe so, or if I did, it would have been after -- it would have been some sort of a format, but not certainly in this form.
Q. Who was present when you and Mr. Murray were discussing the issues in the June 21st, 2007, letter?
A. Present in the room?
Q. Yes, ma'am.
A. Just me and my father.
Q. Nobody else?
A. Well, Helen was at the door trying to listen, and Nyesha was instructed to get her the hell out of there.
Q. So no one else was a witness to this conversation on June 19th, 2007?

A. Actually, Nyesha came in a few times to make sure he had medicine.
Q. And Ms. Flynn?
A. Was -- she kept trying to say she needed stuff from her closet. My father rather rudely told her to get the hell out.
Q. So that was the first of three interactions with regard to this letter. The June 19th, 2007, was a discussion. What was the second interaction?
A. On the 20th, the next day.
Q. What happened on that day?
A. I gave him a rough draft of what we had discussed, and we fine-tuned it.
Q. Is that what you've typed up here --
A. No.
Q. -- which is --
A. No.
Q. -- marked as Defendant's 1?
A. That's on the 20th.
Q. Where is that draft?
A. Oh, God. I destroyed it when I typed it.
Q. You destroyed this document?
A. No. This is the document.

Q. No, ma'am.
A. I destroyed the notes, yes.
Q. You destroyed the notes and the document you --
A. Well, the notes had more notes on top and changes that he dictated. No, it was -- it was a rough copy.
Q. Okay. Those documents have been destroyed. Is that correct?
A. Yes. Yes. I have no idea where they are.
Q. The third interaction was when?
A. On the 21st. I think we went through a draft or two, and I think I actually went and typed this at my sister's house.
And most interesting, when my father died, your firm came in and seized the computer records from Helen's computer, and probably there might be a draft of this on there, and you might check that.
Q. So where did you draft -- you said you went to Pam's house?
A. I believe in the beginning, I was drafting the notes and/or parts of this discussion on the seized hard drive that should be in the

possession of your law firm. After that, for the final one, Helen just kept bopping in and trying to read what I was writing, so I think I went to my sister's.
Q. Okay. That's what I'm trying to find out. So the June 21st, 2007, letter, which is marked as Defendant's Exhibit 1, you typed this up at a computer located at your sister's house?
A. I believe I did. I cannot --
Q. And the sister is Pam, not Catherine, correct?
A. That is correct.
Q. So you typed this up. Then what did you do with the document after you typed it up?
A. I brought it back to my father, and we discussed it, and he said: I want to think about it. I'm going to have Pam read it to me. Because I was about to leave. I mean, I had to get out of there. And he said: I want to reflect upon it for a day or so. And I gave it to Pam, and twice he tried to sign it and was unable, once I believe in the presence of -- what's her name? A Russian woman. Oh, goodness, a Russian woman took him to the park.
Q. Were you present during the first time

he tried to sign the document?
A. No, no, no, no.
Q. Were you present at any time he tried to sign the document? That's really -- I just want to know what you actually witnessed, not what you're speculating.
A. No. I didn't witness him signing this document at all.
Q. So you drafted it, and you gave him --
A. I drafted it per his instructions.
Q. Yes, ma'am. So you drafted this document, and you gave it to Mr. Murray on June the 21st, 2007?
A. I read it to him; I didn't give it to him.
Q. Then where did the actual hard copy draft of this document go?
A. My sister.
Q. Pam?
A. I did not trust anything in that house not to disappear if it was not to the benefit --
Q. And that's your sister Pam?
A. Yes.
Q. It says: Agreed -- I'm on Page 3 now. It says: Agreed to in full Pages 1 through 3 as

initialed. Is that your signature?
A. On page one, two, three, yeah.
Q. Three, at the bottom.
A. Yes, and then I signed it and gave it to my sister.
Q. When did you give it to your sister?
A. Probably before I left that weekend. I was driving, I believe.
Q. And I think you testified already you did not witness any of the signatures, the signature or on this document --
A. Svetlana was the name of the woman, and he couldn't sign it. She took him in the park. He wanted to sign it. He just couldn't. He couldn't sign it.
Q. And I believe you testified previously that you did not see Mr. Murray sign this document?
A. No, I didn't.
Q. And you didn't see the witnesses sign the document?
A. No.
Q. Why didn't you date your signature?
A. Because there's a date at the top of the letter.

Q. So it's your testimony that you signed this document on the date of the letter, which was June 21st, 2007?
A. That's right. I read it to my father and was ready for him to sign it. He said he wanted to think about it. He wanted Pam to read it to him. I mean, he still had all of his marbles in many directions. I mean, he was always cautious and --
Q. Why did he -- I'm sorry. Go ahead.
A. And so I gave it to Pam.
Q. Did you read this document to Mr. Murray?
A. Absolutely.
Q. So you read it to him, and it's your testimony that you believe Pam read it to him?
A. Yes.
Q. Do you know Larry Bump?
A. He was Pam's boyfriend.
Q. Are you in touch with Larry?
A. I forward him jokes. I asked him about a lawn blower. I asked him about something about credit scores and how to get your credit scores, because I knew he was interested in that. And I kept him in touch with Pam's medical

prognosis. I let him know that -- when she went into hospice. I let him know when she died.
Q. Did he come to her funeral?
A. No.
Q. How frequently do you speak with Mr. Bump?
A. He called me recently and said did I subpoena him, and I said no. He said: Well, it must have been the Hood firm. And I said: Well, I think so, I said: But, you know, I'll let you know if it was our attorneys. And then after that, I sent him the notice of my sister's death.
Q. What conversations have you had with Mr. Bump about these claims that have been filed against Mr. Murray's estate?
A. He just said he would come up here. If they would pay for his time, he would come up here and tell you what he wrote in a deposition and that he would be willing to testify to it.
Q. Did you talk about the substance of what he was going to say?
A. No. I just said it was probably about this agreement.
Q. Have you given Mr. Bump presents from time to time?

A. I did send him a present for his birthday one year. I sent him $10 of McDonald's coupons, and it was a joke present because he and my sister always argued about how bad McDonald's food was for you, pursuant to our conversation.
Q. When was that?
A. A couple years back.
Q. A couple of years ago, like 2013?
A. Yeah, or '12. It's probably in the emails. I think he thanked me for it. It was -- it was a very nominal gift. I think I saw a picture with a car that he had always liked, you know, craved to have this car, and I enclosed $10 worth of coupons from McDonald's and said happy birthday. I think it came up on -- I don't even think he's on Facebook. I don't know how I found out it was his birthday, but it was just kind of an off-the-cuff thing.
Q. When did Pam and Larry Bump stop seeing each other?
A. As -- in about three to six months before she left Atlanta, or Cumming, Georgia, for Maryland.
Q. When was that?
A. 2011, maybe. You know, I moved her,

and it was just -- it's all a big blur. She was so sick. I was down there. She wasn't getting along with Larry. Her children wanted her to move near them, and she made the decision to do so.
Q. So after Pam and Larry Bump stopped seeing each other in 2011, you continued to stay in touch with him?
A. Certainly not close touch. Pam had had a rather rancorous leaving. He was really acting out. But I stayed in nominal touch. I liked Larry well enough. I mean, you know, he was from a very different background. He was a little rough around the edges, but I thought his intentions were good, if not his performance. And I felt for him because I think he was in love with my sister and probably didn't know how much he got on his nerves -- her nerves. He had dogs that yapped all the time and drove her nuts.
Q. Did you or did you not continue to keep in touch with Larry Bump after he stopped seeing your sister Pam in 2011?
A. Yes, infrequently.
Q. What conversations did you have with Joe Pridgen the summer of 2007, if any?
A. George (sic) Pridgen showed up at

Pam's house one day and said that there had been some trumped-up charges against him after my father's fall, and that he had been in jail, and he gave this long sob story, and that he and his wife had separated, and he had his child, and his mother-in-law was taking care of the child. And I noted to him that for being in prison, he certainly had a fine tan. They must have had a nice prison yard exercise. It was in August. I mean, it just didn't hang together.

Q. August of what year?

A. 2007.

Q. Okay. I wanted to make sure.

A. It was late August.

Q. So in August of 2007, were you at Pam's house when Mr. Pridgen came to the house?

A. Yes.

Q. So you saw him?

A. He just showed up, yeah.

Q. And he said that he had been --

A. In prison.

Q. -- in prison?

A. Or jail.

Q. What was the purpose of the visit?

A. I'm not quite sure.

Q. Was Mr. Pridgen still working as a healthcare provider at that time?

A. Well, he was in jail, according to him.

Q. But wasn't he providing care to Mr. Murray in the summer of 2007?

A. I think he was dismissed after my father fell. My father did fall fairly frequently, but --

Q. Do you know whether or not any money was given to Mr. Pridgen as severance after he was dismissed as a provider for Mr. Murray?

A. I have no idea. I think he claimed nothing, but I don't distinctly remember that. My impression was not.

Q. Did you ever give Mr. Pridgen any money?

A. No. He asked me for money.

Q. How much did he ask you for?

A. No specific amount, something to tide him over.

Q. Do you know of anyone that gave Mr. Pridgen money?

A. My father wanted Pam to give Mr. Pridgen money.

Q. And did Pam do that?

A. I'm not certain, but I know she felt that Joe owed her an explanation. My father wanted Joe to buy an ambulance to transport him to New York if we couldn't get him in a jet. My father had these great plans of escaping and somehow getting some miracle treatment that would restore his health.

I did tell him I thought it was a little late in the game, that perhaps when he had pursued it at the time of this, you know, February '06, but he seemed defeated, but angry, and he was angry about the DNR, he was angry about hospice, and he said that -- and I hate to say this, because it may have been said in a feeling of despondency, that Hilton had thrown him under the bus and that he had to get out of there.

Q. Are you aware whether Pam or anyone gave Mr. Pridgen money?

A. I have no actual knowledge of any money.

Q. Do you have any knowledge that Mr. --

A. I know that my father wanted her to give him money to buy an ambulance to transport him to New York.

Q. And that certainly never happened, correct?

A. No.

Q. Did Mr. Pridgen say that he was in physical danger in Charleston?

A. Mr. Pridgen was in physical danger?

Q. Yes, ma'am.

A. No, not that I have any recollection of. I mean, could he have said it? I would have blown it off, I mean.

Q. So the only time that you saw Mr. Pridgen in summer of 2000 (sic) was in August when he came to your sister Pam's house?

A. No. I saw him at one other time. He wanted to meet me at some waffle place and talk about things, and he wanted to know if he could park an RV in my driveway in New York and run a repair business. I mean, it was just bizarre.

Q. When was that contact?

A. Probably maybe within a week of -- it was near the HealthSouth facility. That's all I remember.

Q. Within a week of Mr. Murray's death?

A. No, within a week of him appearing on Pam's doorstep. And I think he called Pam once,

but I'm not sure. You know, Joe was suspect. Joe played it any way he could get it to get cash. I didn't think he was a totally upright individual.

Q. So other than the two instances that you've just described in 2007, the one when Mr. Pridgen showed up at Pam's house and the second one when he wanted to meet you at the waffle place --

A. I think it was a waffle place.

Q. -- any other communication with Mr. Pridgen in 2007?

A. Not in 2007. He called me I think in 2008, and I wrote up -- he said he had been called by Helen and that Helen was in distress, that she was receiving no money, that Helen wanted him to communicate with me and say she was sorry, that she realized that she had not necessarily trusted the right people, that she was being mistreated by the estate, that things I had said to her she now believed were honest. But Helen blew with the wind.

Q. So this was the phone call from Mr. Pridgen in 2008 to you?

A. I don't know if it was 2008, but somewhere I have -- I typed it up because it was

just such an astounding phone call. He went to go meet with her.

Q. Did you provide that to your lawyer?

A. I don't have any memory. It would have been in with papers. I think I saw a copy of it, but, you know --

Q. Other than the 2008 call from --

A. Never heard from him since.

Q. Okay. You have not talked to him. Have you talked to Patti Pridgen, his wife?

A. Oh, God, no.

Q. And you were under --

A. While he was working for my father, he did once ask me to call him at his residence, and I don't remember if I did, and he gave me his email, but I can't find it. It probably was on AOL, which has been dead forever. I mean, I kind of kept him at a distance because I thought he was most probably a charismatic disreputable individual.

Q. But you have no knowledge of Mr. Pridgen being given any large check or any sum of money in the summer of 2007?

A. I've heard talk of it. I know Pam was asked about it. I know that my father had asked

her to give him money for an ambulance, and he said he was going to take logging roads up to New York, which was just crazy, and I said there's no way without a nurse and -- you know, it was just another fantastic -- you know, you have to differentiate between people's hopes, dreams, aspirations, and what's practical.

Q. Well, I understand that you have an understanding that your father asked Pam to give him money so he could take him in an ambulance up to New York. Other than that, do you have any knowledge about any sum of money being given to Mr. Pridgen in the summer of 2007?

A. Any large sum of money? No.

Q. Other than compensation for his work at Interim Healthcare.

A. I think when I met him, I may have given him $500, because he said he needed to get his son into school up at his mother-in-law's, but I'm not sure if I ever did that. I mean, I didn't trust him.

Q. When was that?

A. Maybe end of August, but I'm not even certain that I did it. I know he implied that he needed money, which is why I got the implication

that he had not received severance, but I know he was worried sick about his son.

Q. Who was going to pay the severance?

A. I have no idea. I had nothing to do with that.

Q. Who is John Finan?

A. John Finan is an old boyfriend of Brianna's who was introduced to me by somebody in Quogue who came to me and said: I have knowledge that you need -- he went out with her, he was living at my father's apartment, and they had a tumultuous relationship which involved a lot of alcohol. My understanding is that Brianna got pregnant, wanted him to marry her. He was already married and in a divorce. She then put pressure, was calling his family, and it was -- it was not a pretty thing.

