

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

---

APPEAL FROM SUMTER COUNTY  
Court of Common Pleas

Kristi Curtis, Circuit Court Judge

---

Case No.: 2018-CP-43-01583

Appellate Case No. 2019-000873

---

**RECEIVED**  
FEB 27 2020  
SC Court of Appeals

M. B. Hutson .....Appellant,

v.

A. Paul Weissenstein.....Respondent.

---

**APPELLANT'S RESPONSE TO RESPONDENT'S INITIAL BRIEF**

---

Comes now Appellant who responds to Respondent's initial brief:

1. Appellant employed Respondent in 2011 to defend him against alleged default claims made by TLC Holdings, LLC and their attorneys as clearly described in Appellant's initial brief.
2. Respondent agreed to represent and defend Appellant against the fraudulent eviction notice filed by TLC Holdings, LLC and their attorneys.

3. Respondent is and was an Attorney licensed by the State of South Carolina and is and was actively practicing real estate law. Appellant provided this Respondent at that time with the following related documents:
  - a) the Lease Purchase Agreement between Appellant and TLC Holdings, LLC,
  - b) the Retail Membership Agreements held by the member families, and
  - c) the Membership Interest Purchase Agreement.
4. Appellant was assured by Respondent that he fully understood all the facts of the eviction. HOWEVER, this Respondent totally failed to recognize that the family membership agreements created defective title.
5. Also, this Respondent failed to recognize that TLC Holdings, LLC, in not recording those hundreds of Retail Membership Agreements, had violated South Carolina statute 27-33-30, which states:

*“In order to give notice to third persons any lease or agreement for the use or occupancy of real estate shall be recorded in the same manner as a deed of real estate.”*
6. Therefore, this Respondent failed to identify that the Lease Purchase Agreement was fraudulent as it was purporting to sell land for the development and sale of single family units which was already contractually encumbered for 70+ years by holders of the Retail Membership Agreements.
7. Actions taken by this Respondent verify that HE DID NOT RECOGNIZE nor appropriately expose to the court those critical underlying issues—fraudulent contracts--, which would have proven the eviction groundless as the contracts upon which the eviction was built were totally fraudulent in claiming to sell land already contractually held for 70+ years by holders of the Retail Membership Agreements.
8. Had this Respondent simply filed a motion as part of his response to TLC Holdings, LLC's ejection suit asking the Court to simply stay any further action against Appellant until TLC

Holdings, LLC cleared up the defective title, the case would have been over a long time ago as *TLC HOLDINGS, LLC was unable to clear up the title*. Therefore a stay could then have been filed by Appellant that required TLC Holdings, LLC and their attorneys to settle the case with Appellant allowing Appellant damages (perhaps into the millions of dollars) caused by TLC and their attorneys' plan to commit fraud against Appellant.

9. However, Respondent collaborated with TLC Holdings, LLC's attorneys to prepare the Settlement Agreement, which was totally inappropriate and did not address the true issues of extrinsic fraud underlying the original contracts (Lease Purchase Agreement and the Membership Interest Purchase Agreement). Subsequently, this Defendant recommended that this Appellant, his client, execute said Settlement Agreement. Since the Settlement Agreement did not expose, but supported the fraud in the Lease Purchase Agreement, then the Settlement Agreement also became fraudulent, as the Settlement Agreement was still requiring this Appellant to buy and develop property that legally could not be purchased due to defective title created by the long term "right to use" contracts (Retail Membership Agreements) held by hundreds of individual families.

*"Each and every term, covenant and condition of the Lease" (referring to the Lease Purchase Agreement) is incorporated herein such that the Lease and this Settlement Agreement shall be read and construed as one instrument. The Lease, as hereby amended remains in full force and effect, and except as expressly stated herein, all terms and conditions of the Lease remain unchanged.* (Item # 27, p. 7-8 of the Settlement Agreement.)

In summary, this Respondent

- A. had copies of all the papers and contracts,
- B. assured this Appellant that he fully understood all the issues

- C. collaborated with TLC Holdings, LLC's attorneys to write, sign, and then presented that Settlement Agreement to his client, this Appellant, to sign-- a Settlement Agreement which verifies this Respondents' failure to appropriately recognize and defend his client against real estate fraud, and in doing so...
- D. failed in his duty to provide appropriate services for which he was contracted and paid, and conducted malpractice upon his client, this Appellant, causing him millions of dollars of damages, crippling his ability to work and causing stress and grief to such a point that Appellant seriously considered taking his own life to end the legal trauma.

