

Attachment B

Rule 59e motion submitted May 18, 2020
accepted May 20, 2020
(no ruling to date)

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)
)
 IN THE MATTER OF: ESTATE OF ANNIE)
 MAE CROSBY)
)
)
 JESSIE FRED CROSBY AND ROBERT)
 EDWARD CROSBY, JR.,)
)
 PETITIONERS,)
)
 VS.)
)
 ROSE MAE CROSBY WALSH, Individually)
 and as Personal Representative of the Estate)
 of Annie Mae Crosby, and KELVIN WAYNE)
 CROSBY,)
 RESPONDENTS,)
)
 Of whom ROSE MAE CROSBY WALSH,)
 Individually and as Personal Representative of)
 the Estate of Annie Mae Crosby is the)
)
 APPELLANT.)
)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

(Probate Case No. 2016-ES-10-02054)

CASE NO. 2019-CP-10-1887

MOTION TO ALTER OR AMEND

RECEIVED

Jun 09 2020

SC Court of Appeals

Rose Mae Crosby Walsh in both her individual capacity and as Personal Representative of the Estate of Annie Mae Crosby moves pursuant to SCRCP 59(e) to alter or amend the May 7, 2020 order of the circuit court to reconsider the following aspects of the order.

1. On page 2 of the order the court refers to the May 16, 2018 order of the Probate Court which established the bidding process for the property at 3283 Von Oshen Road, but the court omitted that the order was a consent order among all interested beneficiaries, reflecting an agreement that had been placed on the record in April 2018. In the footnote on page 12 the court

went further, despite no beneficiary disputing that the May 16, 2018 order was a consent order, concluding that the May 16, 2018 order was *not* a consent order.

In the footnote on p. 12 the court based its conclusion on the order having been signed by only the probate judge. But at the April 23, 2018 hearing which preceded that order, all beneficiaries consented to the essential terms for the property bidding process that the order contained, as the transcript of that hearing, Attachment A to this motion reflects on pages 3 - 5. The agreement about the bid process was placed on the record and explicitly agreed to by all counsel. See also, R. App. 814, 821 – 822, where the order is referred to as a consent order. At Attachment B is the email which forwarded the consent order to the law clerk for the Probate Court, after the consent order had been circulated among counsel for approval.

There is a reason that no party disputed that the order reflected consent as to the bidding for the property at 3283 Von Oshen Road, and the court has erred in concluding otherwise.

A consent order can be entered by agreement of the parties:

Ordinarily, where a judgment or order is entered by consent, it is binding and conclusive and cannot be attacked by the parties either by direct appeal or in a collateral proceeding. *Jones Parker v. Webb*, 8 S.C. 202 (1876). However, a consent order is an agreement of the parties, under the sanction of the court, and is to be interpreted as an agreement. *Id.*

Johnson v. Johnson, 310 S.C. 44, 46 (S.C. App. 1992). Attachment A reflects that all beneficiaries consented to the bid process, including its possible outcomes, and without any preconditions to the bid process. Attachment B reflects that the consent order was sent to the court after all counsel had reviewed its terms.

All beneficiaries had consented, and had done so without pre-conditions, to both the method of bidding and the possible outcome of one bidder purchasing the property for its undisputed market value should the other bidder drive up the price without perfecting that bid

price, as happened during this bidding. The court has erred in not ruling on Ms. Walsh's contention that no beneficiary was aggrieved by the outcome of the bid process, so had no standing to object to either the bid outcome when the consent order was fully complied with by Ms. Walsh in her capacity as personal representative, or to move for her removal as personal representative.

2. On pages 3, 8 – 9, 10 and 11 the court referred to email of Ms. Walsh's individual counsel giving notice about a potential issue as to the bidding method (three persons bidding when the order permitted two). The court erred in considering that contingent issue in any way, as the issue was never reached. As set out below, not only was the \$159,000.00 amount needed to perfect the bid undisputed, and undisputedly not paid, but the calculation of that amount by Jessie Crosby's counsel undisputedly assigned only Jessie Crosby's \$75,000 credit to the calculation. R. App. 771. The contingent issue referred to in counsel's emails never became ripe for adjudication. The court erred in using counsel's emails about the potential issue to find that the personal representative had a duty to make further inquiry of the Probate Court, particularly where the consent order required Ms. Walsh to act within two days to effectuate the fallback provision of the bid process by submitting her competing bid for the property's agreed-upon fair market value. The court erred in not recognizing that limitation, and in faulting Ms. Walsh when she had complied with the consent order. The failure to perfect the bid was not her responsibility.