Q. Did you ever loan him money?

A. I advanced him, with his lawyer's guarantee, $15,000 for his divorce.

Q. His divorce from whom?

A. His wife, which his lawyer, Arnold Kriss, assured me would come back in the settlement, so I did it based upon Arnold Kriss's thing.

Q. You loaned Mr. Finan $15,000 when?
A. Golly, maybe the spring of two thousand whatever. You know, I'd have to look.
Q. Was it before or after your father died?
A. It was after my father died.
Q. Did he repay this loan?
A. Arnold Kriss did not repay the loan, based upon a technicality.
Q. What was the technicality?
A. That the money that was supposed to be reimbursed was reimbursed, but it was not reimbursed to Arnold Kriss, it was reimbursed to John Finan, and he had no access to the funds.
Q. So you were close friends with Mr. Finan?
A. I was friends with him.
Q. I mean, to give him $15,000?
A. He wanted to be friends. He wanted to be really good friends. He was just somebody that popped into my life. I had just gotten the money from my mortgage.
The deal was he owned a piece of land in Quogue that he was giving me as security. As it turned out, it wasn't -- it was not buildable

land. It was just -- you know, it was one of those things that you do when you're depressed and grief stricken, and somebody is there.
And he also told me that Brianna had received money in exchange for taking my papers from Quogue and had also received money for tapping my email. She was a -- sort of a -- she's a computer maven, regarding correspondence from US Trust. So not very nice things to learn about her, and certainly, she could have gotten disbarred for doing so.
Q. So let me just make I understand this. John Finan was Brianna's boyfriend, correct?
A. But it was very tumultuous towards the end.
Q. But they were boyfriend and girlfriend?
A. Yes.
Q. And then they broke up, and then you started having a relationship with Mr. Finan?
A. Not a romantic relationship.
Q. Did he ever live with you?
A. He would live up at the house when I wasn't there, and the rest of the time -- and which was good, because there were incidents at my

house, being empty. And, for example, I found out that when I was in South Carolina taking care of my father, during the time I was in possession of the house, my husband had had a large party there, and there was some destruction.
Q. So you loaned Mr. Finan $15,000?
A. With the assurance of his attorney.
Q. But you were not paid back?
A. But I was not paid back.
Q. And you claimed a loss on your 2008 tax returns for a bad debt?
A. That is correct.
Q. So what was the bad debt? In addition to $15,000, what was the other bad debt?
A. There was money he had used my credit card for. He's a con artist. I didn't find this all out until after the fact.
Q. So there's a loss on your 2008 tax return of $28,914?
A. That is correct, some of which I did not discover for some time.
Q. Is that all related to money that you gave to Mr. Finan or for credit cards of yours that he used?
A. Credit cards that he used illegally.

Q. And you can't remember when this -- well, this was a 2008 tax return, so this must have happened in 2008.
A. Yeah, it was 2008, must have been.
Q. When is the last time you spoke with Mr. Finan?
A. Probably three years ago, when he said he had money to repay me, but he didn't.
Q. Is he a witness that you plan to call in this case?
A. I don't see what he would be a witness to except that hearsay that Brianna had told him that she stole the documents based on payment that she received from Hilton, and that she tapped my email, again, based upon money that she received from Hilton, the amounts being $25,000 and $15,000 respectively.
Q. So who paid her -- well, hold on. Who paid Brianna $15,000 and $25,000?
A. I have no idea.
Q. Where are you getting that information?
A. From John.
Q. John Finan?
A. Yes.

Q. The fellow who you took a bad debt of $28,000?
A. Yeah, that's true, absolutely.
Q. Okay. And so he claims that Brianna received money for doing what?
A. For taking the Quogue documents, the proof of the debt, and locking them away and for either tapping or accessing, because she had had access to my computer, doing this for me, of having access to privileged conversations with my attorneys regarding US Trust in their litigations regarding the Samuel Freeman Trust.
Q. So with regard to these documents that Brianna allegedly took, the Quogue documents, and locking them away --
A. And a few personal possessions.
Q. -- are there any documents that you have not been able to produce?
A. No. Everything was given back to me by Mercedes, and they were exactly in the place that John Finan had said that they had been put into.
Q. And how long was your relationship with Mr. Finan?
A. When I say a relationship, John wanted

to have a relationship with me. I found John to be certainly entertaining and charming and attractive enough, not to me in that respect, and on and off, but mostly off, because once I figured he was -- once I found out about the credit cards, I mean, he was like -- I had a choice of charging him in court for $15,000 that he didn't have, and the word of Arnie Kriss, who is one of the top lawyers in New York, where was I going to go there? I had no money.
Q. So how long was that relationship with Mr. Finan?
A. What kind of a relationship are you talking about?
Q. Well, I assume that after you had to take a bad debt of over $28,000, you and Mr. Finan weren't friends anymore?
A. That's dead certain, yes.
Q. So how long were y'all friends is what I'm trying to figure out? And we've established this is in 2008.
A. Probably the end of 2008, when I discovered the -- you know, when you're terribly upset, and you have endless expenses, and you're trying to pay your bills, and you just -- I mean,

I paid for four canceled trips on Delta Air Lines that my daughter was trying to get down for the funeral for my father, you know, because I just didn't have the emotional capacity. I certainly didn't have staff to look into these things and trace which ones had been not reimbursed because of weather. There were any sort of number of things where I was not prudent.
Q. Were you and Mr. Finan friends in 2007, or did this friendship develop later?
A. I'm trying to think. I was trying to avoid him, because Brianna made it out that he had abused her in some way, but I didn't know -- it was definitely, you know, who is the biggest fibber because --
Q. So you can't remember if you were friendly with Mr. Finan before or after your father's death?
A. Oh, I was friendly with him after my father's death, but not --
Q. In 2007.
A. Yeah.
Q. We know you were friendly in 2008.
A. Well, in 2008, it pretty much hit bottom rather quickly.

Q. In looking at your --
A. And I had never had any romantic affiliation with him in any form.
Q. Did Mr. Murray pay for your education and expenses associated with going to the New York School of Interior Design?
A. Absolutely, and that was an agreed-upon exchange for the interest he'd promised me in The Inn at Quogue.
Q. And in the Schedule C of your 2003 --
THE WITNESS: Oh, don't do the face palm. You're perfectly aware of it. You told me yourself in the restaurant at The Inn at Quogue.
BY MS. CRAIG:
Q. Ms. Murray --
THE WITNESS: Don't do the face palm.
BY MS. CRAIG:
Q. Who are you talking to?
A. I'm talking to Hilton because he's just pissing me off.
Q. I don't think anybody is making faces or intending to make --
A. Oh, he is.
Q. -- to make faces.
A. So maybe I'll just lean over this way.

Q. Why don't we take a short little break.

THE VIDEOGRAPHER: This concludes Video No. 2 in the video deposition of Elizabeth Murray. The time is approximately 2:15 PM. We are now off the record.

(A recess transpired.)

THE VIDEOGRAPHER: We are now back on the record. Today's date is March 25th, 2015. The time is approximately 2:42 PM. This is Video No. 3 in the video deposition of Elizabeth Murray.

BY MS. CRAIG:

Q. In the Schedule C of your 2003 tax returns, you listed a business expense of $9,293 related to educational expenses. Is that correct?

A. If you say so, I'm sure you're correct.

Q. In 2003, where were you going to school?

A. In the last half of 2003, I was at New York School of Interior Design, but I also had courses that I had taken to prepare for the law boards. I don't know what it -- I think it's just New York School of Interior Design, but the cost of a course load there would be far in excess of

that.

Q. So these are expenses that you incurred related to going to school?

A. I would have to see a schedule, and I don't know if it still exists that -- we're talking 12 years ago.

Q. Did Mr. Murray pay your expenses for the New York School of Interior Design?

A. He paid substantially all of the expenses.

Q. And did you also receive an allowance?

A. Yes, I did.

Q. How much was that?

A. It was $3,000 a month.

Q. When did you start receiving the $3,000-a-month allowance?

A. When I enrolled in school in September of 2003.

Q. So you enrolled in the New York School of Interior Design in 2003?

A. That is correct.

Q. How much was tuition there, approximately?

A. I would say it was on or about 12- to $15,000 a year.

Q. The business expenses in the Schedule C for your 2004 tax returns is $15,140. Were you also going to the New York School of Interior Design at that time?

A. Yes. I did have small clients, and when you operate a small-scale company, often, your deductible expenses can be in excess of your revenues minus your cost of goods sold, so it was probably depreciation, travel. Anything that could be written off, I probably did.

Q. You did not pay your tuition to the New York School of Interior Design in 2004. Is that right?

A. How did -- what do you mean? Did the check come from my father to me to them or to them?

Q. Did you pay for it, or did your father pay for it?

A. My father paid for it. There may have been expenses that were not included in what he paid for, but regardless, my accountant said that I could deduct it as a continuing expense.

Q. The expenses that related to educational expenses in 2004 would have been for the New York School of Interior Design?

A. I would think so, unless they were for the Kaplan prep test.

Q. That's just a --

A. I don't know.

Q. The Kaplan prep test for the LSAT?

A. Yeah.

Q. That's just a course that you take.

A. It's not education, it's a course, right.

Q. Then in 2005, you also had business expenses in your Schedule C related to educational expenses. Were those for the New York School of Interior Design as well?

A. Most likely. I can't attest to it definitively without seeing a breakout.

Q. Did you get a degree from the New York --

A. Yes, I did. I got an associates degree with a specialization in handicapped accessibility and elder care.

Q. When did you get that degree?

A. 2005, in August.

Q. So you went to school at the New York School of Interior Design for 2003 and 2004 and graduated in 2005?

A. That's correct.
Q. During that time, you received also $3,000 a month allowance from Mr. Murray?
A. Yes, I did, and it was agreed that that would continue through my NCIDQ exams, which would give me a certification.
Q. When was that?
A. Early winter of 2006.
Q. So you continued to receive the $3,000 allowance through the winter of 2006?
A. Early 2006, early 2006. I took the exam -- it was actually the date that Christopher got married was the day of the exam, so I don't remember when it was, but I remember that was the exact date, so Hilton could probably supply that.
Q. So the monthly allowance of $3,000 started in 2003 and continued through 2006?
A. The very beginning, yes.
Q. And what was the reason for the allowance discontinuing in 2006?
A. Because it would then be applied $2,000 a month towards the debt at The Inn at Quogue. It didn't discontinue.
Q. That's what I want to know.
A. And then a thousand dollars was a gift

from my father because he asked me to do many, many things for him, whether it was making his apartment handicapped accessible, driving him places, taking care of him on a daily basis, running to Walmart for his needs, grocery shopping, driving him places, picking him up at the airport. He had me renovate my sister's house. I did -- I renovated his 69th Street apartment. I renovated something on 44th Street for him. I mean, I made myself very available to him to assist him.
Q. So the $3,000 allowance that started in 2003, it continued until 2006, and then it's your testimony that then you continued to receive $3,000, but it was $2,000 for the debt at The Inn at Quogue and a thousand-dollar gift from Mr. Murray?
A. That is correct, a gift in lieu of certain accommodations that I made for him.
Q. Okay. And how long did you continue to receive a $3,000 check, for whatever reason, from Mr. Murray?
A. Well, it stopped when my father believed that I had testified against him to the Samuel Freeman Trust, and then when I then

applied -- even though -- even though my husband knew that it was used -- the $2,000 and, indeed, $3,000 was used to pay the debts associated -- the monthly debts associated with The Inn at Quogue, he said it was a gift from my father, even though it was being credited, and so he stopped it during the fracas over the Samuel Freeman Trust, and when I then applied yet again to the court for support, it magically reappeared.
Q. When was the last time you received the $3,000 from Mr. Murray?
A. I believe it was June, because Helen victoriously told me that Bobby Hood had made sure I wasn't going to get another cent, quote-unquote, in her phone call to me, and, indeed, I never received another check.
Q. Okay. Let's back up. Let's see if you can answer the first question. The $3,000, you said, discontinued because your father thought that you had testified against him in the Samuel Freeman Trust?
A. Yes.
Q. Okay. So you understand that he stopped giving you money because he was angry?
A. Yeah, even though he owed it to me.

Q. When was that?
A. That was, I believe, in November.
Q. Of 2007?
A. Yeah. No, 2006.
Q. Excuse me. Thank you.
So November 2006, you did not receive $3,000. Is that correct?
A. Yes.
Q. December 2006, did you receive it?
A. Yes, after I filed a petition with the court, and then my former husband called I believe Hilton, according to him, and got it reinstated. Maybe he called my father. I'm not sure.
Q. After December 2006, you continued to receive $3,000 a month from your father?
A. I believe so, yes.
Q. Did your other sisters receive $3,000 a month?
A. No, but they had not lent him money, nor were they doing services for him.
Q. Did you obtain a mortgage on the property at Katonah?
A. Yes, I did.
Q. And how much was that?
A. $375,000.

Q. Did you have a cosigner or guarantor?
A. No.
Q. And where did you get the money?
A. Countrywide.
Q. Excuse me?
A. Countrywide was the mortgagor.
Q. And was that acquisition a result of your divorce?
A. Yes.
Q. And did you use the money that was loaned from your mother's estate?
A. For what?
Q. For anything.
A. Towards the house?
Q. Yes.
A. In the years previous, yes, it was the basis of the down payment and virtually all improvements and the furniture purchased for the house, landscaping, roof repairs, you name it. I used my income as well as loans from principal.
Q. Looking at your statement of net worth, and this is Defendant's Exhibit 5, and again, this document was signed and dated May of 2007, you were still getting $3,000 a month from your father. Is that right?

