

The South Carolina Court of Appeals

In the Matter of the Estate of Thomas G. Moore:

Michael Dennis Moore, Appellant,

v.

Thomas Paul Moore, Francine Laura Lawhon, Linda SC Court of Appeals
Kay Moore, and Phillip Frederick Moore, Respondents.

RECEIVED

JUN 18 2019

Appellate Case No. 2018-001144

TO: The Judges of The South Carolina Court of Appeals,

The briefs of Phillip F. Moore, Francine L. Lawhon and Linda K. Moore have been stricken and will not be considered on the docket. This was done by the request of Peirce Campbell. During the 6 years of this Probate we have spent \$17,000.00 of our Retirement funds trying to defend our parent's Estate by what is stated in their Will against our 2 brothers Thomas P. Moore and our Personal Representative Dennis Moore.

This is NOT A Brief. We would ask to be Involved in our parent's Probate in Columbia S.C. We would ONLY ASK that the Judges Review these documents when making their decision on the issues on appeal. We are ONLY stating Our Opinions, Response and facts that We Found "ONLY" from the Dec. 22, 2015 Hearing.

We hope this Probate ends soon and we pray that what happened to Linda K. Moore - "Not receiving anything" from her parent's Estate in 6 years will NOT happen to the remaining Heirs. All we are Asking the Court is to ACCEPT THE TRUTH and be FAIR to ALL THE HEIRS.

Thank you,
Phillip F. Moore, Francine Lawhon
and (deceased) Linda K. Moore

STATEMENT OF ISSUES ON APPEAL

- II. Did the lower courts err in ruling that a contract to sell real property extinguished the rights of survivorship of the Appellant, the joint tenant with rights of survivorship, when the Testator, the deceased joint tenant died after the signing of a contract to sell real property, but before the closing and recording of the transfer of Deed?
- III. Did the circuit court err in ruling that the Appellant did not preserve the issue for review of prejudicial submission of evidence and allowance of additional claims the day of trial, when counsel for the Appellant did not object to evidence and claims at time of submission but later requested the ability to respond to Respondents allegations and submission of evidence, but was denied the opportunity by the Probate Court?

- I. Did the lower courts err in applying the doctrine of integration, where alleged integrated document was a separate envelope containing a document with instructions devising a piece of the Testator's estate and no evidence or testimony from attesting witnesses spoke as to the validity of the document or the presence of the document at the time of the signing of the will?

Our Opinion → This issue should NOT have been presented to Judge Scott for his decision. ALL 5 Heirs made a Promise and agreement together at the meeting 7 days AFTER T. G. Moore's funeral, how the Richland County Property will be settled. ALL 5 Heirs AGREED Before Probate OPENED. It was Unfair to the remaining 4 Heirs that Thomas P. Moore decided to break his Promise and agreement. 4 of the 5 Heirs will ask that the issue on the Richland County Property be settled by their Agreement they made Before the Probate OPENED.

Transcript of the Dec. 22, 2015 - (Enclosed)
Hearing

- ① The Statement of Facts and Arguments with the illegal undated, unsigned letter stated in Pierce Campbell and Thomas Moore's Initial Brief and Final Brief should be stricken from the record.
- ② The Statement of Facts and Arguments in this Brief submitted to the South Carolina Court of Appeal Judges by Pierce Campbell are lies and false statements.
- ③ The facts are testified under OATH at the Beginning of the Hearing. Facts About the Letter, the Will and the Safe (Real Transcript)

(1) ON Page 65 - Pennis Moore testifies he went into the house before the meeting that was set for all 5 children 1 day AFTER T.G. Moore's funeral.

Page 65 - Next - Pennis Moore testifies he went into the Safe trying to find the Will. Keep in mind this was done Before the Probate OPENED. Judge Scott Pierce Campbell and Thomas Moore wasn't Present

Page 65 - Next - Pennis Moore testifies the Will was NOT in the Safe. Pierce Campbell, Thomas Moore and in Judge Scott's Order has stated the Letter was with the Will inside the Safe.
Question - How do they know they were NOT Present?

Page 65 - Next - Pennis Moore testifies the Will was finally found by his daughter.

Page 65 - Next - Pennis Moore testifies Where his daughter Found the Will - Under A BED POST - Who do we believe - Pennis Moore who brought the Will to the meeting or Judge Scott, Thomas Moore and Pierce Campbell who wasn't THERE?

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM FLORENCE COUNTY
Circuit Court

Thomas A. Russo, Circuit Court Judge

Appellate Case No.: 2018-001144

In the Matter of: Estate of Thomas G. Moore

Michael Dennis Moore, Appellant,

vs.

Thomas Paul Moore, Francine Laura Lawhon, Linda Kaye Moore,
and Phillip Frederick Moore, Respondents.

*False statements
and Speculations*

**FINAL BRIEF OF RESPONDENT
THOMAS PAUL MOORE**

*Read transcript of
the Dec. 22, 2015 Hearing*

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Attorney for Respondent Thomas Paul Moore

STATEMENT OF THE CASE

Thomas G. Moore died on December 20, 2013.¹ The Decedent had a will dated September 27, 1999.² The Will was admitted to probate in the Florence County Probate Court and one of his sons, Michael Dennis Moore (“Appellant”) was appointed personal representative.³ The Decedent was survived by four other children Thomas Paul Moore, Phillip Frederick Moore, Francine Lawhon and Linda Moore and was predeceased by his wife.⁴

Two hearings were held before the probate court to approve the proposed estate closing documents and to take testimony and evidence on the issues related thereto.⁵ The first hearing was December 22, 2015 and the second was July 27, 2016. Florence County Probate Judge J. Munford Scott, Jr. issued an Order on November 28, 2016 making findings of fact, conclusions of law, and directing the personal representative to take certain steps to close the estate and distribute the assets. The terms of the Order speak for themselves. This appeal followed.

STATEMENT OF THE FACTS

The litigation of this estate has included numerous issues that are not being appealed here. The evidence and testimony was extensive, but much of it bears on issues that were not appealed. This Statement of Facts is specifically limited to facts relevant to the Issues on Appeal. More factual discussion of other issues can be provided if helpful to this Court.

¹ R. p. 1.

² R. p. 306.

³ R. p. 1.

⁴ R. p. 1, lines 5-6.

⁵ R. p. 1, lines 12-13.

The Decedent owned a one-half undivided interest in a 4-acre parcel of property in Richland County, South Carolina.⁶ The other half owner was the Decedent's brother and his heirs.⁷ The Richland County property was the location of a church which was founded by the Decedent, his brother and their families.⁸ For many years, the Decedent attended services weekly at this place of worship.⁹ The Respondent Thomas Paul Moore ("Respondent Thomas") served as the assistant pastor of this church for many years.¹⁰

A copy of a letter was delivered to the Respondent Thomas during the Decedent's lifetime showing the Decedent's intent that the church property pass to Respondent Thomas upon the Decedent's death.¹¹ After the Decedent's death, the Decedent's will was located, and presented by the Appellant personal representative, ^{lie} in the safe with the original letter about the church property.¹²

The Decedent was a joint owner with right of survivorship with the Appellant of property located on Cypress Avenue in Garden City Beach.¹³ In November 2013, the Decedent and Appellant entered into a binding contract to sell the Cypress Avenue property for \$324,500.00.¹⁴

The Decedent died on December 20, 2013.¹⁵ The closing of the sale of the Cypress Avenue property was on December 27, 2013.¹⁶ The Appellant accepted all of

⁶ R. p. 115.