3. On page 3 the court erred in concluding "there were disputes between the parties as to the amount of money that should be deposited with the Personal Representative." Similarly, on page 8 the court erred in concluding that "Rose contended" and "she believed" that the sum required to perfect the bid was \$159,000. (See also the similar conclusion on page 10 and the

court's conclusion on page 11 that Ms. Walsh had made a "unilateral determination" about the sum due).

In fact, the Record reflects there was no dispute whatever as to what the consent order required to perfect the bid, as the emails among counsel when the bidding concluded reflect that all counsel agreed, and confirmed, that the proper calculation for the payment to perfect the bid was \$159,000. See, R. App. 771 to 773. R. App. 771 is the May 31, 2018 email from Jessie Crosby's counsel at the time, David Michel, which states, in pertinent part:

It is my understanding that Jessie is the high bidder for 3283 VO at \$312,000.
I want to confirm the breakdown of what he needs to pay within the next 10 days.

	Bid	75% of Bid
	\$312,000	\$234,000
Minus \$75,000 credit Jessie		-\$75,000
To Shelly All within 10 days		\$159,000

At p. 772 of the Record is the email from Rose Walsh's individual counsel confirming that same \$159,000 calculation. No beneficiary disagreed. All agreed to what the consent order required in the form of a payment to perfect the bid. The court has erred at pages 10 and 11 in disregarding the requirements of the consent order, ignoring the agreement among the bidders as to the sum due, in changing the calculation from that in the consent order, and doing so based on an after-the-fact rationale of a lesser sum due so as to create a dispute which did not exist at the time of the bidding. The consent order detailed the amount due to perfect the bid; the amount due was undisputed; the amount due was not paid; and the consent order specified what was to happen in that circumstance.

4. On pages 3 and 9, the court erred in concluding that Ms.. Walsh as the Personal Representative should have consulted the Probate Court for "guidance or approval" in complying with the consent order under which the bidding had occurred. As noted above, the parties had

consented to the bid process and its various outcomes, the bidders had explicitly agreed on the amount needed to perfect the bid, and the consent order set out the procedure and the two day timetable for the property to be sold at the agreed-upon market price once Mr. Crosby failed to perfect his bid. At page 12 of its order the court imposed on Ms. Walsh as personal representative obligations apart from those in the consent order with which she was obligated to comply. And, as noted above, it is error to place on Ms. Walsh the burden of Jessie Crosby failing to perfect his bid with the payment that his own counsel calculated was due.

5. On page 7 the court erred in concluding that Rose Walsh failed to fulfill her fiduciary duty as Personal Representative when her “failure” consisted of complying with a consent order as to the sale of the property at 3283 Von Oshen Road. The court erred in not ruling on her argument that she was obligated to comply with that consent order, and in removing her as personal representative for complying with the consent order.

6. On pages 7 – 8 the court erred in finding that Rose Walsh breached a duty to “execute a Deed of Distribution for the Mill Street Property,” without considering or ruling on (a) her contention that the consent order had been entered without preconditions as to the Mill Street Property, or (b) that she had similarly withheld deeding to herself a property specifically devised to her, (c) that she wanted an order authorizing her to deed each property, as she testified, R. App. 780, (d) that two of her siblings had stated their intention to “drain the estate and keep me in court until there was nothing left,” R. App. 783, and that (e) Jessie Crosby had threatened her life over the estate. R. App. 788 - 789. See, e.g., R. App. 784 (“Everything I’ve tried to do as a personal representative, they have tried to counteract, even as far as the grass cutting at my mother’s house. Everything they has been an argument and a court battle.”) The

consent order for the bidding on the property at 3283 Von Oshen Road was entered without any precondition applicable to the Mill Street property or any other specific devise from the will.