A. That is correct.
Q. Why didn't you disclose that $3,000 a month in your net statement of -- in the statement of net worth?
A. It wasn't net worth, it was reimbursement for debt that was owed to me, and the $1,000 was income for services rendered.
Q. So it's your understanding or your position that the $3,000 a month that you were receiving when you made this disclosure in the statement of net worth was -- should not have been revealed?
A. Of course.
Q. Did you have the -- were you receiving any other money from any other sources that were not disclosed in May of 2007, other than the $3,000?
A. No, except for intermittent -- in 2007, nothing.
Q. So the only additional money that you had coming to you that wasn't disclosed in this statement of net worth, the only additional money was the $3,000 a month?
A. Yes.
Q. Is that correct?

A. Now, I got reimbursements for things that my father had asked me to buy or trips he asked me to go with him or reimbursement for taking him for clothing that did not fall down because he had lost so much weight. I bought rubber-proof sheets and mattress protectors and towels and food and lunches for his healthcare workers and paid whatever was necessary.
He had no cash. Things were not getting handled very well when they were sort of in-house. I think James did an admirable job of taking care of everything that needed to be taken care of that he was aware of, but he was not there to pay for healthcare workers or running out and getting stamps and mailing packages and all of the daily debris, and Helen was certainly not able to -- I don't think she even had a license to drive.
Q. Do you have any written documentation to prove that the $3,000 that you received from 2003 to 2006, which was an allowance, turned into reimbursement and a gift in 2006? Do you have any written documentation of that?
A. Just what my father wrote in the letter that he wrote at the bank, which indicated

that the $2,000 represented that.
Q. Anything -- at the time that this allowance became repayment and a gift, is there any document that shows the creation of that agreement?
A. I believe that my father wrote me a letter and said, you know, what's going on, and there were deductions made from the money that was owed to me from The Inn at Quogue, and it was very clear that from then on out, you know, he would give me the $2,000 and then $1,000 as he was able to do for the services that he asked me to do for him.
Q. What letter are you referring to?
A. I believe that it was in 2007. It wasn't in 2006. He was just affirming our understanding.
Q. Has that been produced?
A. Yeah. In fact, we saw it this morning. Your office sent it to us.
Q. Tell me the date of that.
THE WITNESS: I gave you some numbers.
MS. CRAIG: Michelle, do you have the document? Or we can stop and look for it.
MS. ENDEMANN: I think it was in one

of your designations, Molly.
MS. CRAIG: We'll take a break. It'll take us a few minutes to find that.
MS. ENDEMANN: Sure.
MS. CRAIG: We'll take a break.
THE VIDEOGRAPHER: We will now go off the record. The time is approximately 2:58.
MS. CRAIG: Well, we'll continue right now. We'll just take a break another --
THE VIDEOGRAPHER: I'm sorry. I thought you were --
MS. CRAIG: We're just going to go a little bit longer than an hour because it's going to take me a few minutes to find that document.
Are we still on the record?
BY MS. CRAIG:
Q. Anything other than this letter, I think you said the date was 2007, that your father wrote you that evidences --
A. I think there were two letters that were written. One went to the judge in my divorce case so that my -- the income received from my father would be correctly deemed reimbursement and a gift in exchange for accommodating his illness, and the other document was earlier on. There were

two documents, I believe, that were certified at the bank, or whatever it's called, you know, notarized.
Q. Which judge?
A. Beeler, in New York.
Q. So we're looking for a 2000 letter -- 2007 letter that your father wrote to you and a letter that your father sent to Judge Beeler?
A. Uh-huh, yes, ma'am.
Q. Anything else that is evidence that Mr. Murray intended the $3,000 payment to not be an allowance, but to be reimbursement and a gift to you?
A. Well, there's his original letter in March of 2000 which said how much he would be giving me to start repaying the money, and that was very firm, but it did not have a full accounting. And then the requirements for the full accounting kept moving. You know, I would send bills, they wouldn't get reimbursed, they would, you know, get folded into other bills, then a check would bounce, so it was -- it was very complicated.
MS. ENDEMANN: Do you want to take a break just for --

MS. CRAIG: Yeah.
MS. ENDEMANN: That's your Exhibit 7 --
MS. CRAIG: Right.
MS. ENDEMANN: -- I think you were asking about. That's one of your designations.
MS. CRAIG: Right.
MS. ENDEMANN: If you'd look at where it says gross income, I think that's the document Elizabeth's referring to.
THE VIDEOGRAPHER: I'm sorry. Did you want to go off the record?
MS. CRAIG: Yeah. We're off the record.
THE VIDEOGRAPHER: We will now go off the record. The time is approximately 3:00 PM.
(Off-the-record discussion.)
THE VIDEOGRAPHER: We are now back on the record. The time is approximately 3:01 PM.
BY MS. CRAIG:
Q. The letter to Judge Beeler that you referenced, have you provided that letter to your lawyers?
A. Yes.
Q. Any other documents that you contend

evidence that the $3,000 you were receiving a month was not allowance?
A. When I gave my father an accounting of the bills from The Inn at Quogue, it showed the $2,000 as a reduction, and our agreement was based upon his examination of those documents.
Q. That's just an accounting. I mean, I'm talking about a document that says: I acknowledge that this is not an allowance, but I am giving my daughter $2,000 a month for reimbursement and a thousand dollars a gift. Does that document exist?
A. There is some document that sounds familiar to that. May I look at that document?
Q. Yeah. Well, actually, this has got some handwriting on it, but I'll find a clean copy for you. There's an April 10th, 2007, letter.
A. When I say services, I took care of Helen for five weeks when she had hip surgery. I visited my father, at his request, every day while he was in HealthSouth for three weeks.
Q. When was that?
A. The summer before he died, 2006.
Q. You're claiming that's reimbursement?
A. That was a gift in appreciation for

the devotion that I showed to my father when he did not exactly have other regular visitors from the family.

Q. Did other sisters receive such a devotional gift?

A. Not that I'm aware of.

Q. Do you know if the -- if your sisters were aware that your expenses at the School of Design were paid for by your father?

A. I was very open about it if anybody asked me. I know Pam knew. I wasn't exactly chitty-chatty with Catherine.

Q. How about the allowance that you received, the $3,000 allowance you received for those three years?

A. That, to me, was a direct expense of basically relieving my father of our agreement for the 10 percent of the inn, and later, I was told by Hilton directly that he was planning on leaving the entire inn to me and leaving me out of the estate.

Q. I'm sorry. I thought you --

A. And it was related to other people at the inn as well.

Q. I thought you testified that between

2003 and 2006, while you were in school, you received a $3,000 allowance from Mr. Murray?

A. Yes, I did. I'm talking about previous to that.

Q. Oh, you got money before that. Tell me about that. Tell me about all money you received before 2003.

A. I received the overwhelming salary of $40,000 a year with no expenses.

Q. Anything else?

A. My father bought me a closet at IKEA and a new range and paid half of a refrigerator, because when I came back to New York, my apartment had not been maintained.

Q. Did your father pay your legal expenses associated with your divorce?

A. He paid some of them.

Q. How much?

A. Ten that I know of and another ten came through Pam, so I don't know.

Q. How about cosmetic surgery? Did your father pay for that?

A. Yes.

Q. How much was that?

A. I think that was about 12 or 13. It

may have been a little bit more with nurses.

Q. How about the house? Did your dad buy you a house?

A. No. My father lent me money to invest into his tax shelters, which I repaid to him, and I have all the checks, and so it was a wash financially for him, but it gave us a tax refund.

Q. What was your tax refund?

A. Probably over two years, maybe $40,000.

Q. Did your father buy you a car?

A. My father bought me the deposit on a car, not a full car.

Q. How much was that?

A. I think $7,000.

Q. How about your daughter's educational expenses?

A. Yes. It was agreed upon that he wanted Catherine -- I mean Pam to go -- listen to me. Elspeth to go to Chapin, and I said I couldn't afford it. My husband refused, and he said he would pick up the balance.

Q. And how much was that?

A. By the end, it was probably close to $12,000. My husband would contribute $2,000 a

year and her gym fees, although he did testify in his divorce that he paid all of her school expenses, which was not true.

Q. Any other gifts that Mr. Murray gave to you?

A. He gave me a coat once.

Q. Anything else?

A. A sweater. These were generally birthday presents, a cashmere sweater.

Q. Did you also get a check on your birthday?

A. I don't remember getting checks. He liked to get gifts on my birthday. If he ever gave me a check, it was out of the ordinary.

Q. How about for Christmas, did you get a check at Christmas?

A. He used to give me a check of a thousand dollars every month, and I reported that in my divorce settlement.

Q. And whether your sisters were also getting allowance --

A. I think Pam got something to help her out ever since she had developed cancer, and then I believe that he contributed the money towards Catherine and Hilton's house, which is in her

name. And he bought Pam the house in James Island. Is that where it was? He did contribute money towards some tree work and roof work at my house after I bought it.

Q. How much was that?

A. It was under $20,000.

Q. $20,000?

A. It was under $20,000. I have -- that was 1986. I'm doing my best here, but --

Q. All right. With regard to the claim that you have filed for the Elizabeth Style Setters, why didn't you file suit on that before your father died?

A. Because filing suit on my father would have evoked a Draconian reaction. He had already signed a note. I had the receipts, at least until they were removed from my access. And I thought it was better as long as he was willing to acknowledge it before his death, which he did. We went over the books.

I mean, this was a moving target. Every time I came up with the books, it was like let's cut a deal, I mean, that was with Hilton, and I didn't consider being reimbursed appropriate let's cut a deal material.

Q. So was your plan always to wait until Mr. Murray died, and then you were going to file a claim?

A. No. I met with my father before his death, at his request.

Q. But why did you wait until after he died to file a lawsuit, as opposed to when he was alive, if you believed you were entitled to this money?

A. If you had a father with advanced Parkinson's who had periods of dementia who you were told that there was no money left for his medical care, I thought it was cleaner, in the same way that other people in this room that worked with my father that were owed money, that it was a more polite way to handle it, particularly since he had affirmed the debt before his death.

Q. All right. And you stopped working at The Inn at Quogue in 2002, correct?

A. That is correct.

Q. So it's your contention that these reimbursements were due to you by 2002, correct?

A. They were due to me at a time of -- at a rate of $2,000 a month. I never anticipated it

going on forever. And then when I left, it was pretty hostile with Hilton, so I wasn't exactly going back to the well, and then my father developed rather profound Parkinson's, and then the documents were stolen, and then there was the Samuel Freeman Trust. There were any number of reasonable reasons not to push the envelope until my father was ready to entertain discussion, which came, at his instigation, at Father's Day weekend.

Q. But you agree that you stopped working at The Inn of Quogue in 2002, and you chose to file a claim against Mr. Murray's estate after his death. Is that correct?

A. There were ongoing discussions after I left with Hilton.

Q. But, ma'am, you didn't file a claim on Mr. Murray?

A. No, I didn't.

Q. And you stopped working at The Inn at Quogue in 2002?

A. That is correct, the same way you might not want to file a suit against your own father.

Q. Ma'am, this is not an appropriate conversation --

A. I know.

Q. -- that we're having.

A. I know.

Q. Let's keep this professional, please.

A. Okay.

Q. I'm not the one that's filed these claims.

A. I guess not.

Q. So my question to you is: In 2002, did you stop working at The Inn at Quogue?

A. Yes.

Q. And during Mr. Murray's lifetime, through 2007, did you ever file a suit for reimbursement of The Inn at Quogue?

A. No. I merely had discussions with him.

Q. Thank you. Same question with regard to the alleged debt owed to the Minnie Holmes Murray Estate. Why didn't you file suit as the administratrix while Mr. --

A. Because he told me --

Q. -- while Mr. Murray was still living?

A. He told me it was coming to him at his death, and Hilton affirmed that on the back steps of The Inn at Quogue's garden room when he came to

visit. He told me it was all set up, that he had the information from the Signet Bank where my father had affirmed the debt, and that it was validated, and I didn't have to worry about it.

Q. What is your contention as to how much money Mr. Murray paid you back with regard to the Style Setters debt?

A. It would be on a schedule on the CD that was provided to you. It was provided to the court.

Q. As you sit here today, you have no idea how much money Mr. Murray paid you back for the reimbursements?

A. It would be $2,000 for the first couple months of 2006 through one month prior to his death, and there were intermittent payments while I was at The Inn at Quogue, and for the hotel debt -- I mean for the inn debt, all money was reimbursed except for $5,000, which was double -- a repayment was double counted.

Q. Did Mr. Murray agree to pay interest on that debt?

A. Yes, he did.

Q. And where is that documented?

A. In the actual April 2000 letter.

Q. And is that letter a letter that you drafted?

A. No. Actually, Hilton did.

Q. And how do you know that Hilton drafted that letter?

A. Because he brought it in, and I told him there was one thing missing, and it went out, and it came back with the -- and that was witnessed by I believe Bill Dalton.

Q. One more question with regard to the December -- I mean, excuse me, February 10, 2006, visit to Dana Flavin's house. What time did you get back into the city after that visit to Ms. Flavin's house?

A. This is a guesstimate, 9:30, 10:00.

Q. Did you ever go have dinner at Ms. Flavin's house after this February 2006 visit?

A. Yes. She invited me to Easter dinner, where her friend was going to be there, who could advise me on my daughter's college prospects as to which college would be most appropriate for her.

Q. When was that? What year was that Easter dinner?

A. 2006, I guess. Yeah. When was the -- we were there in February, I think, right?

Q. Yes. According to the documents, it's February 10, 2006.

A. It would have been Easter of 2006.

Q. So just a couple months after you visited Ms. Flavin for the first time, you were invited to have Easter dinner with her?

A. Well, she wanted to introduce me to her friend Stewart.

Q. But you had Easter dinner with her just a couple months after you met her?

A. Yes.

Q. And during that visit to Ms. Flavin's house, did you go to her bathroom and take her daughter's toothbrush?

A. No.

Q. You didn't take her toothbrush to do a DNA test on it?

A. No.

Q. That information is news to you as we sit here today?

A. Yes.

Q. Did you ever take a toothbrush from Ms. Flavin's house for the purpose of trying to determine whether or not Courtney was Mr. Murray's daughter?