⁷ R. p. 119.

⁸ R. pp. 118-119.

⁹ R. pp. 116-117.

¹⁰ R. p. 117.

¹¹ R. p. 122.

¹² R. pp. 38-39.

¹³ R. pp. 308-312.

¹⁴ R. pp. 319-324.

¹⁵ R. p. 1.

¹⁶ R. pp. 313-318.

An action to construe a will or to determine its validity is an action at law.³⁵ An action seeking an accounting and the surrender of assets is an action at law.³⁶ Actions which determine ownership and title to real property are actions at law.³⁷ Actions alleging breaches of fiduciary duty and actions for money damages are both actions at law.³⁸ All of the issues involved in this appeal are actions at law. The Appellant in his brief fails to name an issue which sounds in equity and cites the standard for reviewing legal issues.

ARGUMENTS

I. The probate court correctly ruled that a letter was a part of the Decedent's will pursuant to the legal doctrine of integration.

As stated above, a letter in an envelope with the Decedent's letterhead on it was found with the Decedent's will after his death.³⁹ No evidence was admitted, nor testimony

taken, to the contrary.⁴ As such, those facts must be accepted by this court as construing a will is a matter at law.⁴⁰ Appellant does not contest those facts in his brief.⁴

The real issue before this court is whether the probate court was correct in applying the legal doctrine of integration.⁶ The probate court went to great lengths to explain the doctrine of integration in its Order.⁴¹ In summary here, integration allows for another document in existence at the time of the making of the will to be included in the

³⁵ See Kemp v. Rawlings, 358 S.C. 28, 594 S.E.2d 845 (2004); In re Estate of Pallister, 363 S.C. 437, 611 S.E.2d 250 (2005).

³⁶ Abernathy v. Latham, 345 S.C. 106, 545 S.E.2d 848 (Ct. App. 2001).

³⁷ Grant v. State, 395 S.C. 225, 717 S.E.2d 96 (Ct. App. 2011).

³⁸ Verenes v. Alvanos, 387 S.C. 11, 690 S.E.2d 771 (2010); Corley v. Ott, 326 S.C. 89, 485 S.E.2d 97 (1997); Ritter & Assocs., Inc. v. Buchanan Volkswagen, Inc., 405 S.C. 643, 748 S.E.2d 801 (Ct. App. 2013).

³⁹ R. p. 2; see also R. pp. 38-39.

⁴⁰ See Kemp v. Rawlings, 358 S.C. 28, 594 S.E.2d 845 (2004).

⁴¹ R. pp. 2-5.

what constitutes the testator's will are conclusive and cannot be overturned unless there is no evidence to support them.⁴⁶

Lie
The letter was located with the will when the will was found.⁴⁷ That evidence was uncontested at trial or in briefings here.⁴⁸ Additionally, the coherence and continuity between the two documents was inherent.⁴⁸ The court found that these facts created a presumption of was not at the meeting with the will the presence of the letter at the time the will was executed.⁴⁹ No evidence of any contrary intent by the testator was presented.⁵⁰ Lie Appellant's argument fails to note that the letter was located with the will.⁵⁰ Appellant's argument about the date inconsistencies does not support his proposed conclusion.⁵¹ The law does not require that the letter was executed at the same time as the will, was not at the meeting with the will only that it was present at the time of the will.⁵¹ Even if the letter was referencing a prior will, that actually supports Respondent's position that the letter was was not with the will at the meeting read Thomas Moore's testimony on page 162 & 164 in the transcript. in existence at the time of the execution of the will.

As the Appellant noted in his argument,⁵² determining which sheets of paper or documents compose a will is a question of fact.⁵² "If the [finder of fact] is satisfied by intrinsic evidence or otherwise that the purported will composed of one, two, or more sheets is the will of testator, and render their verdict accordingly, it is sufficient."⁵³

⁴⁶ Id.

⁴⁷ R. p. 5.

⁴⁸ R. p. 5.

⁴⁹ R. p. 5.

⁵⁰ Appellant's Br. 4-7, Oct. 31, 2018.

⁵¹ Estate of Hicks, 3 Cal. App. 3d 312, 314, 83 Cal. Rptr. 499, 501 (1970); see also Betsy Dupree-Kyle, Comment, Michigan Self-Proved Wills: What are they and How do They Work?, 2000 L. Rev. M.S.U.-D.C.L. 829, 840 (2000); see also Alvin E. Evans, Incorporation by Reference, Integration, and Non-Testamentary Act, 25 Colum. L. Rev. 879, 888-90 (1925) (requiring all the writings to be physically present at the final execution).

⁵² Appellant's Br. 5, Oct. 31, 2018; Goethe v. Browning, 146 S.C. 7, 143 S.E. 362, 364 (1928).

⁵³ Goethe v. Browning, 146 S.C. 7, 143 S.E. 362, 364 (1928).

Finally, Appellant erroneously makes the assertion that integration fails because

Respondents never put forth on any of the attesting witnesses to Thomas Moore proves the other 4 heirs never seen the document at the meeting - Page 162 & 164 prove that the subject document was in fact identified at the time of the execution of the Will. By the same token

Appellant never put forth any of the attesting witnesses; Read Thomas Moore's testimony on page 162 & 164 - Dennis took it out. was not identified at the time of the execution of the Will. In fact, Appellant did not put

forth any evidence to suggest that the again, Thomas Moore Himself proves the document was not present at the time of the execution on p. 162 & 164 - The other 4 heirs NEVER SEEN the document until Dec. 22, 2015. of the Will or that the Decedent did not intend to include the document as part of the Will.

The probate court correctly applied the law of integration to include the disposition

in the letter with the other terms of the will because the Pierre Campbell had NO Facts - the Early Testimony stated the Facts facts showed that to be the intent of

the testator. No contrary facts were presented at trial, and no law disputing the doctrine of The doctrine of integration should have never been applied with a letter that was integration has been presented. never seen until Pierre Campbell and Thomas Moore submitted the letter the day of the hearing Dec. 22, 2015.

II. The probate court correctly ruled that the Decedent's estate was entitled to one-half of the proceeds of the Cypress Road property which was put under a binding contract of sale before the Decedent's death.

An action to determine the title to real property is an action at law.⁵⁴ The lower court's findings of fact should not be disturbed unless there is no evidence in the record to support the court's findings.⁵⁵

Decedent and Appellant owned real property as joint tenants with right of survivorship.⁵⁶ They entered into a binding contract of sale before Decedent's death.⁵⁷

⁵⁴ Grant v. State, 395 S.C. 225, 717 S.E.2d 96 (Ct. App. 2011).

⁵⁵ Howard v. Mutz, 315 S.C. 356, 434 S.E.2d 254 (1993).

⁵⁶ R. pp. 308-312.

