

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

5-28-2020

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

RECEIVED

JUN 01 2020

SC Court of Appeals

Dear Ms. Kitchens,

Please file the original with the Court and file-stamp the copy for us and return same in the enclosed, prepaid, self-addressed envelope.

Thank you for your assistance in this matter.

Sincerely,

Pro-SE - Phillip F. Moore Sr.

PRO-SE - Please look on the computer - S.C. Courts. ORG.

Event Information - FILED

6-27-2019 - Correspondence (Incoming) - Respondent Phillip F. Moore
Letter Regarding Counsel

7-18-2019 - Correspondence (Incoming) - Please send all Correspondence
and letters to my New Address
Phillip F. Moore 1504 Paman Drive
Florence, S.C. 29505 - NOT TO ATTY James Snell.

7-18-2019 - Correspondence - Office of the Clerk of Court
S.C. Court of Appeals
P.O. Box 11629
Columbia, S.C. 29211

Motion to Relieve Counsel

Pro-Se - Phillip F. Moore Sr.

5-28-2020

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TO: The South Carolina Court Appeals Judge of Appeals

- ① Our PLEA to the S.C. Court Judges - Please Close this Un-Just Probate.
- ② As you know that the Personal Representative controls the Probate Entirely. There is Nothing the remaining Heirs can make him do.
- ③ Our Personal Representative - Michael Dennis Moore has lived and benefited on our Parents Estate for 6 years. This is Totally UNFAIR.
- ④ These are the facts Dennis Moore has done using our Parents Estate over the Past 6 years.
 - (A) He has paid off his \$450,000.00 House he lives in.
 - (B) After he paid his house off, the House was just in his name. He went to the Court to add his wifes name on the deed or it could not be taken when this Probate closes. After he succeeded to put his and his wifes name on the deed, our attorney noticed what he did and had the Judge to change it back the way it was - (See the transaction in the Court Records.)
 - (C) He has purchased property at 2222 West Palmetto Street paid in full for \$100,000.00 to use as a Car Lot in Florence, S.C.
 - (D) Our Personal Representative - Michael Dennis Moore has used the \$699,388.00 belonging to all the Heirs Ordered by Judge Scott Nov. 29, 2016. Michael Dennis Moore has used this money for his personal use and to operate his Car Dealerships.
 - (E) Michael Dennis Moore has also used our Parents money to purchase a house paid in full \$125,000.00 for his daughter that recently divorced.
 - (F) Michael Dennis Moore has stated to the remaining Heirs, He was going to do what ever he can to keep this Probate OPEN.

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Our parents Probate case is entering into the 6th year and now we are in a Coronavirus Pandemic that could keep the Probate open even longer. The 1st day the Probate opened Feb. 20, 2014 3 of the Heirs - Phillip F. Moore, Francine L. Lawhon and Linda K. Moore has defended their Parents Estate exactly by their parents wishes stated in the Will. On Feb. 27, 2019 Linda K. Moore Passed away 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. Question - Which of the remaining 4 Heirs will be next Not to receive any of their Parents Estate. Our Court system has destroyed our parents Will. The fact is our Personal Representative (Pennis Moore) has retained 4 attorneys - Attorney Loman, Attorney Porter Stewart, Attorney David Smith and David Durant since the Probate opened Feb. 20, 2014 to help him take away our parents Estate with his Lies. You would ask the question "Why would he retain 4 attorneys when he only needs One." Then 8 months after the Probate opened Feb. 20, 2014 Thomas P. Moore decides to retain Pierce Campbell to represent him personally with Lies and false statements to take away the \$350,000.00 Richland County Property our parents owned. Phillip F. Moore, Francine L. Lawhon and Linda K. Moore has been treated unfair and our rights to our parents Estate has been violated. The Lies and false testimony in the transcript of the Dec. 22, 2015 will prove that Pennis Moore and his attorneys, Pierce Campbell and Thomas P. Moore has Lied throughout this Probate. Please close This Probate!!!

5-28-2020

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

STATEMENT OF ISSUES ON APPEAL

The Richland County Property should be Returned back to the 5 Heirs.