7. At page 8 the court erred in (a) going outside the Record on Appeal to find, and (b) contrary to the Record on Appeal, that Rose Walsh testified about a “sweet deal” on the Von Oshen property. Her testimony in the Record is undisputed that in her individual capacity she sought only to purchase the property at fair market value. E.g., R. App. 781.¹

8. On page 9 the court erred in affirming Ms. Walsh’s removal as personal representative without ruling on her obligations as personal representative to comply with the consent order. The Probate Court order acknowledged she had complied with the terms of the order as to the bidding on the property at 3283 Von Oshen Road. Nor has the court ruled on her contention that the beneficiaries having consented to the property sale method and outcome meant none was an “aggrieved” person to support standing to object to the property sale to Ms. Walsh or to her removal as personal representative. Once Jessie Crosby failed to perfect his bid, a failing over which Ms. Walsh had no control, her obligations were defined by the consent order. The court erred in imposing on her an obligation different from that imposed by the consent order.

Conclusion

The court should alter or amend its order consistent with this motion, order that Ms. Walsh made no error as personal representative in complying with a consent order. She should be

¹ Should be record be supplemented, the appellants would seek to include Ms. Walsh’s hearing testimony that the “sweet deal” referred to her offer to exchange her *entire* interest in other aspects of the estate for the 3283 Von Oshen property, as that property is adjacent to her own, an offer to exchange more than the property’s fair market value. That offer was declined in favor of the bid procedure agreed to. The testimony cited by the court is not accurate, and is not in the Record on Appeal. The court has cited to a number of pages not in the Record on Appeal.

reinstated as personal representative, but at minimum the court should order that 3283 Von Oshen Road be restored to her under the terms of the May 16, 2018 consent order of the probate court.

Respectfully submitted,

s/ Gregg Meyers

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*Attorneys for Appellant Rose Mae Crosby
Walsh, as Personal Representative*

In The Matter Of:

*In Re: The Estate of
Annie Mae Crosby*

April 23, 2018

*Janice D. Hayward, RMR
Independent Court Reporter
843.478.6756
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Original File 042318ACrosby.txt

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1 STATE OF SOUTH CAROLINA) IN THE PROBATE COURT
2 COUNTY OF CHARLESTON) CASE NO. 2016-ES10-2054

5 IN RE: THE ESTATE OF)
6 ANNIE MAE CROSBY)

10 BEFORE: IRVIN G. CONDON, JUDGE OF PROBATE
11 DATE: Monday, April 23, 2018
12 TIME: 1:26 p.m.
13 LOCATION: Charleston County Probate Court
14 84 Broad Street, Second Floor
Charleston, South Carolina 29401
15 REPORTED BY: Janice D. Hayward, RMR
16 NCRA Registered Merit Reporter
17 101 Dorchester Court
Charleston, South Carolina 29418
18 843.478.6756
JanHayward1@Gmail.com

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6 APPEARANCES

7 For Petitioner Anne Kelley Russell
8 Moore & Van Allen, PLLC
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9 For Jessie and Robert Crosby David L. Michel
10 Michel Law Firm, LLC
192 East Bay Street, Suite 202
Charleston, South Carolina 29401
12 For Calhoun Dennis E. O'Neill
13 Law Office of Dennis E. O'Neill
1473 Stuart Engles Boulevard
Mount Pleasant, South Carolina
29464
15 Also Present Rose Crosby Walsh
Edward Walsh

1 THE COURT: Good afternoon. Again,
2 my name is Irvin Condon. I'm the probate judge for
3 Charleston County. This is the matter of the estate
4 of Annie Mae Crosby, Charleston County Probate Case
5 Number 2016-ES10-2054. We're here on a petition for
6 the sale of real estate.

7 Counsel ready to proceed?

8 MS. RUSSELL: Yes, your Honor.

9 THE COURT: Okay. I know you had a
10 powers clause in the will, but you're asking the
11 Court for approval of the sale?

12 MS. RUSSELL: That is correct, your
13 Honor. Just for procedural issues, we filed an
14 amended petition. And I believe that all the
15 parties have approved the petition.

16 THE COURT: Okay.

17 MS. RUSSELL: And I'm actually
18 pleased to report that we have a compromise that
19 we'd like to essentially put into the record today.

20 THE COURT: Okay.

21 MS. RUSSELL: As of the time that the
22 personal representative went to sell the property,
23 there was some disagreement. So let me start -- let
24 me go through the properties as they are stated in
25 our petition and amended petition.

1 For 3283 Von Ohsen Road, as
2 referenced in the petition, the parties agree that
3 the personal representative may sell 3283 Von Ohsen
4 Road to the highest bidder between petitioner, Rose
5 Walsh, and Jessie Fred Crosby, with established
6 parameters of the bidding process as follows:

7 Rose Walsh will be the initial
8 bidder and may not bid less than \$190,000 as the
9 opening bid. Jessie Fred Crosby has 24 hours after
10 Rose's bid is made to make his written bid.