⁵⁷ R. pp. 319-324

1 A 2010.

2 Q And how long were your parents married?

3 A Close to 65 years.

4 Q And in their 65 years, what was his
5 typical attitude of how he cared for her?

6 A She was the best, you know, he took --
7 anything she wanted. Anything she wanted she got.

8 Q And what -- how did he treat her with
9 regard to gifts like jewelry?

10 A There's -- he told -- there'd be
11 jewelry on sale, he wouldn't accept that. He'd go
12 in there and buy the expensive thing he could buy.

13 Q And did he take as much pleasure in
14 giving it to her that she took in wearing it?

15 A Yes.

16 Q And let's talk briefly before we go

17 further. After your father's death, was there a
18 meeting among the siblings?

19 A We was supposed to meet right after my
20 father's funeral the following weekend.

21 Q And that was for all of the adult
22 siblings who are present today were gonna meet at
23 the house --

24 A Just the children, right?

25 Q And what was the purpose of that

1 meeting?

2 A To find the -- find the will. We
3 hadn't never been in this before, you know, when
4 both parents has died. To find the will and --
5 and -- and do whatever we had to do, you know, in
6 the probate.

7 Q Did all of the individuals that are
8 here -- the -- your father's children did they
9 show up for that meeting?

10 A Yeah, the weekend. Yeah.

11 Q Okay. What happened? How long did the
12 meeting last?

13 A It lasted -- whenever we got there --
14 it probably lasted -- probably about 45 minutes to
15 an hour because we had to count that -- count the
16 cash and stuff. And -- and look at the papers he
17 had out of the safe. And ^{Pennis} he went in the safe
18 before we got at the meeting there.

19 Q Well, that was my question.

20 A Yeah.

21 Q Did you go in the safe together?

22 A No!

23 Q What was the agreement as to who would
24 be present when the safe was opened?

25 A I thought all of us was -- all of us

1 would go in there, you know, the agreement --
2 whenever we met. You know, we would go in there
3 and try to find the will and find the -- you know,
4 whatever my father had to -- had to prove, you
5 know, after his death, you know.

6 Q And at that point, no estate had been
7 opened and no personal representative
8 appointed. Is that correct?

9 A None.

10 Q Now, through the course of -- I believe
11 it was stated on the record that there's been
12 approximately five hearings. This is my first
13 hearing with you. During the course of your
14 represen--- or your participating in these probate
15 proceedings, have you requested him, Dennis, to
16 provide a list of -- of what of your mother's
17 jewelry is -- is available?

18 A Yes.

19 Q Have you ever received a copy of the
20 list?

21 A No.

22 Q Do you recall in his deposition
23 testimony that he says there may have been a pair
24 of earrings?

25 A Well, it -- that he took out -- that

1 go in to the safe together at that meeting. Do
2 you remember that agreement?

3 *Dennis Moore* A, No, sir. Not -- not -- we was all
4 getting together to meet at the house, but I -- I
5 mean, ain't nobody said nothing about no safe.

6 Q Okay. Now, when you went in -- in to
7 the safe, were you trying to find the will?

8 *Dennis Moore* A Trying to find the will, yes, sir.

9 Q Are you the one that found the will?

10 *Dennis Moore* A No, my daughter did.

11 Q Okay. Was it at that time that she
12 found it?

13 *Dennis Moore* A No, the will wasn't even in there. ^{TRU} ^{SAFE}

14 Q Okay. Where was the will?

15 *Dennis Moore* A The will -- he had it up under the bed
16 bedpost I think it was. My daughter had found
17 it.

18 Q Okay. Now, we've heard testimony today
19 where there may have been more money in the safe
20 than what you told everyone.

21 A Right.

22 Q Did anyone to your knowledge subpoena
23 any bank records to show that any -- any deposits
24 you may have just made of such money?

25 A Not that I know of, I mean...

1 that.

2 The Court: You object?

3 Mr. Smith: Yes, sir.

4 The Court: On what basis?

5 Mr. Smith: On that was not a part of
6 the will itself, Your Honor, and it -- had the
7 will wan--- had Mr. Moore wanted that to be in the
8 will, we believe he would have had it in the will.

9 The Court: Okay.

10 The Witness: But my brother took it
11 out before the will was read to all five of us.

12 The Court: Hold on.

13 Ms. Elmore: Your Honor, I object on
14 the basis that by this witness' testimony, the
15 handwriting on the front of the envelope that
16 contained the document is Mrs. Moore's handwriting
17 who was deceased as of 2010. If it was found with
18 the will, then presumably, the decedent himself
19 was well aware of the document, knew the contents,
20 had every opportunity over a three-year period to
21 do a codicil, redo his will and do the things that
22 are necessary to formalize what his testamentary
23 desires were to satisfy the statute. So for those
24 reasons, I respectfully object.

25 The Court: Do we have any testimony

1 Q Okay. And then -- and that's a
2 different copy than the one that was with the
3 will?

4 A Right.

5 Mr. Campbell: Okay. I don't have any
6 further questions. Thank you.

7 Ms. Elmore: Briefly, Your Honor.

8 C R O S S - E X A M I N A T I O N

9 By Ms. Elmore:

10 Q What do you mean it's a different copy?

11 ~~Trans~~ ~~more~~ A Well, it -- it was photostat copied and
12 it give to me by my mother in the envelope and
13 they put the original with the will and (my
14 brother he took it out) Dennis (took it out) of the
15 will, before it was presented to The Court.

16 Q But when you say a different copy, you
17 mean, mirror exact images just two different
18 documents, but reflecting the same exact thing?

19 A Same thing.

20 Q Okay.

21 ~~Trans~~ ~~more~~ A No one would present this to The Court.
22 I had to do it myself.

23 Q I understand.

24 The Court: All right. Any further
25 questions?

The South Carolina Court of Appeals

In the Matter of the Estate of Thomas G. Moore:

Michael Dennis Moore, Appellant,

v.

Thomas Paul Moore, Francine Laura Lawhon, Linda
Kaye Moore, and Phillip Frederick Moore, Respondents.

Appellate Case No. 2018-001144

Judge Scott's ORDER - After the Dec. 22, 2015 HEARING, These are the statements on the Letter with the Will inside the safe. We believe the False testimony and the False statements by Pierce Campbell and Thomas P. Moore greatly influenced Judge Scott with his decision on the Ridland County Property Issue.

STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

IN THE MATTER OF THE ESTATE
OF: THOMAS G. MOORE

IN THE PROBATE COURT
CASE NO. 2014-ES-21-00134

ORDER

16 NOV 29 PM 2:11
J. MURPHY SCOTTS
CLERK PROBATE CT
FLORENCE COUNTY, S.C.

FILED

The first issue here to be decided is whether a separate writing found in a safe belonging

to the Decedent with the Decedent's last will,

- (1) The Will was NOT in the Safe - Read page 65 in the Transcript.
- (2) Thomas Moore (Himself) testifies under OATH and Proves the letter was NOT with the Will - Read Page 162 and 164.

Even papers "not physically connected...nor referring to each other, nor connected by internal coherence, but separate and distinct, being independent parts of a will, may be integrated" if they are found together and taken as a whole are properly executed.¹²

- (1) Judge Scott has stated in his ORDER that the Letter was with the Will found together inside the Safe. Please read the testimony earlier on page 65 → Who found the Will and Where the Will was found.
- (2) The FACT is this letter cannot be integrated because they were NOT found together. Again, Thomas P. Moore testifies under oath on Page 162 → AT the meeting Thomas Moore states Dennis Moore took it out before the will was Read to ALL FIVE of us.