- 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. It is stated several times in the transcript in the Dec. 22, 2015 Hearing there was a meeting with ALL 5 Heirs seven days after the funeral of our father - T.G. Moore. ALL 5 Heirs made a Promise and Agreement together at the Meeting how the Richland County Property will be settled by our Parents wishes stated in the Will. 4 of the 5 Heirs will ask that the issue on the Richland County Property be settled by their Agreement and Promise Before the Probate Opened. Eight months from the date the Probate Opened Thomas P. Moore decided to break his Promise and Agreement. Thomas P. Moore retained Pierce Campbell 8 months after the Probate was Opened. Pierce Campbell and Thomas P. Moore has Lied and made False Statements in Court through-out the Hearings on the Richland County Property issue. The Lies and False Testimony can be Proven from the Transcript of the Dec. 22, 2015 Hearing. We have NO Doubt in our mind, the Lies and False Statements by Pierce Campbell and Thomas P. Moore greatly affected Judge Scott in his unfair decision on the Richland County Property issue in his Order.

The South Carolina Court of Appeals

5-28-2020

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

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Judge Scotts 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

116 NOV 29 PM 2:11
J. MURPHY SCOTT, J.
JUDGE 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 in the transcript of the Dec. 22, 2015 Hearing.

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 at the meeting 7 days AFTER the funeral of T.G. Moore. How can Thomas Moore, Pierce Campbell, Judge Scott or anyone else say the letter was with the Will - None was present when the Will was found.

Statements in Judge Scott's ORDER by the Lies and False Testimony from Pierce Campbell and Thomas Moore. Thomas Moore, Pierce Campbell or Judge Scott was NOT Present when Dennis Moore's daughter found the Will.

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 with the Will. Thomas Moore kept this letter in his possession for 2 years.
- (2) The Will was found under a Bed Post read page 65 in the transcript.
- (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 at the meeting.
- (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.

Statements given in Judge Scott's Order.

The doctrine of 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."⁵

- (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 162 → "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 the 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 testimonies 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 happen 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) This is a Copy of the Letter Pierce Campbell and Thomas Moore waited 2 years to submit the day of the Dec 22, 2015 Hearing.
- (2) The fact is by Law in the State of South Carolina this is Not a Legal Letter in our Court System without a Signature.
- (3) The letter has been Proven in the Transcript, it was NOT With THE Will. The Doctrine of Integration CANNOT be Applied due to Judge Scott's Statement In His ORDER -
"May Be Integrated IF THEY ARE Found Together."

Please return the Richland County Property Issue Back to the 5 Heirs.
Our Parents would NEVER give a letter without Their Signatures.

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.

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Appellate Case No. 2018-001144

TO: The South Carolina Court Appeal Judges,

- (1) Enclosed is a copy of the Final Brief of Respondent Thomas P. Moore submitted by Pierce Campbell. The Brief on the Richland County Property should be dismissed.
- (2) As Heirs of Thomas G. Moore, The Statements of the Facts and Arguments with the Illegal, undated, unsigned letter stated in their Final Brief are totally Lies and False Statements. These Lies and False testimony can be Proven in the Transcript of the Dec. 22, 2015 Hearing.
- (3) The testimony given under oath at the Beginning of the Dec. 22, 2015 Hearing will Prove that Pierce Campbell and Thomas P. Moore has given False Statements to Judge Scott in the Dec. 22, 2015 Hearing. By giving these false statements and Lies, we believe it has Greatly Influenced Judge Scott in the Unfair Order with the Richland County Property.
- (4) The Doctrine of Integration should have NEVER been a issue in our Parents Probate when it was proven in the Dec. 22, 2015 Hearing the letter NEVER EXISTED. The only letter seen by the other Heirs was the letter Thomas P. Moore typed and kept it in his possession for 2 years until the letter was submitted the day of the Dec. 22, 2015 Hearing.
- (5) The remaining 4 Heirs will make a Plea to the South Carolina Court of Appeals dismiss the Final Brief of Respondent Thomas Moore by Pierce Campbell (Only) concerning the Richland County Property.