11 The written bids can be in the
12 form of attorneys -- of emails between the
13 attorneys. And every bid thereafter has to be
14 within 24 hours of each other.

15 THE COURT: Okay.

16 MS. RUSSELL: The minimum increase in
17 bids is \$2,000. Once a bid is submitted, it is not
18 retractable. The person submitting the highest bid
19 must purchase his or her share of Von Ohsen within
20 ten days of making final bid.

21 The highest bidder may only
22 assign up to 75,000 of his or her expected share of
23 the estate to the purchase.

24 And if the highest bidder cannot
25 make such payment within ten days of making the

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1 final bid, then the other party may submit a bid
 2 equal to \$171,000 and shall be the highest bidder.
 3 The \$171,000 is the amount that Rose would have
 4 otherwise been allowed to sell the property at.
 5 THE COURT: Okay.
 6 MS. RUSSELL: And this bidding
 7 process and the sale shall take place within 30 days
 8 of the signed order.
 9 THE COURT: Okay.
 10 MS. RUSSELL: With regard to
 11 Cottageville acreage --
 12 THE COURT: Do you want to do them
 13 one by one or, let me ask counsel, or do them all
 14 together?
 15 MS. RUSSELL: That sounds fine.
 16 MR. MICHEL: David Michel on behalf
 17 of Jessie and Robert Crosby, and we're in agreement
 18 regarding that process regarding this first
 19 property, your Honor.
 20 THE COURT: Okay.
 21 MR. O'NEILL: Your Honor, Dennis
 22 O'Neill for Calhoun Crosby. And we don't intend to
 23 bid on it. We have no objection to how they've
 24 arranged it between themselves.
 25 THE COURT: Okay. Thank you.

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1 starting at the value of \$22,500.
 2 And like the Cottageville
 3 property, parties agree that the personal
 4 representative may sell the property at not less
 5 than 70 percent of the fair market value, for the
 6 same reason the parties don't want to have to come
 7 back to court if we can't get 90 percent.
 8 THE COURT: That was 20,500 or
 9 20,250?
 10 MS. RUSSELL: That was 22,500.
 11 THE COURT: 22,500. I'm sorry.
 12 MR. MICHEL: Was the appraised value.
 13 MS. RUSSELL: 22,500 is 90 percent of
 14 the appraised value.
 15 THE COURT: Thank you.
 16 MR. MICHEL: To be sure, double-check
 17 your figures.
 18 MS. RUSSELL: Oh. So, excuse me,
 19 your Honor, David Michel is correct, 90 percent of
 20 the appraised value is \$20,250. I just got the
 21 numbers mixed up.
 22 THE COURT: Okay. So it's 70 percent
 23 of the fair market value or 70 percent of the
 24 20,250?
 25 MS. RUSSELL: 70 percent of the fair

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1 MS. RUSSELL: With regard to
 2 Cottageville acreage, the parties agree that the
 3 personal representative may sell the real property
 4 referenced in our petition as the Cottageville
 5 acreage starting at the sales price of 76,500.
 6 The parties also agree that the
 7 personal representative may sell the property for up
 8 to 70 percent of the fair market value.
 9 THE COURT: You said 70 percent?
 10 MS. RUSSELL: Um-hum.
 11 THE COURT: Okay.
 12 MS. RUSSELL: The purpose being that
 13 the parties do not want to have to come back to
 14 court if we are not able to sell it -- if the
 15 personal representative is not able to sell it for
 16 that amount, for the 76,500.
 17 THE COURT: Okay. Mr. Michel,
 18 Mr. O'Neill, you all are in agreement?
 19 MR. O'NEILL: Same reply, Judge.
 20 MR. MICHEL: Same reply, your Honor,
 21 on behalf of Jessie and Robert Crosby.
 22 THE COURT: Okay.
 23 MS. RUSSELL: 3303 Von Ohlsen Road,
 24 parties agree that the personal representative may
 25 sell the referenced property, 3303 Von Ohlsen Road,