A. No. I have no memory of taking any toothbrush.

Q. Did anybody give you a toothbrush that had been procured from Ms. Flavin's house for that purpose?

A. Not to my memory. If anybody would have taken a toothbrush, it would have been Brianna, not me, I mean, because there's -- it's much better to send things directly than to have them go through --

Q. The Defendant's Exhibit No. 7, we've already asked questions about that. The date of the document's December the 15th, 2006. We've already established that you didn't hand this actual document to Mr. Murray, you gave it to the concierge?

A. That is correct.

Q. Did you receive any type of acknowledgment from the concierge?

A. No, I did not.

Q. Did you ever ask Mr. Joe Pridgen to sign a statement?

A. No, not to my memory.

Q. Did you or any -- or did you have knowledge of anyone preparing a statement and

asking either Mr. Pridgen or his wife Patti to sign it?
A. No. Patti was removed from employ for theft, which was on a camera at Best Buy, or Bed Bath & Beyond or -- no, Bed Bath & Beyond.
Q. But you have no knowledge of Mr. or Mrs. Pridgen being asked to sign any statements related to Mr. Murray?
A. No.
Q. Did you pay Gil Mestler for his expenses related to the Hudson move?
A. Oh, yes, yes.
Q. Why did you do that?
A. Gil was looking for a job. My friends were moving. They had some secure stuff that they wanted -- secure high-value stuff that they wanted moved. He had a son who needed work, and they needed to be moved very quickly. So I called Gil, and he said he could do it with his son, and so all I did was pass on the money that was allocated to him from the Hudson check.
Q. How much money did you pay Mr. Mestler for these moving expenses?
A. Under a thousand dollars, I think. I don't know if it included his son's pay, which was

considerably less. I think it was two days of moving.
Q. Did Mr. Mestler ever work at The Inn at Quogue?
A. No.
Q. Did he ask you if he could say that he managed The Inn at Quogue, as well as residences in Manhattan, with you as his boss?
A. Residences in Manhattan?
Q. Yes, ma'am.
A. Not that I remember. At one point, he was looking for a job in Germany, and he asked if I would provide a reference.
Q. Would it be a true statement to say that Mr. Mestler managed The Inn at Quogue, as well as residences in Manhattan, with you as his boss?
A. No.
Q. That is not a true statement?
A. That is not a true statement, and I never provided any such statement.
Q. Did you ask Mr. Mestler to sponsor you as a relative for the Navy Federal Credit Union?
A. Well, there's a category called relatives, which includes housemates, and he

referenced me as a housemate, because he had stayed for a month up at The Inn at -- up at Katonah while he was seeking a divorce.
Q. So did you or did you not ask Mr. Mestler to sponsor you as a relative --
A. Yes.
Q. -- for the Navy Federal Credit Union?
A. Not as a relative, as the relative category, which included housemates.
Q. And why did you -- why did you want to be able to have access to the Navy Federal Credit Union?
A. They had very good rates on loans. I was considering buying a car, and they had a 1.99 percentage on cars, and I was looking to build my credit portfolio.
Q. With regard to this request for the Navy Federal Credit Union, did you ask Mr. Mestler to refer to you as his sister?
A. I don't remember, but it came through as a housemate.
Q. Well, you're not his sister, are you?
A. No, I'm not his sister.
Q. And that would not be an honest response, an honest statement?

A. No.
Q. Is that right?
A. That is correct. He actually referred to me as his sister, because the one sister he had had died, but --
Q. But you were not his --
A. No.
Q. It would not be an honest statement --
A. No.
Q. -- to say that you and Mr. Mestler are brother and sister?
A. Right.
Q. What was the $30,000 check that was the reason you were trying to open an account with the Navy Federal Credit Union, what was that for?
A. Oh, I had lent Jackie, my friend -- she was selling her house. Her husband did not have the money to advance for an interim loan for her son, who was moving out to buy his apartment. The money that she had would not be cleared until the house was finished. There was a two-week lapse. Because of the money I had in escrow with my attorney, I was able to get an advance on that of $30,000, lend it to her, and she gave it back right on time, but I wanted to reinvest it in a

secure facility.
Q. So you and Mr. Mestler are pretty close friends. Is that fair to say?
A. I don't see him. I haven't seen him, I think --
Q. Well, you talk a fair bit, don't you?
A. No. I don't talk to him at all.
Q. You don't talk to him by email? When I say talk, I'm talking about communicating by email.
A. Oh, email? Yeah. It's like what the hell is happening? I mean, he took a job as security manager for the Lady Liberty Island, Ellis Island, and he travels a lot with his wife. And I think I saw him for a Shake Shack lunch. I forget what that was all about.
Q. When was that?
A. Maybe six months ago, maybe eight months ago. I saw him for Christmas before last at Christmas Eve with his wife. Oh, and he notarized something at Starbucks for me.
Q. When was that?
A. I seem to remember last summer, but I'm not sure.
Q. In August of 2014, you and Mr. Mestler

were communicating by email, and you said that you did not get the envelope with mailing receipts and check?
A. Oh, he was on his way to the post office, and I had to send something certified mail.
Q. What check are you referring to?
A. Wait. Repeat it to me, please.
Q. Yes. It says that you sent an email to Mr. Mestler that you did not get the envelope with mailing receipts and check. What I'm interested is what check are you referring to?
A. He has a -- what's the name of that bank? DM -- Toronto Dominion, that was it, bank, and they have free coin change, and I had a -- we were about to move in the building, and I had a canvas bag full of change from Nick, and he said he would take it down and get it changed into cash, and so he sent me a check. I thought it was coming by mail, and I needed the certified check receipts from the bank -- I mean from the post office, and instead of mailing it, he dropped it by my doorman, so I was looking in the mail, and it was in the bottom of the front drawer of my -- not a concierge, a doorman.

Q. How much was that check?
A. I think $127, something like that, maybe $109. And he wrote me another check, and that was because he used my card to go to a funeral.
Q. How much was that check?
A. It was for E-ZPass. It was probably under $50.
Q. Any other money received from Mr. Mestler?
A. No, not a -- not a thing.
Q. Have you ever used the email address Louisa Phillips?
A. Yes.
Q. Why?
A. Because my email was being tapped.
Q. By whom?
A. By Brianna.
Q. So you tried to set up an email address that couldn't be traced?
A. Right, that didn't have my name on it, because, you know, she did have great investigative techniques so far as email.
Q. How about an email account that was Ashley Moose?

A. Oh, that was 100 years ago. When I say that, I'm being facetious. That was in the early 2000s, and that was my correspondence with Harry Schult.
Q. So that the purpose of that was to have --
A. A private email.
Q. Under a fake name with your boyfriend?
A. Ashley -- no. Ashley is my niece, she loved moose, he had met her, they had gotten along because they both loved football, so we named it Ashley Moose.
Q. So that was just another email that you established under a false name?
A. A false name, no. It wasn't supposed to be a false name. There are no people named Ashley Moose that I am aware of.
Q. Well, the purpose of setting up an email address that doesn't say --
A. It's privacy, privacy, yes.
Q. -- Elizabeth Murray is so -- for what other reason?
A. Well, pondfield1953 is the one I used for legal stuff here. I have different -- I have one Elizabeth Murray Trustee for the Samuel

Freeman Trust business.
Q. What other ones do you have?
A. That's it.
Q. So that's one, two, three, four different email accounts?
A. Uh-huh, uh-huh, two of them being business related, one of them as a result of being hacked, and one is missliz1011.
Q. Did you send any emails to Joe or Patti Pridgen on any of your email accounts?
A. Is it possible? I seem to remember at one point him giving me an email account. I could have. I don't remember what was on there. Whatever was on there was what he asked me to send him. He specifically gave me an email. I remember that, because I recognize it when you asked me that, but I have no idea what I sent on it and why I would contact him, unless it was at his request, because I certainly wouldn't have known his email otherwise.
Q. Okay. So the email addresses that I've got are Louisa Phillips, Ashley Moose, Pondfield, Miss Liz, Elizabeth Murray Trustee. Anything else? I counted five.
A. Okay. Ashley Moose has been dead in

the waters for years, AOL. Missliz1011 has been dead in the water for years.
Q. But any other email --
A. No, no.
Q. -- address names that you've gone under?
A. No, no.
Q. Okay. Do you know a person named Moose Phillips?
A. No.
Q. Does that have anything to do with your Ashley Moose email?
A. No, no.
Q. Does that have anything to do with your Louisa Phillips email?
A. No.
Q. Who is Louisa Phillips?
A. Louisa Phillips was a beautiful woman I knew, Phillips Louisa, when I was -- she was Louise Fletcher, and then she became Louisa Phillips, and I just thought it was a very elegant name. She was from Bronxville.
Q. Do you know Mahri Givers?
A. Yes.
Q. Why would -- do you have an opinion

whether or not she would have seen any of these letters that you say that you sent to your father acknowledging the debt?
A. She was gone.
Q. When do you think that she left?
A. While I was at The Inn at Quogue.
Q. What year -- so that would be --
A. I guess so.
Q. -- between 1999 and 2002?
A. Yeah, possibly, possibly.
Q. And was she a notary that worked in your father's office in New York?
A. I believe she was a notary, yeah.
Q. Did you have her notarize any of the documents that you contend Mr. Murray signed?
A. Which --
Q. Anything.
A. Things that I contend he signed? Not that I'm aware of, but is it possible? I don't remember anything.
Q. And it's your recollection that she left when?
A. She left because she was blackmailing my father.
Q. First of all, let's start with the

time. When do you believe she left?
A. Sometime while I was at The Inn at Quogue.
Q. All right. So that narrows it from 1999 to 2002?
A. I believe it was during that time, or maybe the blackmailing began after that time. She got very tight with two people that were also looking to blackmail my father at The Inn at Quogue, and it turned out we had dismissed them, and it turned out he had a murder rap over in Serbia. His name was Chris and Lydia. I don't remember their last names. And he had murdered a man and escaped here, and Lydia had followed with the children, and he was stealing from The Inn at Quogue and not showing up and was exhibiting public drunkenness.
Q. I'm sorry. What does that have to do with Mahri Givers?
A. Well, she was in tight with Chris and Lydia, which will give you some nature as to her ethical dealings.
Q. And tell me the circumstances. Saying that somebody is blackmailing your father is a pretty serious accusation. What are you talking

about?
A. Well, my father told me he was blackmailing -- she was blackmailing him, and he asked me to write a letter to her for him, because he was so upset by it, he could hardly deal with it. He had given her a very generous severance.
She had fallen in love with my father, and he had taken somebody home to his apartment, which was the Savoy, which was his office, which had a fold-out bed, and she went berserk. And he had been somewhat generous with her, and she started threatening to blackmail him, and he gave her a certain sum of money and told her just get out of there.
And James had become increasingly valuable, and she was irritating James, and he thought that James was far more important to keep than Mahri, because she was coming -- she had severe eczema, was becoming very unhinged and increasingly demanding. And again, I believe she had somewhat fallen for my father.
Q. When did Mr. Murray tell you that Mahri was blackmailing him?
A. She was making references at that point that she had stuff on him, and he'd

better -- he'd better -- and so he addressed that in the letter, and then when -- after my father had died, Mahri called me while I was out in Quogue one summer, and I was driving home on Todd Road, and I got a call from her, and she started threatening me and my father and Hilton.
Q. When was this? I'm sorry.
A. Sometime after my father had died. I immediately called Hilton, despite our lack of correspondence and communication. I thought it was important that Hilton know that Mahri was back on the scene and was obviously broke and trying to go for a second swing, and he said he would handle it, and I never heard from her again.
Q. All right. So when did -- you said that Mr. Murray told you that Mahri was blackmailing him. Is that correct?
A. Trying -- yes, was threatening to blackmail him and had indeed caused some trouble with US Trust.
Q. Okay. When was that is what I want to know?
A. While I was at The Inn at Quogue. I believe it was the first summer, 1999, but I cannot swear to that.

Q. Do you have any evidence that Mahri Givers was actually blackmailing Mr. Murray?
A. Only what my father told me in that he said she'd caused trouble for him.
Q. Okay. And there are no other witnesses to this conversation?
A. Not that I'm aware of. And I don't know if I have a copy of the letter, because I would have written it at The Inn at Quogue.
Q. Who is William Dalton?
A. William Dalton was the manager of The Inn at Quogue.
Q. You've identified him as a witness to testify?
A. My attorneys did in that he was involved in so many of the -- in observing and knowing about the purchases made at The Inn at Quogue.
Q. Okay. Have you spoken with him?
A. Yeah. He called me last week. He heard that my sister had died. He wanted to offer his condolences.
Q. Have you asked him to be a witness and to testify?
A. Absolutely not.