The Respondent's attorney, in his Initial Brief, claims that, as stated in the lower court, that the Respondent is not responsible for the original fraud in the Lease Purchase Agreement, to which this Appellant readily agrees. *However*, defense for the Respondent, and the lower court fail to admit that Respondent IS RESPONSIBLE for giving informed, appropriate counsel for the 'eviction' based on that contract, which this Respondent FAILED TO DO because Respondent : (1) did not recognize that the land was unsellable for development, and (2) did not advise the Appellant accordingly, and (3) advised the Appellant to sign a Settlement Agreement that states on page seven, item #27:

*"Each and every term, covenant and condition of the Lease is incorporated herein such that the Lease and this Settlement Agreement shall be read and construed as one instrument. The Lease, as hereby amended, remains in full force and effect, and except as expressly state herein, all terms and conditions of the Lease remain unchanged."*

Because of this clearly stated contractual connection between the Lease Purchase Agreement and the Settlement Agreement *in the Settlement Agreement*, this

Respondent, under contract to this Appellant, was obligated to give full, wise and lawful counsel based on his personal and professional investigation and knowledge of the law, and the contents and constitutionality of the documents before him, and this Respondent DID NOT FULFILL THOSE OBLIGATIONS.

NOTE: This Appellant has shown the Common Pleas Court various documents that Respondent wrote, signed, and which were additional proofs of this Respondent's malpractice, lack of comprehensive understanding of real estate law, and giving inappropriate advice to this Appellant causing great damage. Appellant also presented a sworn affidavit by an Expert Witness who is a South Carolina attorney identifying Respondent's malpractice in the lower court.

This Respondent's attorney states in his brief (p. 11) that "Under South Carolina law, a plaintiff must establish all four elements in a legal malpractice action:" All four criteria for malpractice exist.

"(1) The existence of an attorney-client relationship;" (Appellant presented contract to court).

"(2) A breach of duty by the attorney;" Appellant thoroughly restated Respondent's breach of duty above.

"(3) Damage to the client;" Appellant has repeatedly described his damages of time, funds, reputation.

"(4) Proximate cause of the client's damages by the breach"; As stated above:

-Appellant would not have been wrongfully evicted, as stated above, if : (1) Respondent had identified the fraudulent contracts, (2) Respondent had recognized the Sellers avoidance of recording those long term leases for use of the land as required by state

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

---

APPEAL FROM SUMTER COUNTY  
Court of Common Pleas

---

Kristi Curtis, Circuit Court Judge

---

Case No.: 2018-CP-43-01583  
Appellate Case No. 2019-000873

---

**RECEIVED**  
FEB 27 2020  
SC Court of Appeals

M. B. Hutson .....Appellant,

v.

A. Paul Weissenstein.....Respondent.

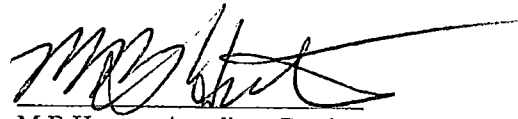
---

**PROOF OF SERVICE**

---

I, M B Hutson, Appellant, certify that I served a copy of the attached *Appellant's Response to Respondent's INITIAL BRIEF* by depositing a copy of it in the United States Postal Service, postage prepaid, on FEBRUARY 26, 2020, addressed to Respondent's Counsel, Steve Kropski, Esq., Earhart Overstreet, P. O. Box 22528, Charleston, SC 29413.

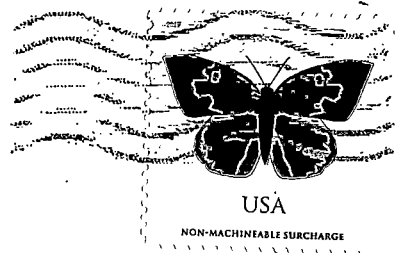
This 26th day of February, 2020.

  
M B Huston, Appellant, Pro Se

MB Hutson  
Post Office Box 2755  
Orangeburg, SC 29116

COLUMBIA, SC 290

FEB 27 2020 9 41



RECEIVED  
FEB 27 2020  
SC Court of Appeals

SC Court of Appeals  
Post Office Box 11629  
Columbia, SC 29211

29211-162929