Second the document was found in the safe with the will. This evidence was uncontested. The document could have been stored anywhere, but in this instance, the Decedent chose to place it in a secure place where anyone searching for the will would also find the document. This evidences the testator's intent that the will as a whole include the provisions set forth in the document. Being found together and exhibiting internal coherence, an inference is raised that the document was present at the time of execution and that it was intended to be part of the will.

- (1) Again, the document was NOT Found in the safe - Read Page 65
it was found under a Bed-Post
- (2) The document was stored under a Bed-Post.
- (3) When Dennis Moore brought the Will with him, the document was NOT with the Will. It was the Will itself. All 5 children read together. Read page 162 and 164 - Thomas Moore proves the document was NOT with the Will.
- (4) Being found together - Again, Thomas Moore's testimony proves they were NOT together - Read Pages 162 and 164.
- (5) The document was NOT present at the time of Execution. Read Transcript page 162 and 164 - At The Meeting Thomas Moore proves (Himself) it wasn't with the Will.

Under South Carolina law, generally all that is required to properly execute a will is the following: (1) the will must be in writing; (2) signed by the testator; and (3) signed by at least two witnesses.¹³

- (1) The Letter was TYPED.
- (2) The Letter was NOT signed by T.G. Moore or Earline Moore.
The Letter had NO signature.
- (3) The Letter was NOT signed by ANY witness.

integration provides that a separate writing may be integrated into the will if the writing existed

when the will or codicil was executed and the testator intended its inclusion."

(1) The doctrine of integration Does NOT apply to this letter. Judge Scott has stated above in his statement - They may be integrated → IF THEY ARE FOUND TOGETHER. Again, read the testimony of Thomas P. Moore (Himself) page 163 → "But my brother took it out before the will was read to ALL FIVE OF US → AT THE MEETING

(2) If T.G. Moore and Earline B. Moore intended the letter to be with the Will - They would have signed their name to this letter exactly like the original will itself

Thomas P. Moore has asserted that the document located with the will

of the Decedent, should be integrated into the will as a part of the Last Will and Testament of the

Decedent. Thomas P. Moore has asserted that his father intended for him to receive his father's

interest in the Church Property because of Thomas P. Moore's longstanding relationship in that

church as an assistant pastor.

(1) Thomas P. Moore has given 2 different testimonys under oath. Again, he has stated the letter was located with the Will. Again, read his testimony under oath on page 162 and 164. Also, Judge Scott has stated they will have to be together to integrate. They were NOT.

(2) If Thomas P. Moore's father intended for him to have his interest in the Property - He would have had it in the Will or the Letter Thomas P. Moore submitted would have been signed.

(3) The FACT is about Thomas P. Moore's longstanding relationship as assistant pastor that rippen 20 years ago before T.G. Moore passed away. Because of T.G. Moore's Health declining the last time he attended the church was 20 years ago before he passed away.

1 writing that was inside the envelope?

2 A That after his -- after his deceased
3 that he would -- would want the church transferred
4 to me, his elder in the son, who was the assistant
5 pastor of that church for so many years to watch
6 -- to have the care of the church and if the
7 church was to ever be sold or either rented, you
8 know, and that -- and that's the necessity of
9 whatever they done with it. It was to be, you
10 know, to -- to go to me, you know, while it still
11 existed. The Doctrine of Integration

12 Mr. Campbell: Okay. Your honor, I
13 would move to fully admit this document as a
14 portion of the will under the doctrine of
15 integration that it being located with the will as
16 presumed to have been present at the time of
17 execution. And we would move that this is to be
18 considered as part of the will and as one
19 provision of disposing of some of the decedent's
20 property. So I would move to admit it in to
21 evidence fully as exhibit number 4.

22 The Court: No objection?

23 Ms. Elmore: Are you asking him or me?

24 The Court: I'm asking him.

25 Mr. Smith: Your Honor, we object to

1 that.

2 The Court: You object?

3 Mr. Smith: Yes, sir.

4 The Court: On what basis?

5 Mr. Smith: On that was not a part of
6 the will itself, Your Honor, and it -- had the
7 will wan--- had Mr. Moore wanted that to be in the
8 will, we believe he would have had it in the will.

9 The Court: Okay.

10 *Thomas Moore* The Witness: But my brother took it
11 out before the will was read to all five of us. *AT THE meeting*

12 The Court: Hold on.

13 Ms. Elmore: Your Honor, I object on
14 the basis that by this witness' testimony, the
15 handwriting on the front of the envelope that
16 contained the document is Mrs. Moore's handwriting
17 who was deceased as of 2010. If it was found with
18 the will, then presumably, the decedent himself
19 was well aware of the document, knew the contents,
20 had every opportunity over a three-year period to
21 do a codicil, redo his will and do the things that
22 are necessary to formalize what his testamentary
23 desires were to satisfy the statute. So for those
24 reasons, I respectfully object.

25 The Court: Do we have any testimony

1 Q Okay. And then -- and that's a
2 different copy than the one that was with the
3 will?

4 A Right.

5 Mr. Campbell: Okay. I don't have any
6 further questions. Thank you.

7 Ms. Elmore: Briefly, Your Honor.

8 C R O S S - E X A M I N A T I O N

9 By Ms. Elmore:

10 Q What do you mean it's a different copy?

11 *Thomas
moore*

12 A Well, it -- it was photostat copied and
13 it give to me by my mother in the envelope and
14 they put the original with the will and my
15 brother, he took it out, Dennis took it out of the
will before it was presented to The Court.

16 Q But when you say a different copy, you
17 mean, mirror exact images just two different
18 documents, but reflecting the same exact thing?

19 A Same thing.

20 Q Okay.

21 A No one would present this to The Court.
22 I had to do it myself.

23 Q I understand.

24 The Court: All right. Any further
25 questions?

- (1) Enclosed is the Letter - Pierce Campbell and Thomas Moore submitted the day in Court Dec. 22, 2015.
- (2) The remaining 4 Hairs NEVER SEEN this Letter until the day of the Hearing Dec. 22, 2015.
- (3) Two Years had past before the Dec. 22, 2015 Hearing. Pierce Campbell and Thomas Moore NEVER disclosed, NEVER mentioned, the letter in the 2 years and did not disclose the letter at the Deposition Oct. 2, 2015 Phillip F. Moore paid for this Deposition before the Dec. 22, 2015 Hearing.
- (4) From the Beginning of the Richland County Property Issue until the end Pierce Campbell and Thomas Moore stated this letter was with the Well - until at the closing of the Issue - Thomas Moore stated on page 162 and 164 "Pennis Moore took it out". After Thomas Moore testified that statement; Then read page 163 Pierce Campbell then stated to Judge Scott the letter was a COPY that they submitted.
- (5) Thomas Moore testified on page 163 that this letter was given to him in Early 2000.
- (6) The statement in Judge Scott's Order states "Examine the WRITINGS and Evidenced By The Writings". The remaining 4 Hairs submitted copies (Enclosed) to Lower Court to match Thomas Moore's Early 2000 letter with the Early 2000 letters found in T.G. Moore's files after he passed away. This Letter Thomas P. Moore submitted is Totally Different than the Original Letters made by T.G. Moore. Every letter we seen in T.G. Moore's files were Stamped

(b)

Statement from Judge Scott's Order concerning the unsigned, undated letter

From an evidentiary and procedural standpoint, "[c]ourts may discern the testator's intent as a matter of law by examining the writings or may consider extrinsic evidence regarding the testator's intent when signing the papers."⁸ The law looks to the oneness and completeness of the testamentary intent and scheme as expressed and evidenced by the writings.⁹

This is a Copy of the letter the 4 heirs had NEVER SEEN until Prince Campbell and Thomas P. Moore submitted the letter the day of the Dec. 22, 2015 Hearing.