Q. Okay. Do you know if he's planning to testify?
A. I have no knowledge of that.
Q. And you said he is an accountant?
A. No.
Q. I'm sorry. What did you say he was?
A. What is he? He's a guy who has some -- he went to Pace Business School. I believe he was in some sort of a government service. I don't know exactly what it was. He's a mysterious man.
Q. When did he work at The Inn at Quogue?
A. From the end of nineteen ninety -- no, the end of the summer of 1999 throughout, and then he left after I did.
Q. So he left sometime after 2002?
A. Uh-huh.
Q. How about Craig Muraszewski?
A. Muraszewski. Craig was a manager at the hotel, and then he left and then went to Windows on the World, then he came back and was a manager at the restaurant, wine buyer consultant. He then went to Per Se, which is a very upper-tier restaurant in New York, and then after that, he worked for several large restaurants as the

manager and now owns his own store up in Cold Spring, New York. I saw him about a year ago.
Q. Have you asked him to testify?
A. No.
Q. Have you discussed this -- these claims with him?
A. He knows that I have not been repaid, and he is well aware of all the money that I spent in the restaurant. I told him I've been repaid by the restaurant, and he wanted to know about all the stuff at the hotel. And I had reimbursed him personally for checks that had bounced from the hotel, so he was well aware of what was going on there.
Q. So it's your contention you have been paid back everything from the restaurant?
A. Except for $5,000, as I have previously stated.
Q. How about Donna McBride, who's she?
A. Donna McBride, D-O-N-N-A, was a manager at the restaurant who was very familiar with the financial workings and had a quick eye, lots of street smarts, and almost an infallible memory.
Q. Have you discussed these claims with

her?
A. She just knows that I have not gotten my money back.
Q. How does she know that?
A. I told her. She called to meet me one day at some diner on the Lower West Side. It was a total pain in the ass. And she wanted to know what had happened. And I had been kind to her. She was getting abused by her husband and was in a very bad way, and I gave her shelter for a few nights, bought her some clothes, and gave her some Dutch courage to go back and face another day, and she left her husband, so she's always been appreciative towards me.
Q. Helen Flynn, you aren't friendly with her, are you?
A. I was very nice to Helen. I gave her gifts. I took care of her when she was sick, when not one of her children would. I was polite to her. She was at times friendly and called me an angel. At times she called me a devil. She was convinced I was having sex with my father. She was delusional. She was bats.
Q. I mean, is it fair to say y'all aren't friends right now?

A. No. I tried to maintain a friendship, because nobody else was calling her. I felt very bad for her. When I say she's bats, I think she's deranged. I don't think she's deliberately evil. It comes out that way. I think that she has dementia, and she's an old woman.
On her 70th birthday, or maybe it was her 80th, not one of her children called, which will give you some idea of the joy and light that she spreads in the world, and so I took her out for lunch, I took her out for dinner, I gave her a beautiful gift, I had taken care of her from morning 'til night for six weeks, so I don't think I was an evil, nasty person.
Q. When was all of that? When were you taking care of her?
A. '06, '06.
Q. Okay. But not since then?
A. I took care of her and bought her Christmas presents and Valentine's Day presents and brought her flowers, saying they were from my father, and listened to her --
Q. But I'm talking after 2006.
A. After 2006? No. Once that whole thing with Samuel Freeman Trust, she was like a

caged tiger, you know, in essence.
Q. Don Sharpe is listed as a witness. What will he testify to?
A. I have no idea. I mean, you know, these are the people that my attorneys have said have been noted in documents.
Q. Who is Don Sharpe?
A. He was my father's former partner for years and years and years and friends for years before that and a coworker.
Q. And you haven't talked to him about this case?
A. Just that it's still going on, and he thinks it's a shame, and he had his early opinions about the abrupt change in my father's will and did not think well of it. He did not think well of Helen. He -- what is he, 81 years old? I have no idea. He's an older man. He teaches at Fordham University Law School. He's a nice man, from my experience, and his concern was my father and my father's losing his facilities and undue influence.
Q. You mentioned that Mr. Sharpe was not happy with the abrupt change in Mr. Murray's will. What are you referring to?

A. Well, he had a will all made out in 2005, and then he said: I'm switching everything to South Carolina, and he made some abrupt changes, putting people at major -- to receive major amounts of money, which included Hilton. He put Helen into positions of trust that he thought she did not warrant, and he made our position very risky, from what I understood to be the fact, and he thought that was atypical of my father, contrary to years and years and years of understandings with my father, and he feared undue influence due to his disease.

Q. How did Mr. Sharpe know what Mr. Murray's 2005 will said?

A. As I said, things filtered out to me, whether it was Helen victoriously making announcements, my father dropping small comments. I didn't know exactly what it said. I just knew that things were real different and that aspersions were being cast upon my intentions, and that I wasn't pleased with it, and I was owed money, and my mother's estate was owed money, and I no longer trusted the players to protect the interests that had been --

You know, all of a sudden, in came

Helen, in came Brianna, and then in came Hilton, as the fifth child, so to speak, and all of a sudden, everybody had their hands in the till, and meanwhile, my mother's estate was owed money, I was owed money, and then people were, I thought, creating hazard for my father with respect to the Samuel Freeman Trust and his care, which was -- perhaps the people in charge of his healthcare had a great amount of money to gain at my father's demise, and my father started to feel that way as well, and he communicated that to me, and I was concerned.

Q. Were you concerned that Mr. Murray's 2005 will was not going to leave you the same amount as the prior wills?

A. I didn't care about leaving the same amount.

Q. What did you care about?

A. I cared about Hilton being vengeful regarding the Samuel Freeman Trust and other previous personal interactions and that he would try to sting me like a scorpion, which, indeed, I think he has.

Q. Anything else?

A. I suspected that as my father became

more ill, increasing amounts of property would be transferred using a power of attorney, and I believe that they were.

Q. Do you have any proof of that?

A. I only have records that I retrieved from Maryland right up until the day of my father's death, and, indeed, I was not necessarily wrong in my assumptions or suspicions.

Q. Do you still have copies of those documents?

A. Yes, I do. I turned them over to my attorneys.

Q. So it's your testimony that you were not concerned about what you would receive under the 2005 will. Your concern was over who would make decisions with regard to Mr. --

A. Who would make decisions and who had insinuated themselves into proportionate distributions and/or powers to distribute that were not in my father's historical interests.

Q. Did Ms. Flavin ever mention to you about Courtney claiming an interest as an heir in Mr. Murray's estate?

A. No. She said she would never claim her as an heir because she did not want her

exposed to Hilton.

Q. How old is Courtney now?

A. I believe she's 26.

Q. And do you know if Courtney knows that Mr. Murray is her father?

A. Courtney has been receiving documents that are legal documents, and she has asked her mother, and her mother told her that there was some suspicion that she may have been Bill's daughter because of the breakup she had with her father during a period of time, but that it's never gone any further, and Courtney is willing to accept that. She was very fond of my father and knew him as her godfather.

Q. Legal documents related to this litigation or something else?

A. Well, she received notices from the court, because she was listed as a possible heir, probably the probate court. I don't know. I have no idea. I don't know Courtney very well. I've met her twice.

Q. Courtney's living in --

A. Germany.

Q. Oh, that's right.

A. She's getting her biochemical PhD, or

something of that ilk.
Q. And where is Ms. Flavin these days?
A. She is somewhere in Germany.
MS. CRAIG: Let's take a few minutes.
MS. ENDEMANN: You've got about 15 minutes left.
MS. CRAIG: What's that?
MS. ENDEMANN: You've got about 15 minutes left.
MS. CRAIG: What, before Ms. Murray needs to leave?
MS. ENDEMANN: Uh-huh.
THE WITNESS: So why don't we finish up or --
MS. CRAIG: I just need a minute to kind of look over my notes.
THE WITNESS: Sure.
MS. CRAIG: If we don't finish, we'll just have to do it later.
THE VIDEOGRAPHER: We will now go off the record. The time is approximately 3:47 PM.
(A recess transpired.)
THE VIDEOGRAPHER: We are now back on the record. The time is approximately 3:55 PM.
(DFT. EXH. 8, 4/10/07 Letter to

Elizabeth Murray from Mr. Murray, Bates DIV744, was marked for identification.)
BY MS. CRAIG:
Q. Ms. Murray, with your lawyer's assistance, I think we've located a letter that you referenced from April 2007 that you contend shows that Mr. Murray continued paying you $3,000 not as an allowance, but as a gift and as reimbursement, and I'm going to show you what we've marked as Defendant's 8, and the date is April 10, 2007. Is that the letter you're referring to?
A. Yes, yes.
Q. And who drafted that letter?
A. I did, and my father made some changes.
Q. This is the -- earlier, I asked you who drafted the letter, and you said Hilton. You're now reviewing the document.
A. Oh, I said Hilton drafted it?
Q. Yes, ma'am.
A. I'm so sorry.
Q. It's okay. I just want to make sure we're certain as to who drafted the document.
A. Hilton drafted the four -- April 2000

document, not this letter.
Q. Okay. The one that's marked as Defendant's 8 was drafted by you?
A. Yes, yes.
Q. May I hold it for a second? We can look on it together.
A. Drafted meaning typed and instructions.
Q. Okay. And it says that those made prior to your attendance, so this is the New York School of Design, were and are to be credited towards various monies owed to you regarding The Inn at Quogue and the restaurant at the amount of $2,000 per month, as we had discussed, to cover advances of funds and purchases with respect to the inn and the restaurant. Is that right?
A. Right, that's correct.
Q. What funds did you advance to Mr. Murray?
A. The only funds that I advanced were to cover payrolls that were not funded.
Q. And where did you get the money to cover payroll?
A. From cash lines, advances on credit cards, cash that I had on hand. I would empty out

my coffers to cover the payroll checks, because it is a felony in New York City for an attorney or one of his businesses to issue unfunded payroll checks.
Q. How much money are we talking about to make payroll that you say that you loaned to Mr. Murray?
A. I loaned it to the business, essentially, but -- and covered -- and I would have to look at the original documents to get that.
Q. Do you remember approximately?
A. Several $12,500, $15,000. It was a lot of money.
Q. Okay. And this money that you say you paid for The Inn at Quogue, was that in 1999, 2000, 2001, or 2002?
A. 1999, 2000 -- really, after the summer of 1999 into 2000, 2001, perhaps.
Q. So what savings accounts did you have at that time that you could draw that kind of money from?
A. They were not savings accounts. They were money market accounts.
Q. Money market with what, with whom?

A. Chase. I think it was money market, resolving credit lines.
Q. With which bank?
A. Chase.
Q. Any other source -- what I want to know is all sources of money that you used to pay the payroll.
A. I would have to go back and look at the advances. I took an advance I think on a Discover card once. I would take advances on any amount of available credit to cover the payroll.
Q. Did you have a money market account?
A. It wasn't a money market account. It was a $25,000 line of credit. I had $8,000 at Discover. I had bits and pieces of other credit lines.
Q. The $25,000 line of credit, that was with Chase?
A. Chase.
Q. And then you said the advance with the Discover card. And what other sources did you draw from to pay these payroll --
A. I cannot give you that information until I reference the --
Q. What do you need to reference?

A. The breakout of the advances.
Q. Did you provide that in your creditor's claims?
A. Yes, I did. No. It was the disk attached to the creditor's claims.
Q. Let me show you what was filed with the probate court. Do any documents in there help you? As well as the petition for allowance of claim.
A. This was just -- this was just a summary, and then the CD was -- no. There was a CD attached that gave exacting information.
Q. So you contend that the CD says the sources of funds that you drew from to pay the payroll?
A. Absolutely, and I believe that Oana sent you my copy of the CD, which I believe is the original CD.
MS. CRAIG: Michelle, if you will respond to a discovery request on that, then we can probably conclude her deposition.
MS. ENDEMANN: Okay.
THE WITNESS: Oh, yeah. This just gave a very brief summary of -- summary of CD-ROM Excel schedule, and the CD-ROM was attached.

BY MS. CRAIG:
Q. But you can't tell me, without seeing the CD-ROM, but if you had the CD-ROM, you would be able to identify specifically all sources of money that you drew from to pay these payrolls?
A. Yes, although I later found out that they had been recorded in Hagerstown as advances against deposits for catering events, which really pissed me off.
Q. All I'm asking you is to identify the sources of income -- this will be the request for production interrogatory, the sources of --
A. And they were all done on Friday afternoons, late in the day, when everybody's check started bouncing. I'd get a call from Grace at Bank of New York saying: Liz, it's happening again. My payroll check bounced so many times, I can't even count it.
Q. But just so that I'm clear, it's your testimony that in the CD, that it identifies all sources of income which you drew from to pay the payroll which you advanced for The Inn at Quogue?
A. Not sources of income, sources of credit.
Q. Sources of credit. Is that right?

A. That's correct.
Q. Is this a summary?
A. It's one of the summaries that's color coded to show the interest rates of the various credit cards that were being used.
Q. So can you look at that and tell me if there's any other credit, other than the Discover card and the $25,000 line of credit?
A. This be appears to only be 1999.
MS. CRAIG: Michelle, can we agree that you'll provide that information to us?
MS. ENDEMANN: Yeah.
MS. CRAIG: Those are all the questions I have. Thank you very much, ma'am.
THE WITNESS: Thank you.
THE VIDEOGRAPHER: This concludes the video deposition of Elizabeth Murray. The time is approximately 4:03 PM. We are now off the record.
(The deposition was concluded.)

SIGNATURE OF DEPONENT
DEPONENT: ELIZABETH E. MURRAY
DEPOSITION DATE: MARCH 25, 2015
REPORTER: MARIE H. BRUEGGER
CASE CAPTION: IN RE: ESTATE OF WILLIAM MURRAY

(Please return both Signature of Deponent pages)

I, the undersigned, ELIZABETH E. MURRAY, do hereby certify that I have read the foregoing deposition and find it to be a true and accurate transcription of my testimony, with the following corrections, if any:

PAGE LINE CHANGE REASON

SIGNATURE OF DEPONENT (CONTINUED)
DEPOSITION DATE: MARCH 25, 2015
REPORTER: MARIE H. BRUEGGER
CASE CAPTION: IN RE: ESTATE OF WILLIAM MURRAY

PAGE LINE CHANGE REASON

ELIZABETH E. MURRAY Date

I, Marie H. Bruegger, Notary Public for the State of South Carolina at Large, do hereby certify that the deponent was advised of his or her right to read and sign said deposition both verbally and in writing. If the deponent fails to execute and return foregoing Signature of Deponent pages within the thirty (30) days allowed pursuant to the Rules of Civil Procedure, the original transcript may be filed with the court.

Marie H. Bruegger, RPR, CRR
My commission expires
April 18, 2021

CERTIFICATE OF REPORTER

I, Marie H. Bruegger, Registered Professional Reporter, Certified Realtime Reporter, and Notary Public for the State of South Carolina at Large, do hereby certify that the foregoing transcript is a true, accurate, and complete record.