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1 market value, your Honor.
 2 THE COURT: Which is 22,500.
 3 MS. RUSSELL: That's right.
 4 THE COURT: Counsel both in
 5 agreement?
 6 MR. MICHEL: Yes.
 7 MR. O'NEILL: Yes, sir.
 8 MS. RUSSELL: The next referenced
 9 property in our petition is 6613 Main Street in
 10 Bowman. The parties agree that the personal
 11 representative may sell or otherwise deed the real
 12 property referenced in our petition as 6613 Main
 13 Street to Jessie Fred Crosby in the amount of
 14 \$4,500, which shall in turn reduce the amount of
 15 cash to be distributed to Jessie Fred Crosby by, I
 16 believe, \$3,375 which is three-fourths of \$4,500.
 17 MR. MICHEL: On behalf of Jessie
 18 Crosby, his attorney, that is correct.
 19 MR. O'NEILL: No objection on behalf
 20 of Calhoun, your Honor, at this time.
 21 THE COURT: Does that take care of
 22 all the property?
 23 MS. RUSSELL: That does take care of
 24 all the real property. I have one more stipulation
 25 that we have petitioned for would be that with

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1 regard to the properties of Cottageville acreage and
 2 3303 Von Ohsen Road, that the personal
 3 representative will -- has now the power to sell.
 4 She shall be allowed to take all
 5 of the actions customary with selling the property
 6 including but not limited to hiring a listing agent,
 7 negotiating a listing agent fee, preparing the
 8 properties to sell them, and executing any and all
 9 documents necessary to close on the sale of such
 10 properties.
 11 Further, the beneficiaries of
 12 the estate other than the personal representative
 13 shall not impede any sale.
 14 MR. MICHEL: Your Honor, one thing
 15 that we will put on there about the Cottageville
 16 property, I forgot to mention this with
 17 Miss Kelley -- or excuse me, I forgot to mention
 18 this, is the -- I believe there are some deer stands
 19 on the Cottageville property that I'll get with you
 20 ahead of time that they put up some deer stands.
 21 But other than that, we will not
 22 impede or mess with or do anything to that property.
 23 They did put up some deer stands. But I think we're
 24 going to get that property hopefully worked out.
 25 THE COURT: Okay.

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1 shall be at the estate expense.
 2 The personal representative also
 3 agrees to make duplicates and make -- essentially
 4 make duplicates for each beneficiary and deliver the
 5 duplicates for that beneficiary to his attorney.
 6 And the personal representative agrees to do this
 7 within 30 days of the signed order.
 8 And lastly, the parties agree
 9 that with regard to the remaining personal property
 10 at the decedent's residence, both inside and outside
 11 of the home, the parties agree to either reach an
 12 agreement within 30 days of the signed order, and if
 13 an agreement between the parties or -- among the
 14 parties, excuse me, is not reached, that the
 15 personal representative shall hire or retain a
 16 licensed estate liquidator to auction off said
 17 property at the expense of the estate.
 18 THE COURT: Mr. Michel and
 19 Mr. O'Neill, agree with that statement?
 20 MR. MICHEL: I do, your Honor. I'll
 21 point out, I believe the PR has the right to do
 22 that, but out of an abundance of caution,
 23 Miss Russell has worked very hard to kind of work
 24 out any contingencies so we avoid the expense of
 25 coming back.

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1 MR. MICHEL: But I will definitely
 2 let them know not to impede -- I think one of these
 3 properties is near or one of them lives -- and we've
 4 told them, do not impede. If a professional comes
 5 to examine the property or look at the property,
 6 don't interfere. So that's -- we're well aware of
 7 that.
 8 MS. RUSSELL: And your Honor, the
 9 petitioner agrees to the removal of the deer stands
 10 prior to our sale of the property.
 11 MR. MICHEL: And I'll notify, just so
 12 you'll know, there's been some angst between one of
 13 my clients, but I'll make sure I make an effort to
 14 notify the PR's lawyer when they'll be there, when
 15 they'll be on that property so there's no confusion.
 16 THE COURT: Okay. Miss Russell,
 17 anything else?
 18 MS. RUSSELL: We actually have a few
 19 other items we would like to put on the record about
 20 the tangible personal property of the estate. The
 21 personal representative agrees to take -- to make
 22 duplicates of any family pictures left in the
 23 decedent's home and deliver a copy of those to
 24 Dennis O'Neill, the attorney for Calhoun Crosby, and
 25 that this -- the cost of making such duplicates