NO DATE and NO Signature

Thomas G. Moore and Lester P. Moore purchased five acres of land in Horrell Hill, SC out from Columbia, SC off of Highway 76. The land was deeded in Thomas G. Moore and Lester P. Moore's name at the Columbia Court House. It was purchased for the purpose of building a new church on it.

Thomas G. Moore has three plaques that were awarded to him from Horrell Hill Baptist Church for his support and donations and tithing in building of the church, plus his twenty-five years of attending and supporting the church. He has continued paying his tithes up to the writing of his LAST WILL AND TESTATMNT ON FEBRUARY 6, 1998.

If this church in Horrell Hill, SC is ever RENTED OR SOLD, Thomas G. Moore bequeaths his half INTEREST OR OWNERSHIP to go to Thomas P. Moore. I have paid one half of the land and church building on this land.

My oldest son, Thomas Paul Moore, is a licensed minister ad if he decided to or was asked to run or help pastor the church, AFTER Lester P. Moore has DECEASED, I (Thomas G. Moore) would bequeath my one-half interest to go to Thomas P. Moore (My oldest son). If he does not want to pastor at the church, I would bequeath my one-half interest or ownership in the church and land to my son Thomas P. Moore, if the church is ever rented of sold.

T.G. Moore's Cars Inc.

3308 E. Palmetto Street

Florence, SC 29506

(843) 669-6866 Office (843) 669-3237 Fax

"Over 50 years in business!"

↓ ↓ ↓ ↓
Dec. 2002

Miriam McIver
Accounting Services

Dear Miriam,

You will find enclosed a copy of T.G. Moore's Cars, Inc. employees that has worked for my company in 2002; names, addresses, and social security numbers.

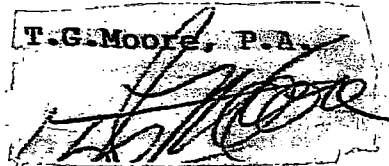
Also, you will find names, addresses, and social security numbers of people that have done work for T.G. Moore's Cars, Inc. in the year of 2002 that I had to give a 1099 form to.

Also, you will find people that have done work for T.G. Moore's Cars, Inc., did not make enough money to get a 1099 form. Furnishing you their names and addresses. Some of these people have moved out of State. Some of them have gone out of business. Cannot locate one or two of them.

T.G. Moore's Cars, Inc. is being dissolved with the Secretary of State as of January 1, 2003. T.G. is closing my business after 50 years in the business. I will not need no accountant after Dec. 31, 2002. I appreciate working with your accounting services. Miriam, we get our statement around the 10th of January. I will bring you. Figure our year end taxes and dividends, if any, for T.G. Moore's Cars, Inc.

My son, Dennis Moore, says that he is going to open up a car business, January 2003. I told him, if he did, I would recommend him using the Miriam McIver Accounting Services. If he opens up his new business, he will be up there to talk to you about it.

T.G. Moore, P.A.



PROMISSORY NOTE

\$ 450,000.00

Dated: January 1

2009

Principal Amount

State of South Carolina

FOR VALUE RECEIVED, the undersigned hereby jointly and severally promise to pay to the order of Thomas G. Moore the sum of four hundred and fifty thousand Dollars (\$ 450,000.00) together with interest thereon at the rate of 2 % per annum on the unpaid balance. Said sum shall be paid in the manner following: loan paid back to Thomas G. Moore.

Loan to Dennis Moore, Moore's Cars, LLC on January 1, 2009 to be paid back in-full by December 31, 2009. The money was loaned to Dennis Moore and Moore's Cars, LLC to buy and sell cars and operate the business. The money was loaned to Dennis Moore from Thomas G. and Earline B. Moore personal account. By Dennis Moore not having any collateral to put for the loan or \$450,000.00, Thomas and Earline Moore will have the right to foreclose this loan at any time or date. Thomas G. Moore, Earline B. Moore and Dennis Moore have agreed upon and are bound by this loan for \$450,000.00 until this loan has been paid back, in-full, by Dennis Moore and Moore's Cars, LLC.

All payments shall be first applied to interest and the balance to principal. This note may be prepaid, at any time, in whole or in part, without penalty. All prepayments shall be applied in reverse order of maturity.

This note shall at the option of any holder hereof be immediately due and payable upon the failure to make any payment due hereunder within _____ days of its due date.

In the event this note shall be in default, and placed with an attorney for collection, then the undersigned agree to pay all reasonable attorney fees and costs of collection. Payments not made within five (5) days of due date shall be subject to a late charge of _____ % of said payment. All payments hereunder shall be made to such address as may from time to time be designated by any holder hereof.

The undersigned and all other parties to this note, whether as endorsers, guarantors or sureties, agree to remain fully bound hereunder until this note shall be fully paid and waive demand, presentment and protest and all notices thereto and further agree to remain bound, notwithstanding any extension, renewal, modification, waiver, or other indulgence by any holder or upon the discharge or release of any obligor hereunder or to this note, or upon the exchange, substitution, or release of any collateral-granted as security for this note. No modification or indulgence by any holder hereof shall be binding unless in writing; and any indulgence on any one occasion shall not be an indulgence for any other or future occasion. Any modification or change of terms, hereunder granted by any holder hereof, shall be valid and binding upon each of the undersigned, notwithstanding the acknowledgment of any of the undersigned, and each of the undersigned does hereby irrevocably grant to each of the others a power of attorney to enter into any such modification on their behalf. The rights of any holder hereof shall be cumulative and not necessarily successive. This note shall take effect as a sealed instrument and shall be construed, governed and enforced in accordance with the laws of the State first appearing at the head of this note. The undersigned hereby execute this note as principals and not as sureties.

Thomas G. Moore - Lender
Dennis Moore - Borrower

Dennis Moore has paid each loan back to Thomas G. Moore, paid in full. Each loan and promissory note has been stamped, paid, and signed by Thomas G. Moore. Dennis Moore has been given receipts for all loans he has paid. Receipts signed by the lender, Thomas G. Moore.

Witness Frank E. Moore Lender Thomas G. Moore
(Thomas G. Moore)

Witness Chester Moore Borrower Dennis M. Moore
(Dennis M. Moore)

notarized by our mother
* Sworn to and subscribed before me this 20th day of April 2010
Earline B. Moore notary of S.C.
(Earline B. Moore)

PAID
Thomas G. Moore

Miriam McIver Accounting Services:

Miriam, when we get Moores Cars LLC bank statement for the month of January 2003, you will find T.G.Moore's Cars, Inc. bank statement for the month of January 2003. You will have to use both of these bank statements for Moores Cars L.L.C. accounting.