I further certify that I am neither related to nor counsel for any party to the cause pending or interested in the events thereof.

Witness my hand, I have hereunto affixed my official seal this 1st day of April, 2015, at Charleston, Charleston County, South Carolina.

Marie H. Bruegger
Registered Professional
Reporter, CCR
My commission expires
April 18, 2021

INDEX

	Page/Line
STIPULATION	4 1
ELIZABETH E. MURRAY	5 15
EXAMINATION BY MS. CRAIG	5 19
SIGNATURE OF DEPONENT	229 1
CERTIFICATE OF REPORTER	231 1

REQUESTED INFORMATION INDEX

	Page/Line
List of Assets of Minnie Holmes Trust	42 15

EXHIBITS

	Page/Line
DFT. EXH. 1, Statement of Creditor's Claim	67 19
DFT. EXH. 2, Petition for Allowance of Claim	67 21
DFT. EXH. 3, 2/9/06 Letter to Mr. Murray from Elizabeth Murray	67 23
DFT. EXH. 4, 8/20/90 Letter to Thomas Berner from Gail Margolies Reid with Attached Release and Discharge of Administratrix, Bates EEM4396 through 4401	34 22

	Page/Line	
DFT. EXH. 5, Statement of Net Worth, Bates DIV2780 through 2799	52	7
DFT. EXH. 6, 2/23/09 Letter to George Kefalos from Dana Flavin with Attachment, Bates FLAVIN12 through 15	98	12
DFT. EXH. 7, 12/15/06 Letter to Mr. Murray from Elizabeth Murray	126	8
DFT. EXH. 8, 4/10/07 Letter to Elizabeth Murray from Mr. Murray, Bates DIV744	221	25

George J. Kefalos P.A.
ATTORNEYS AT LAW

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June 27, 2018

VIA EMAIL: jmccoyj@sccourts.org & jmccoyjlc@sccourts.org
The Honorable Jennifer B. McCoy
100 Broad Street, Suite 348
Charleston, SC 29401

Re: Estate of William E. Murray
CA: 2007-ES-10-01116

Dear Judge McCoy,

I am writing to provide supplemental authority as to the renewal of the debt the Estate of William E. Murray owes to Minnie Murray's Estate.

At the hearing, counsel for the Estate of William E. Murray took the position that South Carolina Law applies to enforcement of the note, particularly the issue of the statute of limitations. This is not so. The Note is governed on its face by Georgia law (I've enclosed a copy of the page including law governing the Note), something the Estate has conceded on the record[1].

While Appellant believes the acknowledgement signed by Mr. Murray meets the "clear and explicit" and "unqualified and unequivocal" standard set by South Carolina[2], the note and the renewal are actually governed by Georgia law, which has a slightly different standard. Under Georgia law, an acknowledgment of the debt in writing is equivalent to a new promise to pay *Middlebrooks v. Cabaniss*, 193 Ga. 764, 767, 20 S.E.2d 10, 12, aff'd, 194 Ga. 26, 20 S.E.2d 574 (1942) (Appellant's Brief, pp 12). All the law requires is that the debt be reasonably identified in the writing. In *Williams v. Am. Sur. Co.*, 86 Ga. App. 533, 535, 71 S.E.2d 714, 717 (1952), the Court held that:

[1] See for example the Estate's Memorandum in Support of its Motion for Summary Judgment - Supplemental Record on Appeal, pp Murray 000581. The Estate correctly identified Georgia law as the applicable law to any dispute.
[2] See Hill v. Hill 51 SC 134 (1897) holding letters by a debtor, acknowledging that a note is due, but not expressing any intent not to pay it, are a sufficient written acknowledgment of a continuing contract, within Code, § 131 (See Code 1942, § 368), to remove the bar of limitations, though they express an expectation to pay from the proceeds of sale of certain property, but do not contain an unconditional promise to pay. (emphasis added)

The rule as to the evidential value of letters relied on to create a new promise to pay an indebtedness otherwise barred by the statute of limitations is as follows: "Where letters acknowledged to have been written by the defendant are relied on to create a new promise to pay an existing open account (a promissory note not under seal in the instant case) which on its face is barred by the statute of limitations, such letters must, to have such effect, with reasonable certainty, of themselves **connect the debt with the promise, and sufficiently identify the debt**. By their words they must acknowledge the particular debt as an existing liability, in order to remove the bar of the statute. *Id.* (emphasis added)

The law in Georgia is clear that it is not necessary that the party should "express himself willing and liable to pay… A promise is implied from an acknowledgement that a particular debt is still due" *Nat'l City Bank of Rome v. First Nat. Bank of Birmingham, Ala.*, 193 Ga. 477, 484, 19 S.E.2d 19, 24 (1942)

Here, there is no dispute that William E. Murray acknowledged that the debt was still due at the time he signed the letter in February 2006. The letter included the Note and a spreadsheet detailing the interest accrued. The letter clearly and explicitly identified the acknowledged debt, thus unequivocally renewing the debt under either South Carolina or Georgia law. I enclose copies of the *Hill* and *Williams* cases for your convenience.

GEORGE J. KEFALOS, P.A.

Very truly yours,

s/George Kefalos

George J. Kefalos

GJK/pes

Cc: All Counsel of Record
Elizabeth Murray (via e-mail)

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:

Witness (SEAL)

William Edwards Murray (SEAL)
William Edwards Murray

DAUGHTERS, both individually and as heirs of their mother Minnie Holmes Murray:

Witness (SEAL)

Pamela Holmes Murray Smith (SEAL)
Pamela Holmes Murray Smith

Witness (SEAL)

Elizabeth Edwards Murray (SEAL)
Elizabeth Edwards Murray
(and as Administratrix DBN of the Estate of Minnie Holmes Murray)

Witness (SEAL)

Catherine Peronneau Murray-Smith (SEAL)
Catherine Peronneau Murray-Smith

EEM006034

51 S.C. 134
Supreme Court of South Carolina.

HILL et al.
v.
HILL.

Nov. 22, 1897.

Synopsis
Appeal from common pleas circuit court of Spartanburg county; W. C. Benet, Judge.

Action by W. A. Hill and another, administrators of the estate of J. L. Hill, deceased, against W. C. Hill. From a judgment for plaintiffs, defendant appeals. Affirmed.

West Headnotes (7)

[1] **Pretrial Procedure**
Motion and Proceedings Thereon

It was not an abuse of discretion to refuse a continuance on the ground that another action was pending for the same cause of action in another state, where the court was not requested to grant it until after the jury were impaneled.

4 Cases that cite this headnote

[2] **Executors and Administrators**
Recovery and protection of property of estate in general

Where a decree showed that there was a final settlement of an estate, and that a note executed in favor of decedent belonged to the heirs, but a subsequent order showed that such settlement was not agreed upon by one certain heir, to whom leave was granted to meet the administrators before the court, and correct errors in the former settlement, the administrators may sue on said note for the benefit of those interested, in view of Code, § 134 (See Code 1942, § 399), providing, "An executor or administrator * * * may sue without joining with him the person for whose benefit the action is prosecuted.".

Cases that cite this headnote

[3] **Limitation of Actions**
Persons to whom made

Letters may constitute a written acknowledgment of a debt due an estate, though addressed to the administrators as individuals, or though addressed to only one of two administrators.

2 Cases that cite this headnote

[4] **Limitation of Actions**
Qualifications and Conditions

Letters by a debtor, acknowledging that a note is due, but not expressing any intent not to pay it, are a sufficient written acknowledgment of a continuing contract, within Code, § 131 (See Code 1942, § 368), to remove the bar of limitations, though they express an expectation to pay from the proceeds of sale of certain property, but do not contain an unconditional promise to pay.

2 Cases that cite this headnote

[5] **Pleading**
Application and proceedings thereon

Where a first cause of action was upon a note, and the second cause of action was upon a debt evidenced by the same note, and the promise to pay implied by payments and written acknowledgments, and plaintiff elected to proceed upon the second cause of action, it was not error to allow the allegations of the complaint to remain unchanged, as it amounted to an amendment of the allegations of the second cause of action by the insertion of a copy of the note set out in the allegations of the first cause of action.

Cases that cite this headnote

[6] **Appeal and Error**
Admission of Evidence

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Appeal and Error

Relevancy, competency, and materiality of evidence in general

The admission of evidence which is merely immaterial, and not prejudicial, is not reversible error.

Cases that cite this headnote

[7] **Abatement and Revival**

Court of different state or country

The pendency of an action in a foreign jurisdiction cannot, as a general rule, be pleaded in abatement.

6 Cases that cite this headnote

Attorneys and Law Firms

*310 Duncan & Sanders and R. D. Gilmer, for appellant.

R. K. Carson and Bomar & Simpson, for respondents.

Opinion

JONES, J.

This action, commenced June 21, 1894, was to recover a debt originally evidenced by a promissory note executed by the defendant to the plaintiffs' intestate, J. L. Hill, April 27, 1885, for $3,915.86, payable one day after its date. The complaint declared on the note, credited February 18, 1888, with two credits, aggregating $587.94, as a first cause of action, and, as a second cause of action, alleged (1) the execution of the note; (2) the payments, aggregating $587.94, February 18, 1888, and the promise by defendant to pay plaintiffs' intestate the said indebtedness; (3) written acknowledgment and promise to pay said debt made in 1891 by defendant to plaintiffs; (4) the death of J. L. Hill, the payee named in the note, and the appointment and qualification of plaintiffs as his administrators; (5) that defendant was absent from the state when the cause of action accrued, and did not return to the state until in June, 1894; (6) that no part of said note had been paid, except the sums aforesaid; (7) that plaintiffs are the owners of the note. The answer admitted the execution of the note, denying all other allegations, and set up three defenses: (1) That plaintiffs, as administrators, were not the owners of the note, and not entitled to sue; (2) that the right to sue in this state is barred by the pendency of another suit in the state of North Carolina on this same note by the administrator of J. L. Hill appointed in North Carolina; (3) the statute of limitations. From the judgment entered on the verdict in favor of plaintiffs, the defendant appeals, on numerous grounds. These we will not attempt to consider in detail, but will, under general heads, substantially cover the material questions presented.

1. The Motion for Continuance. There was no error in the refusal of the motion for continuance. Such motions, as we have often held, are addressed to the discretion of the trial judge, and his decision thereon will not be interfered with by this court, unless in a clear case of abuse of discretion. The ground of the motion in this case was the pendency of another action between the same parties, for the same cause of action, in North Carolina. The motion was made after the defendant had announced himself ready for trial, and after the jury had been impaneled. While it was within the discretion of the circuit judge to continue a case on the ground named (1 Enc. Pl. & Prac. 770), he did not abuse that discretion in refusing to continue.

2. In this connection we will consider the grounds of appeal based upon the ruling and charge of the judge excluding from the consideration of the jury the record in the action alleged as pending in the courts of North Carolina. It seems that an appeal was pending from a judgment of nonsuit against Wells, the North Carolina administrator of J. L. Hill, deceased. It is a general rule that the pendency of a former suit between the same parties for the same cause and relief is a ground for abatement of a subsequent suit, but it is a well-established doctrine that the pendency of another suit in a foreign jurisdiction cannot be pleaded in the domestic forum, and that in the application of this rule the states of the Union are foreign to one another. 1 Enc. Pl. & Prac. 764; 1 Cent. Dig. 90; Smith v. Lathrop, 44 Pa. St. 326, 84 Am. Dec. 448, and note at page 456; West v. McConnell, 5 La. 428, 25 Am. Dec. 191, and note at page 195; Douglass v. Insurance Co., 138 N. Y. 209, 33 N. E. 938. As early as 1825, in the case of Chatzel v. Bolton, 3 McCord, 33, the supreme court of this state said, "There can be no doubt that the pendency of a suit in another state is no reason, of itself, for the delay of a cause in this." It follows that there was no error in excluding evidence of such action from the jury, and in refusing to charge in reference to the effect of the pendency of such suit. The matter was

wholly irrelevant. Section 165, subd. 3, of the Code of Civil Procedure, which provides as a ground of demurrer "that there is another action pending between the same parties for the same cause," does not relate to actions pending in a foreign state, but to actions pending within this state. This is the general construction put upon this section elsewhere, and it is so held in North Carolina, where the alleged action is pending. Sloan v. McDowell, 75 N. C. 29. The foregoing will dispose of all exceptions relating to the second defense.

3. The Motion for Nonsuit. This motion was made on the ground that the record in the office of probate judge, introduced in evidence, showed a final settlement of the estate of J. L. Hill, deceased, and that the note in suit is not the property of the administrators, but belongs to the heirs at law. It did appear in evidence that there was what purported to be a final settlement of the estate of J. L. Hill, between the administrators and the heirs at law, under a decree of the probate court dated April 13, 1893, wherein it was ordered, by consent of all parties represented before the court, that the uncollected notes and accounts (including the note in suit) should be turned over to the heirs, "as joint owners, according to their respective interests, under the statute of distribution, and they also consent that the administrators be discharged from responsibility therefor." But it also appeared that subsequent to this, on May 14, 1894, on the application of one of the heirs (Mrs. Hunter), the probate court made an order reciting that "the petitioner had no notice of the time appointed for the settlement, and was not present at the same, and was not represented either in person *311 or by attorney, and she has not since consented to said settlement"; and the court decreed that the administrators "appear within twelve days from the date of this decree, or at some time in the near future, to be fixed by the court, and make a full showing of their actings and doings as administrators of J. L. Hill, deceased, so, if there was any mistake or fraud in the return and settlement heretofore made, the same may be corrected, so far as Mrs. Hunter is concerned, at least, and that in the meantime the decree heretofore rendered, and proceedings subsequent thereto, stand unreversed. It is further ordered that the leave granted Mrs. Hunter to be permitted to meet the administrators before this court, and correct any errors in the former settlement, if any there be (as to which nothing is decided now), is not extended to any of the other parties. As to all such parties, the former decree is final and conclusive." So far as appears, nothing further was done in this matter. It is clear, then, that the proceedings in the probate court do not show that plaintiffs, as administrators, have lost all interest in, or right to collect, said note. But, besides this, there is no doubt that at one time the plaintiffs, as administrators, were the legal owners of this note; and, even conceding that there had been a settlement by which the note was to be turned over to the heirs or distributees, the administrators could still maintain this action for the benefit of those interested. Section 134 of the Code provides, "An executor or administrator *** may sue without joining with him the person for whose benefit the action is prosecuted." See Carroll v. Still, 13 S. C. 432. The motion for nonsuit, therefore, was properly overruled. In view of the above, we must also overrule all exceptions relating to the right of the plaintiffs to maintain this action, and this disposes of all grounds relating to defendant's first defense.