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1 THE COURT: Okay.
 2 MR. O'NEILL: That's agreed to. We
 3 appreciate it, your Honor.
 4 MR. MICHEL: Thank you.
 5 MS. RUSSELL: One final note, if the
 6 parties agree, would it be acceptable to furnish
 7 duplicates of the photographs on CD?
 8 MR. MICHEL: Yeah.
 9 MR. O'NEILL: Sure.
 10 THE COURT: You know, technology is
 11 amazing, so --
 12 MS. RUSSELL: We'd like to take
 13 advantage of it.
 14 MR. MICHEL: Absolutely.
 15 MS. RUSSELL: I have nothing further,
 16 your Honor.
 17 THE COURT: Okay. Thank you.
 18 Mr. O'Neill?
 19 MR. O'NEILL: Nothing further for
 20 Calhoun, your Honor. Thank you.
 21 MR. MICHEL: Just appreciate Miss
 22 Russell's hard work to get us to this point, your
 23 Honor.
 24 THE COURT: Okay.
 25 MS. RUSSELL: Appreciate the hard

1 work of Dennis and David.

2 THE COURT: Okay. Do you want to do
3 it in the form of a consent order, or how would you
4 like to do it?

5 MS. RUSSELL: We would like to do it
6 in the form of a consent order and maybe email --
7 I'll guess we'll circulate that, prepare it, and
8 send you the final copy for your signatures.

9 THE COURT: Very good. I'm glad you
10 all were able to work it out. Okay.

11 Anything else?

12 MR. O'NEILL: No, sir. Thank you.

13 THE COURT: All right. Thank you.

14 MR. MICHEL: I appreciate it.

15 THE COURT: The hearing was concluded
16 at 1:42 p.m.)

17

18 ---oOo---

19

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22

23

24

25

1 STATE OF SOUTH CAROLINA)
2 COUNTY OF DORCHESTER) CERTIFICATE

3 I, Janice D. Hayward, Registered Merit
4 Reporter and Notary Public, certify that I was
5 authorized to and did stenographically report the
6 foregoing hearing, and that the transcript is
7 a true record.

8 I certify that the same was reduced to
9 typewritten form from my original stenograph notes
10 by computer-aided transcription.

11 I further certify that I am not of
12 counsel or kin to any of the parties to this cause
13 of action, nor am I interested in any manner in
14 its outcome.

15 IN WITNESS WHEREOF I have hereunto set
16 my hand and seal this the 1st day of May, 2018.

17

18

19

20 Janice D. Hayward, RMR
21 Notary Public, South Carolina
22 My Comm. Expires 10-10-22

23

24

25

From: Anne Kelley Russell
Sent: Tuesday, May 15, 2018 8:34 AM
To: ro'malley@charlestoncounty.org
Cc: david michel <david@michellawoffice.com>; Dennis O'Neill <dennis@oneilllawfirm.com>; greggmeyers@piercesloan.com; Melissa Altman (altmanm@mvalaw.com) <altmanm@mvalaw.com>; Kristy Watts <kristywatts@mvalaw.com>
Subject: CHARLESTON-#712549-v5-CROSBY_-_CONSENT_ORDER.doc

Bob,

Attached please find the proposed consent order that all of the parties have had the opportunity to review and edit. This is coming to you today as opposed to yesterday morning because I have had a very bad head cold and was out of the office all day yesterday. Thanks to all counsel for their patience.

My best regards,

Anne Kelley

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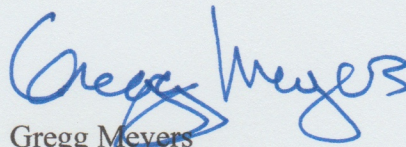
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Tom Lydon, tlydon@mgclaw.com

In addition, a copy was served on a pro se individual although he is not a party to the present appeal by placing a copy of the document in the United States mail, first class postage pre-paid, addressed to:

Kelvin Crosby
181 Azalea Drive
Waynesville NC 28786

Done May 20, 2020, upon notice today that the Notice of Electronic filing of May 18 was not successful, pursuant to SC E-file Court Rule 4.



Gregg Meyers
217 Lucas Street Unit F-1
Mt. Pleasant SC 29464
843-324-1589
attygm@gmail.com



Gregg Meyers <attygm@gmail.com>

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1 message

efiledonotreply@sccourts.org <efiledonotreply@sccourts.org>

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Subject: Your electronic filing, Re: 2019CP1001887 - (940) Probate Court Appeal - Letter/Letter, was accepted by CIRCUIT COURT.

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Case Type: (940) Probate Court Appeal

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