The purpose of using both bank statements is that we had to use T.G.Moore's Cars Federal I.D. number and State I.D. number to make our pay-roll tax deposits each week until the Crawford Law Firm give Moores Cars L.L.C. their Federal I.D. number. We have all of that straight now. The Federal gave Moores Cars, L.L.C. the same Federal I.D. number that T.G.Moores Cars had..

Dennis M. MOores wants you to do his accounting for Moores Cars L.L.C. like you did for T.G.Moores Cars.

T.G. Moore, P.A.
[Handwritten signature]

1 about whose handwriting that letter's in?

2 Ms. Elmore: It's typed, Your Honor.

3 The Court: It's typed?

4 Ms. Elmore: And it's not signed and
5 it's not dated.

6 The Court: Okay.

7 Ms. Elmore: The only testimony in the
8 record that was contained in an envelope that
9 the --

10 The Court: All right. I'm going to --
11 I am going to withhold a ruling on this point and
12 I will let Counsel submit their memorandums of law
13 as to why or why not that should be admitted.

14 Mr. Campbell: Real quick, Your honor,
15 then if I may just to keep the record clear, so we
16 don't have to come back --

17 By Mr. Campbell:

18 Q Thomas were you also given a copy of
19 this by your parents?

20 Thomas A Yeah, uh-huh.

21 Q When was that?

22 Thomas A In early 2000.

23 Q Okay. So a number of years before
24 either of them died, correct? Thomas kept 13 years?

25 Thomas A Right, uh-huh.

- (1) Enclosed is the transcript Thomas P. Moore's testimony under OATH Earlier in the Dec. 22, 2015 Hearing on Page 58. His testimony on Page 58 is Exactly what he Agreed to with the Remaining 4 Children at the Meeting 1 day after the funeral of T. G. Moore.
- (2) The remaining 4 Heirs were totally surprised when Thomas P. Moore submitted the letter the day of the Hearing Dec. 22, 2015.
- (3) After Thomas P. Moore submitted the letter he then changed the testimony he testified to under OATH to the testimony on Page 16 at the Closing of the Richland County Property Issues.

1 Moore, was very generous in providing that
2 assistance, but it was never a gift. He expected
3 to be paid back, didn't he?

4 A Yeah, uh-huh.

5 Q He expected you to work like he did.

6 A Right.

7 Q And any -- he would help you out of a
8 bond -- out -- out of a bind, but he wasn't a
9 giver.

10 A No, huh-uh.

11 Q In fact, did you notice in his will
12 that he said there was gonna be no gifting out of
13 his estate?

14 Thomas Moore A Yeah, uh-huh.

15 Q Okay. No loan was taken out on his
16 property while it's being probated?

17 Thomas Moore A No one was to get no more -- not one
18 cent more than the other

19 Q Everybody was to be treated equally?

20 Thomas Moore A Right

21 Ms. Elmore: That's all that I have.
22 Thank you, Your Honor.

23 The Court: Anything else, Counsel?

24 Mr. Moore, you may have a seat. Is that all the
25 testimony we're gonna have with regard to the safe

1 writing that was inside the envelope?

2 **Thomas Moore** A That after his -- after his deceased
3 that he would -- would want the church transferred
4 to me his elder in the son, who was the assistant
5 pastor of that church for so many years to watch
6 -- to have the care of the church and if the
7 church was to ever be sold or either rented, you
8 know, and that -- and that's the necessity of
9 whatever they done with it. It was to be, you
10 know, to -- to go to me, you know, while it still
11 existed.

12 Mr. Campbell: Okay. Your honor, I
13 would move to fully admit this document as a
14 portion of the will under the doctrine of
15 integration that it being located with the will as
16 presumed to have been present at the time of
17 execution. And we would move that this is to be
18 considered as part of the will and as one
19 provision of disposing of some of the decedent's
20 property. So I would move to admit it in to
21 evidence fully as exhibit number 4.

22 The Court: No objection?

23 Ms. Elmore: Are you asking him or me?

24 The Court: I'm asking him.

25 Mr. Smith: Your Honor, we object to

- (1) Question - The remaining 4 children would like to ask Pierce Campbell and Thomas Moore Where did they get their facts to testify about What was in the Safe?
- (2) Page 53 - (Enclosed) Thomas Moore testified Earlier in the Hearing under OATH - The LAST Time he seen INSIDE THE SAFE was 30 days Before his mother passed away. Our mother Passed away in 2010.
- (3) Our opinion is Thomas P. Moore has committed Perjury through-out his Hearing Dec. 22, 2015.

1 Q Okay. And you said that there were
2 typically 25 pieces of jewelry or more --

3 A Yeah, uh-huh.

4 Q And when is the last time that you saw
5 inside the safe?

6 *Thomas Moore* A Well, she would take -- before she
7 passed away -- *Our mother passed away 2010. Thomas testified
8 last time he seen inside the safe.*

8 Q Okay.

9 *Thomas Moore* A It was -- it was kind of hard, you
10 know, for describing, you know, how she felt
11 whenever she -- she'd set each piece of jewelry
12 across the end of the bed. That's the last -- it
13 was about 30 days before she passed away.

14 Q Now, Thomas, you also understand and
15 agree that there has been at least one other
16 individual that has been staying -- that had
17 stayed in the home with your father some.

18 A Right, uh-huh.

19 Q And so you also -- would you agree that
20 it's -- it's possible even if that jewelry wasn't
21 in there at the time of your father's death that
22 that doesn't necessarily mean Dennis did something
23 with that jewelry? Would you agree to that?

24 A How would the -- the lock was broken on
25 it whenever whoever found it, you know. I --

TO: The South Carolina Court Appeals Judges

Phillip F. Moore, Francine L. Lawton and Linda K. Moore has defending their Parents Probate entering the 6th year against Thomas P. Moore and Pennis Moore trying to take parts of our Parents Probate Estate, Linda K. Moore Passed Away Feb. 27, 2019 without receiving any of the 2 million dollar Estate left by her Parents to be Equally divided between the 5 children named in the Will. Due to the Evil in Thomas P. Moore and Dennis Moore (P.R.) keeping this Probate Opened, which Heir could be NEXT to receive Nothing left by our Parents, Linda K. Moore will not have to contend with her 2 Devil brothers anymore, it is left on the shoulders of Phillip F. Moore and Francine L. Lawton to carry out their Parents Wishes stated in the Will. Our Personal Representative, Dennis Moore has told us after the Dec. 22, 2015 Hearing he was going to keep this Probate Opened as long as he could even to the Supreme Court of South Carolina and after the Supreme Court if he could find a way to keep it opened. So far he has kept his word.

- (1) Phillip F. Moore, Francine L. Lawton and Linda K. Moore has received threaten texts and letters from Dennis Moore (P.R.) and Thomas P. Moore after the Dec. 22, 2015 Hearing. (Enclosed) are the 2 letters we have received last from Thomas Moore and Dennis Moore.
- (2) If it is anyway possible we would ask the Judges or anyone else to Please help us Close this Probate.