4. Exceptions Relating to Defendant's Third Defense, the Statute of Limitations. The main questions presented under this head relate to the introduction in evidence, and the effect, of certain letters offered in evidence by plaintiffs. The first letter is as follows: "Crabtree, N. C., April 16, 1891. B. F. Hill—Sir: I wrote you a note some time ago, and requested you to let me hear from you about the note that you have placed in the hands of a lawyer for collection. I think that I can make the matter all right, without you bringing suit for your money. I have a good prospect of selling some mineral land this spring, and, if I do, I will have the means to settle off my note without any trouble. I am corresponding with two large syndicates about the tract. Write me at once. I have been sick for ten weeks, but will be down as soon as I get straight. Yours, truly, W. C. Hill." The second letter is as follows: "Crabtree, May 6th, 1891. B. F. Hill—Dear Sir: Yours of 22nd April at hand, and will say, in reply, if you and Wm. Hill satisfy the balance of the heirs, and trade for their interest in the note due the estate, it will oblige me very much, and save me cost and trouble. I have at all times been willing to secure the debt with mortgage or otherwise, so as not to expose my property to public sale. I will have to sell some real estate to get the money, anyway, and think it will bring more to sell it private. I can pay you now $3,000 or more in good paper, with interest; the notes not due yet, but have lands for security. If you will get up the rest of the claim, I will pay you and Wm. (8) eight per cent. on the same. [Then follow statements as to his negotiating with certain parties for the sale of land]. You will please write to Mr. Carson, and advise him on the matter. Yours, truly, W. C. Hill. P. S. Write soon." The

third letter is as follows: "Crabtree, N. C., July 27th, 1891. Mr. W. A. & B. F. Hill—I understand that Mr. Carson would be up soon,—I presume, to bring action against me concerning my indebtedness. If it will suit you, I will give you notes for the whole amount I owe the estate at any time you and Ben may come up. I do not want to put my property up at force sale, for it would not bring half its value for cash. I learned that you appraised my note doubtful, but I assure you that I can pay dollar for dollar. I can give you good notes, with real-estate securities. The real estate stands good for the debt until paid, with interest from date. I will turn the notes over to you, and you can put them to my credit when collected. I am confident that it was through my help that your father was successful. See Ben, and write me right away. It will be a great deal more satisfactory to me in that way than to send Mr. Carson to see me. I can, any day you and Ben may come, give you these notes, as I write. Answer at once. W. C. Hill." The fourth letter is as follows: "Crabtree, N. C., August 3rd, 1891. Mr. W. A. Hill, Enoree, S. C.: Yours of 29th to hand. In reply, will say that I will not give you any mortgage. I will secure you as I wrote you. I have notes that will pay every dollar that I owe, with land securities. If that will not satisfy, you can send Mr. Carson, or any lawyer you may wish. I presume you did not give very much for my note, as you appraised my note doubtful. But do not understand me to say that I do not mean to pay, for I expect to pay every dollar of it. If you will only give me time, I will, at any time you or Ben may come, will turn the notes over to you for the full amount of my note, to be credited on my note. I do not think it will do any good for you to send a lawyer to me, as I will not do any more than I have proposed to do. I have disposed of my property that I offered Ben, and have got only notes to secure you with now. Show this letter, and also the other I wrote you, to Ben, and see what he may say, and write me at once. Yours, W. C. Hill." These letters were properly admitted in evidence on the proof made, that W. C. Hill acknowledged that he had caused them to be written for himself. The ***312** fact that two of them were addressed to B. F. Hill, one to W. A. Hill, and one to W. A. & B. F. Hill, without designating them as administrators of J. L. Hill, was not good ground for excluding them from evidence. Under the facts in evidence, W. A. Hill and B. F. Hill were not strangers without interest in the note referred to, whether as administrators or heirs of J. L. Hill. It is further contended that the letters were not unconditional promises to pay. Section 131 of the Code provides that "no acknowledgment or promise shall be sufficient evidence of a new or continuing contract whereby to take the case out of the operation of this title, unless the same be contained in some writing signed by the party to be charged thereby, but payment of any part of principal of interest is equivalent to a promise in writing." In Estes v. Woods, 21 S. C. 600, it is decided that this provision has reference only to the evidence necessary to establish an acknowledgment or new promise, but does not change the pre-existing law as to what acknowledgment will continue a debt barred, or what new promises will create a new contract. The pre-existing law was expressed in Young v. Monpoey, 2 Bailey, 278, and in Park v. Brooks, 38 S. C. 306, 17 S. E. 22, to be that while a mere acknowledgment of a subsisting indebtedness was sufficient to imply a promise to pay the same, if such acknowledgment was made before the statutory period had run out, but after such period had expired, there must be either an express promise to pay, or such unqualified and unequivocal admission that the debt is still due, unaccompanied by any expression indicative of an intention not to pay, as would imply a promise to pay. Section 131, supra, requires the evidence of this admission or promise to be in writing. These letters fill the above requirement, in being at least "an unqualified and unequivocal admission that a debt is still due, unaccompanied by any expression indicative of an intention not to pay, as would imply a promise to pay." It will be noted, also, that the first letter, dated April 16, 1891, was written before the expiration of six years from the maturity of the note, in which case a mere acknowledgment of the debt in writing is sufficient. It was not only the right, but the duty of the circuit judge to construe these letters as documentary evidence; and he committed no error in charging the jury that in these writings W. C. Hill did make a written acknowledgment of a debt sufficient to take the debt out of the bar of the statute. It was left to the jury to determine the identity of the debt or note referred to in the letters with the note in suit, and in this there was no error. "Whether an instrument purporting to be an acknowledgment of a debt is sufficient to take it out of the bar of the statute of limitations is a question for the court, but whether the debt sued for is the one acknowledged is a question for the jury." 1 Thomp. Trials, § 1268.

5. The circuit court, on motion of defendant, required plaintiffs to elect upon which cause of action they would go to trial, and, upon plaintiffs' electing to proceed on the second cause of action as alleged in the complaint, further ordered that the allegations of the complaint be allowed to remain unchanged, but that no proof be adduced

excepting such as would purport to establish the second cause of action. Appellant complains that there was error in allowing the allegations of the complaint to remain unchanged after plaintiffs had elected under the order of the court. We see no error in this. If any error was committed, it was in requiring plaintiffs to elect at all. Both alleged cause of action were for the same debt,—in one cause, evidenced by the note, simply; in the other, by the note, the promise to pay implied from the payments, and the written acknowledgments by the letters. But, be this as it may, the allowing of the allegations in the first cause to remain amounted to nothing more than to allow the allegations of the second cause of action to be amended by the insertion therein of the copy of the note declared on, the execution of which was admitted in the answer, because every allegation except the copy of the note contained in the first cause of action is contained in the second cause of action. To repeat, the second cause of action was upon the note and the acknowledgments or new promises, and not simply upon new promises. Under the second cause of action, evidence of the indorsement of credits on the note was perfectly competent; but, in view of the fact that the credits were indorsed more than six years before the action was commenced, we do not see how the proof of such credits, if incompetent, could harm the defendant, since they would simply go to reduce the claim sought to be established against him. It follows, also, that exceptions to the charge of the judge touching the effect of such credit in operating to prevent the bar of the statute until six years thereafter cannot be sustained.

Without going into fuller consideration of the many grounds of appeal, we deem it sufficient to say that, upon a careful consideration of the grounds presented, we find nothing in the record which would justify a reversal of the judgment below. The judgment of the circuit court is affirmed.

All Citations

51 S.C. 134, 28 S.E. 309

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86 Ga.App. 533
Court of Appeals of Georgia, Division No. 1.

WILLIAMS
v.
AMERICAN SURETY CO.

No. 34118.
|
July 16, 1952.

Synopsis

Action by American Surety Company against Jessie L. Williams on a contract of indemnity. The Superior Court, DeKalb County, Clarence Vaughn, J., overruled defendant's demurrers to complaint, and defendant excepted. The Court of Appeals, Worrill, J., held that letters from defendant to plaintiff constituted sufficient acknowledgment to pay existing indebtedness so as to remove bar of statute of limitations.

Judgment affirmed.

West Headnotes (8)

[1] **Limitation of Actions**
Identity of Debt

Provision in statute of frauds for revival of debt barred by statute of limitations by new written promise to pay, or by written acknowledgment of debt as an existing liability signed by promisor in itself, requires that the new promise or acknowledgment should furnish identification of, or means for identifying, the debt. Code, § 20-401(6).

Cases that cite this headnote

[2] **Limitation of Actions**
Parol Evidence

To revive debt barred by statute of limitations by new written promise to pay, or by written acknowledgment of debt as an existing liability, the debt may be identified by extrinsic evidence if the written promise furnishes a key to such identification. Code, § 20-401(6).

Cases that cite this headnote

[3] **Limitation of Actions**
Essential Elements in General

Where letters acknowledged to have been written by defendant are relied on to create new promise to pay debt otherwise barred by statute of limitations the letters must connect the debt with the promise, sufficiently identify the debt, and acknowledge the debt as an existing liability. Code, § 20-401(6).

Cases that cite this headnote

[4] **Limitation of Actions**
Parol Evidence

Extrinsic evidence may be used to show whether letters, relied on to show new promise to pay debt otherwise barred by statute of limitations, show an acknowledgment of the debt. Code, § 20-401(6).

Cases that cite this headnote

[5] **Limitation of Actions**
Acknowledgment or New Promise

In establishing new promise to pay debt otherwise barred by the statute of limitations, letters written by debtor referring to letter written by creditor requesting payment of debt are admissible to establish the debt. Code, § 20-401(6).

Cases that cite this headnote

[6] **Evidence**
Letters and Telegrams

Where letters written by debtor referring to letters written by creditor requesting payment of debt are not procurable, secondary evidence is admissible to establish that letters contained a new promise to pay the debt or on acknowledgment to pay an existing debt otherwise barred by statute of limitations. Code, § 20-401(6).

Cases that cite this headnote

[7] **Limitation of Actions**
Sufficiency of Writing or Signature

Where new promise to pay debt barred by statute of limitations is evidenced by letters, all letters relating to the indebtedness, though they are separated by a considerable period of time, may be taken into consideration in determining whether a new promise to pay or an acknowledgment of debt as existing liability was made. Code, § 20-401(6).

Cases that cite this headnote

[8] **Limitation of Actions**
Identity of Debt

Where letter from insurance company to debtor recited that debtor owed $4,131.96 on his account, and letter from debtor in referring to letter from insurance company stated that debtor would forward May payment by middle of May and soon could reduce the debt to $3,000, debtor's letter sufficiently identified the debt and constituted acknowledgment of the debt sufficient to remove the bar of the statute of limitations. Code, § 20-401(6).

Cases that cite this headnote

**715 *Syllabus by the Court.*

*533 The rules as to the evidential value of letters relied on to create a new promise to pay an indebtedness otherwise barred by the statute of limitations is as follows: Where letters acknowledged to have been written by the defendant are relied on to create a new promise to pay an existing account which on its face is barred by the statute of limitations, such letters must, to have such effect, with reasonable certainty, of themselves connect the debt with the promise, and sufficiently identify the debt. By their words they must acknowledge the particular debt as an existing liability, in order to remove the bar of the statute. Whether or not such letters of themselves show an acknowledgement of the debt sued on may, however, be determined by aliunde proof. It has been decided that letters written by a creditor, requesting payment, and referred to in letters written by the debtor in reply thereto, are, to the extent that they make intelligible the letters of the latter, a part of such letters, and in connection therewith are admissible in evidence, and that it is competent to prove the contents of such letters by secondary evidence where the originals are not procurable. **716 And in several cases it has been held that a chain of letters from the debtor to the creditor may be introduced in evidence to show an acknowledgment in accord with the statutory provision. When the promise is evidenced by letters, all of the letters relating to the debt, although they are separated by a considerable period of time, may be taken into consideration in determining whether a new promise was made and whether that promise was unconditional. A debtor's letter is to be construed in connection with the creditor's letter to which it is a reply, and indefiniteness of a letter in identifying the debt referred to may be removed by oral testimony that it was written in answer to a letter from the creditor which identified the debt, although several letters containing detached statements which, all together, do not constitute a definite acknowledgment, are no doubt insufficient. This rule is stated in the case of Martin v. Mayer, 63 Ga.App. 387, 401, 402, 11 S.E.2d 218. Accordingly the court did not err in overruling the demurrers to the petition.