LINDA KAYE MOORE
FLORENCE, SC

Linda Kaye Moore, 66, of Florence, SC, passed away on Wednesday, February 27, 2019 at McLeod Hospice House surrounded by her family.

Ms. Moore was born a daughter of the late Earline Broach Moore and Thomas G. Moore.

In addition to her parents, she is preceded in death by sister, Christine Matthews.

Ms. Moore is survived by her sons, Chad Owens (Tiffany), Brad Owens, and Justin Owens (Delina); four grandchildren; one great-grandchild; brothers, Thomas Paul Moore (Barbara), Phillip Moore, and Dennis Moore (Crystal); sister, Francine Lawhon; and six nieces and six nephews who loved and cared for her.

Funeral services will be held at 2:00 PM on Friday, March 1, 2019, at the Stoudenmire-Dowling Funeral Home Chapel. Burial will follow at Mount Hope Cemetery.

Family will receive friends from 6:00 PM – 8:00 PM on Thursday at the funeral home.

Memorials may be made to McLeod Hospice, P. O. Box 100551, Florence, SC 29502 or to the Alzheimer's Association, 140 Stoneridge Drive, Ste 210, Columbia, SC 29210

Please sign the tribute wall for the family at www.stoudenmiredowling.com.

Due to the fact that Penny Moore and Thomas P. Moore has kept our parents Estate open entering into the 6th year, Linda K. Moore did not receive any of her part of the 2 million dollar Estate left to her by her parents. We will ask everyone - How would you feel if it were you? WHICH HEIR WILL BE NEXT - Receiving NOTHING?

"Enclosed"
Thomas P. Moore's letter

Phillip F. Moore and Francine L. Lawton received this letter 4-7-19 from Thomas P. Moore. He has submitted a Statement of Creditor's Claim on the Estate of Linda K. Moore. This is another Scam by Thomas P. Moore just as he did with the unsigned, undated letter. Thomas is asking for the 4 Heirs to pay $\frac{1}{4}$ of the \$40,000.00 he owes his personal attorney - Pierce Campbell to represent him through-out the Probate. We really do think Thomas P. Moore needs to see a psychiatrist. Phillip F. Moore, Francine L. Lawton and Linda K. Moore has already paid \$17,000.00 from their Retirement funds for their OWN personal attorney. We have not agreed to pay any of Thomas P. Moore's fees, that's just more lies he is telling just like he did with the letter.

Linda K. Moore is not here to defend herself but, she still has 2 witnesses living to testify in her defence. Also, we we ask the Judge to invoke the Dead Mans Statute.

STATE OF SOUTH CAROLINA
 COUNTY OF FLORENCE
 IN THE MATTER OF:

IN THE PROBATE COURT

STATEMENT OF CREDITOR'S CLAIM

(Decedent) LINDA KAYE MOORE

CASE NUMBER: 219 ES 2100 294

Decedent's Date of Death (if known): 2-27-19

Decedent's Last Mailing Address: 1454 GOLF TERRACE BLVD. APT. 1

Creditor:	<u>THOMAS P. MOORE</u>
Address:	<u>226 WHITE PALM CT. FLORENCE SC 29506</u>
Telephone:	<u>843-601-1548</u>
Email:	
Original Creditor:	
Address (if different from above)	
Claim Amount Due:	<u>\$ 1/4 of ATTORNEY FEES FOR REPRESENTATION OF PARENTS ESTATE</u>
Account Number:	
Other Reference Number:	
Basis of claim (Ex: Contract, Services Rendered for decedent, etc):	<u>SERVICES RENDERED: ATTORNEY HIRED TO ADVISE CLAIM AGAINST OUR PARENTS ESTATE IN PROBATE AND APPEALS PROCESSES. EACH OF 4 HEIRS WILL RECEIVE EQUAL SHARES WHEN APPEALS ARE OVER. EACH OF THE FOUR HEIRS SHOULD PAY EQUAL PARTS OF ATTORNEY FEES.</u>
Date claim will become due (if not already due)	<u>UNKNOWN UNTIL APPEALS PROCESSES ARE FINISHED. ATTORNEY: PIERCE CAMPBELL</u>
Nature of uncertainty as to the claim, if any (i.e. contingent claim, amount of claim, due date):	
Description of security as to the claim, if any (Ex: Collateral for the debt)	

2119 APR - 4 PM 54
 THOMAS P. MOORE JR.
 JUDGE OF PROBATE COURT
 FLORENCE COUNTY SC

Signature: Thomas P. Moore
 Printed Name: THOMAS P. MOORE
 Title: Attorney
 Date: 4-11-19

INSTRUCTIONS: Claims **MUST** be filed with the Probate Court of the county in which the Decedent's Estate is under administration and may be delivered or mailed to the fiduciary appointed to administer the Estate (see SCPC 62-3-803, 62-3-804, and 62-3-806).

No claim against a Decedent's estate may be presented or legal action commenced against a Decedent's Estate prior to the appointment of a Personal Representative to administer the Decedent's Estate (except see SCPC 62-3-804(1)(b)).

Satisfaction or withdrawal of claim (FORM 325) **MUST** be filed once claim is resolved.

Personal Representative Dennis Moore's
Last Letter Enclosed

Now, this guy has been a thief since day ONE of our Parents Probate. Judge Scott knows he is a thief when he awarded Dennis Moore \$50.00 in his ORDER for his duty as Personal Representative.

- (1) Dennis Moore acts like he is a million Heir controlling all of our Parents money from the Estate for 6 years.
"Yes he is right, with everything in his possession as Personal Representative he is a million Heir."
- (2) Dennis has gone wild with our Parents money?
 - (A) He has paid his \$450,000.00 House off he lives in.
 - (B) He has invested the money in the operation of his car business at 2222 West Palmetto Street, Florence, S.C. for 6 years.
 - (C) He has purchased the Car Lot at 2222 West Palmetto Street Florence, S.C. for \$100,000.00 paid in full.
"Palmetto Auto Sales"
 - (D) He has bought his middle aged daughter a House for \$125,000.00 when she got a divorce.
 - (E) There is plenty more he has done - I will not take NO more of your tin
- (3) Enclosed is the Last letter we received from Dennis Moore. With only a 1st grade education and do not know how to spell, he should get his attorney to write letters for him.
- (4) He is a very demanding individual even with Judges and attorneys.
- (5) OUR PLEA IS SOMEONE PLEASE STOP HIM AND CLOSE THIS PROBATE.
- (6) Dennis is talking out of his head with this letter full of lies and false statements.

5-2-197

This letter is to Francine Lawhon and Phillip Moore
I cant not beleave that Yall dont want to paid
yall $\frac{1}{4}$ to Thomas Paul Moore on his Attorneys Fees.
Did you beleave that Mr. Campbell Was Working
For Free. You Where the one's that give Thomas
Paul Moore a thousand Dollars to hired Mr. Campbell
and I Was told buy Thomas Paul Moore that all
Four had agree to paid Mr. Campbell on his attorney
Fees I had to paid David Durant 30,000 thousand
Dollars to him and I dont know what Mr. Campbell
Charge but What Every he Charge yall need to paid
yall $\frac{1}{4}$ also because it Not right For Thomas Paul
Moore to paid all the attorney Fees. Because this
probate Court been going on Now For 6 years and
I Will probably be dead before is over and I
Will spent 30,000 thousand more to prove that
this probate Judge is Wrong in his decision. I
dont Blame Thomas Paul Moore For put a lien document
againts Linda Moore, or Phillip Moore, Francine Lawhon, because
IF Yall agree to paid $\frac{1}{4}$ of the Attorneys Fees its
not Right For Thomas Paul Moore to paid For all of it
both of you knew that Thomas Paul Moore did
not have the money to paid Mr. Campbell that
Was the reason that he had to get a thousand
Dollars From Yall. And the reason that Dennis Moore
spent 30,000 thousand Dollars in Attorneys Fees because
there NO Judge or NO Attorney is going to
accuse me of something I know I did not do.