American Surety Company sued Jessie L. Williams in the Superior Court of DeKalb County on a contract which was signed on November 19, 1931, attached to the plaintiff's petition as Exhibit A. The contract is not under seal. The plaintiff and the defendant contracted to indemnify the Equitable Life Assurance Society, of which the defendant was an employee, for such amount up to the limit of the bond as the society might lose by the defalcation of the defendant. The defendant filed general and special demurrers to the plaintiff's petition. The *534 general demurrer was on the ground that the petition showed on its face that the action sued on, based on said contract, was barred by the statute of limitations. Thereafter, the plaintiff amended its petition, and attached thereto letters, marked Exhibits B and C, and alleged that the letter marked Exhibit C acknowledged and promised to pay a debt to the American Surety Company, that it was in response to the letter attached as Exhibit B, and also that it constituted a new promise to pay and an acknowledgment of the indebtedness set out, all in accordance with Code, § 3-901. The defendant

renewed his demurrers to the petition as amended and further demurrer on the ground that the letters alleged to be a new promise, were not a new promise to pay a debt accruing under the contract sued on, and that the new promise attempting to be set out does not refer to the contract attached to the plaintiff's petition, or to any contract, and further that Exhibit C as set forth is vague, and indefinite in that it does not sufficiently identify the debt, nor connect the debt with the promise to pay, and on the further ground that Exhibit C does not distinctly identify the debt sought to be taken without the bar of the statute, and is not a new promise to pay. The demurrers were overruled. To this judgment the defendant excepted.

Attorneys and Law Firms

Cobb & Cobb, W. Harvey Armistead, Decatur, for plaintiff in error.

Randolph Hayes, John E. Dougherty, Attlanta, for defendant in error.

Opinion

WORRILL, Judge (after stating the foregoing facts).

[1] [2] [3] [4] [5] [6] [7] 1. 'Under the statute of frauds any promise to revive a debt barred by a statute of limitation must be in writing and signed by the promisor or some person lawfully authorized by him. Code, § 20-401(6). This without more would require that the debt be identified, and that the new promise or acknowledgment should itself furnish the identification, or afford the means therefor. Gartrell v. Linn, 79 Ga. 700(2), 4 S.E. 918; Slack v. Sexton, 113 Ga. 617, 38 S.E. 946; Duke v. Lynch, 56 Ga.App. 331, 192 S.E. 535. But as in a contract for the sale of land, if the writing supplies a key by which the subject matter may be identified with the aid of extrinsic evidence, it is in this respect a sufficient compliance with the statute. Compare Swint v. Swint, 147 Ga. 467(2), 94 S.E. 571; Smith v. Federal Land Bank of Columbia, 181 Ga. 1(2), 3, 181 S.E. 149.' *535 National City Bank of Rome v. First National Bank of Birmingham, 193 Ga. 477, 484, 19 S.E.2d 19, 24. In **717 Martin v. Mayer, 63 Ga.App. 387, at pages 401, 402, 11 S.E.2d 218, 228, it is held: 'The rule as to the evidential value of letters relied on to create a new promise to pay an indebtedness otherwise barred by the statute of limitations is as follows: "Where letters acknowledged to have been written by the defendant are relied on to create a new promise to pay an existing open account (a promissory note not under seal in the instant case) which on its face is barred by the statute of limitations, such letters must, to have such effect, with reasonable certainty, of themselves connect the debt with the promise, and sufficiently identify the debt. By their words they must acknowledge the particular debt as an existing liability, in order to remove the bar of the statute." Duke v. Lynch, 56 Ga.App. 331, 192 S.E. 335, et cit. Whether or not such letters of themselves shown an acknowledgment of the debt sued on may, however, be determined by aliunde proof. 'It has been decided that letters written by a creditor, requesting payment and referred to in letters written by the debtor in reply thereto, are, to the extent that they make intelligible the letters of the former [latter?] a part of such letters, and in connection therewith are admissible in evidence and that it is competent to prove the contents of such letters by secondary evidence where the originals are not procurable. And in several cases it has been held that a chain of letters from the debtor to the creditor may be introduced in evidence to show an acknowledgment in accord with the statutory provision.' 17 R.C.L. 892, § 250. 'When the promise is evidenced by letters, all of the letters relating to the debt, although they are separated by a considerable period of time, may be taken into consideration in determining whether a new promise was made and whether that promise was unconditional. A debtor's letter is to be construed in connection with the creditor's letter to which it is a reply, and indefiniteness of a letter in identifying the debt referred to may be removed by oral testimony that it was written in answer to a letter from the creditor which identified the debt, although several letters containing detached statements which, all together, do not constitute a definite acknowledgment, are no doubt insufficient.' 37 C.J. 1127, § 604.' Martin v. Mayer, 63 Ga.App. 387, 401, 402, 11 S.E.2d 218. 'While a written acknowledgment of an existing *536 liability is equivalent to a new promise to pay, and, like such a promise, will renew a right of action already barred by the statute of limitations, or create a new point of departure for the running of the statute, such an acknowledgment must meet two requirements: that it shall in legal effect have been made by the debtor to the creditor, and that it shall sufficiently identify the debt or afford a means of identification with reasonable certainty.' Middlebrooks v. Cabaniss, 193 Ga. 764(1), 20 S.E.2d 10, 11.

[8] The letters attached as Exhibits B and C are as follows:

Exhibit B:
'April 17, 1946

'Mr. J. L. Williams

'140 Lakewood Terrace,

'Decatur, Ga.,

'Dear Mr. Williams:

'Attached you will find premium notice from the Mutual Benefit Life Insurance Company on policy 1382271-72 due May 4th, for $6.47 each. Please see that these premiums are paid in due time.

'I have received a very strong letter from our New York office complaining that our claim payment to the Equitable Life on your account, amounted to $4,776.96. That up to this time you have repaid to us a total of $645, leaving an unpaid balance on the principal of $4,131.96. They have obtained a credit report on you which indicates that your annual income and your personal and real estate holding are such that you could take up again regular payments on this obligation. So that they have insisted, or rather instructed me that unless you can and do make some immediate arrangements which will be satisfactory to us toward the liquidation of this obligation, your matter must be put into the hands of our attorneys for suit. I don't want to cause you any extra and unnecessary expense, but we feel that we have been patient in this matter long enough and are entitled to better consideration from you than we have been receiving.

**718 I must ask that you give this matter attention at once.

'Your very truly,

'W. A. Baughn, Inspector.'

*537 Exhibit C:
'4-22-46

'Dear Mr. Baughn:

'Reference is made to your letters of $^{3}/_{26}$th and $^{4}/_{17}$. It has been my intention to answer your letter of $^{3}/_{26}$ but I have been sick for one year and half. I have been under weekly care of doctors for this period. My doctors bills are $35 per mo. now.

'Until last two weeks, at which time we got 24¢ per hour raise I was not making a living, since I have been out here. I have paid out over $1000 in funeral expenses.

'You did not recognize that I have paid $750 to keep up the life insurance securing your claim.

'By middle of May I will send you a payment for May. If I do get a permanent appointment here I can in short order reduce this debt to $3000 which will put the indebtedness where the insurance will clear balance. I think July 1st will know more about this.

'*Please understand* I am making the above statement only because I want to do and not because of any fear of suit or the effects. Your credit report is incorrect in some of its statements, if as you report. I lost another $1000 last year on account of illness. I have had bad luck but am trying to do best I can. I could go into great length in explaining but I learned long ago it does not do any good. Money is all that counts and unless you have it to pay-say very little. If I do not hear from you I presume it is satisfactory to send payment in and go ahead and pay insurance premium again.

'Yours truly,

'/S/ Jesse L. Williams'

The letter marked and attached as Exhibit B, taken in conjunction with the letter marked and attached as Exhibit C, and to which Exhibit C specifically refers, sufficiently identifies the debt sued upon to remove the bar of the statute of limitations. Accordingly, the court did not err in overruling the demurrers.

Judgment affirmed.

SUTTON, C. J., and FELTON, J., concur.

All Citations

86 Ga.App. 533, 71 S.E.2d 714

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July 16, 2018

VIA U.S. MAIL & E-MAIL
The Honorable Jennifer B. McCoy
100 Broad Street, Suite 348
Charleston, SC 29401

Re: Elizabeth Murray as Personal Representative of the Estate of Minnie H. Murray and Elizabeth Stylesetters v. The Estate of William E. Murray
C/A No. 2017-CP-10-5198, Charleston CP
HLF File No. 156.000

Dear Judge McCoy:

The parties in the above-referenced probate appeal appeared before the Court for oral argument on June 19, 2018. By letter of June 27, 2018, Counsel for the Appellants is attempting to submit "supplemental authority" regarding the renewal of the expired debt claimed by the Estate of Minnie Murray. However, in substance, the Appellant Estate of Minnie Murray is attempting to raise a new issue on appeal challenging the Probate Court's application of South Carolina law on this issue by asserting that the choice of law provision in the 1980 agreement requires application of Georgia law. We are submitting this letter in response to point out several matters in regards to the faulty analysis in the Appellant's arguments.

First, the Appellant has not preserved this choice of law issue for appellate review. One of the most basic appellate preservation rule provides that:

> In order for an issue to be preserved for appellate review, it must have been raised to and ruled upon by the trial judge. Issues not raised and ruled upon in the trial court will not be considered on appeal. Humbert v. State, 345 S.C. 332, 548 S.E.2d 862 (2001).

State v. Dunbar, 356 S.C. 138, 142, 587 S.E.2d 691, 693–94 (2003). The Appellant did not raise any issue regarding the choice of law provision in the 1980 agreement in the Probate Court. [See attached Memorandum in Opposition to Summary Judgment, p. 7-8.] Further, the Appellant heretofore has not challenged the Probate Court's application South Carolina law on the acknowledgement/renewal of debt issue in this appeal. Rule 208(b)(1)(B), SCACR, provides that: "Ordinarily, no point will be considered which is not set forth in the statement of issues on appeal." The Appellant did not set forth any point on the choice of law in her Statement of Issues on Appeal or in her appellate brief; and accordingly, it would be error for the appellate court to consider issues not raised to it. State v. Dunbar, 587 S.E.2d at 694. [See attached Statement of Issues on Appeal, dated 11/17/17; Appellants' Brief, dated January 19, 2018.] The Appellate Court has held that a new issue cannot be raised in a reply brief, or at oral argument. Glasscock, Inc. v. U.S. Fid. & Guar. Co., 348 S.C. 76, 81, 557 S.E.2d 689, 692 (Ct.App. 2001) ("[A]n argument made in a reply brief cannot present an issue to the appellate court if it was not addressed in the initial brief."); South Carolina Dep't of Soc. Servs. v. Basnight, 346 S.C. 241, 250, 551 S.E.2d 274, 278 (Ct.App. 2001) ("An appellant may not use oral argument as a vehicle to argue issues not argued in the appellant's brief."). By the same reasoning, the Appellant cannot raise this choice of law issue by

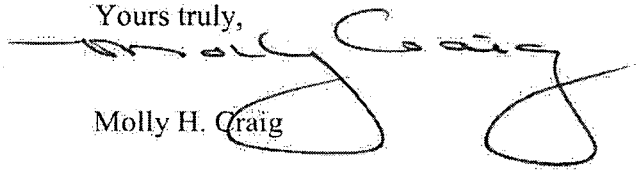
way of a post-oral argument submission of supposedly "supplemental" authority. Apart from the Appellant's failure to preserve the choice of law issue, the Appellant affirmatively cited and argued South Carolina law, making one citation to a Georgia case in comparison. [See attached Memorandum in Opposition to Summary Judgment, p. 7-8.] She cannot make one argument at trial and another ground on appeal. State v. Berry, 418 S.C. 500, 504, 795 S.E.2d 26, 28 (2016); *see also* Fin-Ag, Inc. v. Pipestone Livestock Auction Mkt., Inc., 754 N.W.2d 29, 43 fn. 16 (S.D. 2008) ("The parties have not raised a choice of laws issue. They have briefed and argued this matter under South Dakota law. We therefore generally review the matter under South Dakota law.").

Second, Georgia law does not apply to the issue of whether the Dear Daddy letter is a sufficient acknowledgement to avoid the statute of limitations bar. While the 1980 agreement contains a choice of law provision designating the application of Georgia law, it only applies to the interpretation and construction of that agreement. To the extent that an authentic, sufficient acknowledgement might provide avoidance from the bar of the statute of limitations, it is a matter integral to the remedy/procedure and thus the law of the forum applies. Paul Pegram & Co. v. Williams, 38 S.C.L. 219, 224, 227 (S.C. App. L. 1851) ("the remedies by which contracts are enforced, are to be according to the *lex fori*"); Levy v. Boas, 18 S.C.L. 217, 219 (S.C. App. L. & Eq. 1831) ("the form of the action, the course of judicial proceedings, and the time when the action must be commenced, must be directed exclusively by the laws of the State, in which the action is brought"); Gattis v. Chavez, 413 F. Supp. 33, 35 (D.S.C. 1976) ("the question of whether the statute of limitations bars a remedy in a given case is ordinarily a matter determined solely by the law of the forum", citing Levy v. Boas, supra.); *see also* Restatement (Second) of Conflict of Laws § 142 (1971)(as to general rule that law of forum state applies to statute of limitations tolling provisions); Lewis v. Gupta, 54 F. Supp. 2d 611, 616 (E.D. Va. 1999)("the applicable statute of limitations and its associated tolling provisions are procedural matters governed by the law of the forum state"). Accordingly, the Probate Court properly applied South Carolina law on the issue of whether the Dear Daddy letter is a sufficient acknowledgement to avoid the statute of limitations bar to any claim asserted under the 1980 Agreement.

We hope that this response offers clarity to the issue the Appellant is attempting to raise in her supplemental letter and demonstrates the lack of merit to her arguments. Please let us know however if the Court deems further briefing necessary on this issue. Meanwhile, we await the Court's ruling on this probate appeal.

Kind regards,

Yours truly,



Molly H. Craig

MHC/mde
cc [***Via E-Mail***]: Oana D. Johnson, Esquire / George J. Kefalos, Esquire
Barry I. Baker, Esquire / Edward G.R. Bennett, Esquire
John Hagerty, Esquire / J. James Duggan, Esquire
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THE STATE OF SOUTH CAROLINA
In the 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.

CERTIFICATE OF COUNSEL PURSUANT TO RULE 210(g) SCRAP

The undersigned certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

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THE STATE OF SOUTH CAROLINA
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