Date: 5-2-19

The reason that this Judge rule like he did
We all know why because he practice law with
Turner/padget and Mr. Campbell practice law with
Turner/padget Now you know that this Judge was
not going to rule against his Partner not the one
that he practice law side by side at the same
law firm. And not to mention that both of them
was also at one time shareholder in the same
law firm now had crooked is that this was
nothing but a scam between the two of them.
And also IF Mr. Campbell thought that Dennis
moore was guilty why would he called my Attorney
David Smith the next week AFTER the Judge
gave his ruling and telled David Smith to telled
Dennis moore I will drop all the charging against
him IF he would let his client have my part
of the estate. Now he willing to drop (699,388.00)
dollars for what I had in the estate I told
David Smith to telled Mr. Campbell No Thank You
I will see him in the appeal court and the
supreme court before I will admit something that
I know for a fact that I did not do. Mr. Campbell
himself dont even beleave what all the Judge
put in that order because IF he did why would
he said he would drop all the charges against
Dennis moore. (Yes) I could have took the easy way out
and took his offer but I'm not going to admit to something
I know I did not do because someone said I did.

Dennis moore

The South Carolina Court of Appeals

In the Matter of the Estate of Thomas G. Moore:

Michael Dennis Moore, Appellant,

v.

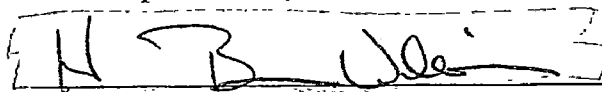
Thomas Paul Moore, Francine Laura Lawhon, Linda
Kaye Moore, and Phillip Frederick Moore, Respondents.

Appellate Case No. 2018-001144

ORDER

Respondent Thomas Paul Moore has filed a motion to dismiss Phillip Frederick Moore's cross-appeal, and a separate motion to strike Linda Kaye Moore and Francine Laura Lawhon's cross-appeal. Because Phillip Frederick Moore, Linda Kaye Moore, and Francine Laura Lawhon did not timely serve or file a notice of appeal or a cross-appeal, we construe the motions as requests to strike Phillip Frederick Moore Respondent's brief, and Linda Kaye Moore and Francine Laura Lawhon's Respondents' brief.

After careful consideration, the motions are granted. Although Phillip Frederick Moore's and Linda Kaye Moore and Francine Laura Lawhon's briefs are captioned as Respondents' briefs, they are aligned with Appellant's brief to the extent that they seek reversal of the lower courts' findings regarding the doctrine of integration. Because the briefs are not adverse to Appellant's brief, their briefs are not proper Respondents' briefs pursuant to the South Carolina Appellate Court Rules. See Rule 202(a), SCACR ("The party appealing shall be known as the appellant and the adverse party as the respondent.").



FOR THE COURT



The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

V. CLAIRE ALLEN
DEPUTY CLERK

POST OFFICE BOX 11629
COLUMBIA, SOUTH CAROLINA 29211
1220 SENATE STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 734-1890
FAX: (803) 734-1839
www.sccourts.org

May 22, 2019

Mr. James Ross Snell, Jr., Esquire
123 Harmon Street
Lexington SC 29072

Ms. Vicki D Koutsogiannis, Esquire
123 Harmon Street
Lexington SC 29072

Re: In the Matter of the Estate of: Thomas G. Moore
Appellate Case No. 2018-001144

Dear Counsel:

We received your motion for extension of time to serve and file the respondent's final brief as well as the respondent's final brief of Phillip Frederick Moore. As per this Court's order dated April 10, 2019, the respondent's initial brief of Phillip Frederick Moore was stricken by this Court and will not be considered on the docket. Therefore, this Court declines to accept the respondent's final brief of Phillip Frederick Moore. Please contact this Court within ten (10) days from the date of this letter if you wish to make arrangements to retrieve the original and bound copies of the respondent's final brief of Phillip Frederick Moore. This Court will dispose of the original and bound copies of the respondent's final brief of Phillip Frederick Moore if no arrangements are made within ten (10) days from the date of this letter.

①

Very truly yours,

V. Clain Allen, Deputy

CLERK

cc: Norwood David DuRant, Jr., Esquire
C. Pierce Campbell, Esquire
Francine Laura Lawhon
Linda Kaye Moore
Phillip Frederick Moore

The South Carolina Court of Appeals

In the Matter of the Estate of Thomas G. Moore:

Michael Dennis Moore, Appellant,

v.

Thomas Paul Moore, Francine Laura Lawton, Linda
Kaye Moore, and Phillip Frederick Moore, Respondents.

Appellate Case No. 2018-001144

RECEIVED

6-10-19

JUN 18 2019

SC Court of Appeals

The Honorable Jenny Abbott Kitchings
Deputy Clerk, South Carolina Court of Appeals
1220 Senate Street
Columbia, SC 29201

Dear Ms. Kitchings,

Two letters are attached that we received in the mail from the South Carolina Court of Appeals. These letters state that the briefs of Phillip Moore, Francine Lawton and Linda Moore has been stricken and will NOT be considered on the docket. Receiving these letters our understanding is 3 of the 5 Heirs - Phillip Moore, Francine Lawton and Linda Moore will have NOTHING for the South Carolina Court Appeals Judges to Review to give their decisions on the 3 Appeals. We do not have a attorney now since these briefs have been stricken.

TO Be involved with our Parents Probate in Columbia, S.C. we are submitting these papers to be admitted (only) to be Reviewed by the Court Appeal Judges. These papers ARE NOT a Brief, NO NEW EVIDENCE are in these papers. As Heirs of our Parents we ask to be involved in our Parents Estate as well as Dennis Moore and Thomas Moore. These papers consist of Questions and our Response to the Dec. 22, 2015 Hearing also a response to Pierce Campbell's final Brief - Just to ask questions. We have NOTHING else to submit for the Court Appeals Judges to Review and put on the docket keeping us involved in our Parents Probate. Again, this is NOT a Brief.

We are not attorneys and now are Pro-SE after the briefs were stricken. If we are suppose to send a copy of our Response from the Dec. 22, 2015 Hearing to David Durant and Pierce Campbell, Please stamp the copy and return it in the self-stamped envelope.

Thank you,
Pro-SE Heirs
Phillip Moore, Francine Lawton, Linda

Shirley F. Moore Dr.
04 MAIN DRIVE
COLUMBIA, S.C. 29505

UNITED STATES
POSTAL SERVICE

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MAIL

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USPS TRACKING NUMBER



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Honorable Jimmy ABBOTT Kitchings
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