5-28-2020

TO: The South Carolina Court Appeal Judges,

This Probate opened Feb. 20, 2014. Phillip F. Moore retained Kelly Elmore the 1st day the Probate opened to be the Lead Attorney. Eight months into the Probate Thomas P. Moore retained Pierce Campbell. The other Heirs did not know why Thomas P. Moore retained his own personal attorney. The remaining 4 Heirs had NO idea what Thomas Moore intended to do until the day of our 1st Hearing Dec. 22, 2015. The day of the Hearing Dec. 22, 2015, Pierce Campbell and Thomas Moore ambushed the remaining 4 Heirs with a illegal, un-dated, un-signed letter.

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.

Pierce Campbell and Thomas P. Moore Lied and made false accusations

**FINAL BRIEF OF RESPONDENT
THOMAS PAUL MOORE**

with the illegal, un-dated, un-signed letter to take away the Pickland County Property.

C. Pierce Campbell (SC Bar #72539)
Turner, Padgett, Graham & Laney P.A.
P.O. Box 5478
Florence, SC 29502
Phone: (843) 656-4429
Fax: (843) 413-5837

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, in the safe with the original letter about the church property.¹² ^{lie}

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.

^a 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

Read testimony at the beginning of Hearing

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

^o 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.^o Appellant's argument fails to note Lie that the letter was located with the will.⁵⁰ Appellant's argument about the date inconsistencies does not support his proposed conclusion.^o The law does not require that the letter was executed at the same time as 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.

^o As the Appellant noted in his argument,^o 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).

^a Finally, Appellant erroneously makes the assertion that integration fails because

Respondents never put forth on any of the attesting witnesses to prove that the subject *Thomas Moore proves the*
other 4 heirs never seen the document at the meeting - Page 162 & 164
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 to prove that the subject document *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 document was not present at the time of the execution *again, Thomas Moore himself proves this*
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.

^a 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 facts showed that to be the intent of *Pierre Campbell had NO facts - the early testimony*
stated the facts

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

STATEMENT OF ISSUES ON APPEAL

5-28-2020

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?

This issue on appeal ONLY concerns Loan Credits given by the Decedent Thomas G. Moore before he passed away Dec. 20, 2013. The Appellant Michael Dennis Moore (P.R.) agreed under oath to give the bank statements of Thomas G. Moore when asked by Judge Scott in court. Two months passed and Michael Dennis Moore (P.R.) lied to Judge Scott, the Heirs never received the bank statements. Phillip F. Moore was forced to pay his attorney to subpoena ALL bank accounts owned (solely) by Thomas G. Moore from several banks. Phillip F. Moore retrieved All checks that stated - Loan on the Memo Line at the bottom of these checks from ALL of Thomas G. Moore's bank statements. By law a check stating Loan has to be paid Back. Searching ALL of Thomas G. Moore's Bank Statements there was NO Record or Deposits made that the Loan Credits Phillip F. Moore submitted to Probate Court was NEVER paid Back to Thomas G. Moore. Phillip F. Moore paid his attorney to request a Deposition Oct 2, 2015 before the Dec. 22, 2015 Hearing. ALL these Loan Credits were shown to Appellant Michael Dennis Moore (P.R.) and his attorney at this Deposition Oct 2, 2015. Michael Dennis Moore (P.R.) and his attorney knew that these Loan Credits were going to be submitted in court Dec. 22, 2015. Appellant Michael Dennis Moore (P.R.) and his attorney had ample time to defend against these Loan Credits submitted to Judge Scott in Probate Court. Michael Dennis Moore (P.R.) and his attorney was NEVER denied the opportunity to respond to the allegations and submission of evidence. Judge Scott made the Correct Order with This Issue and not be changed.

STATEMENT OF ISSUES ON APPEAL

5-28-2020

- 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?

Thomas G. Moore had a signed Contract to Sell his Property 30 days Before he was Admitted in the Hospital. The Closing of the Contract was to be signed 10 days Before Thomas G. Moore Passed Away. There is NO Doubt in our mind Michael Dennis Moore (P.R.) knew that our father was near death and Dennis Moore Peliberately Waited to sign this Contract AFTER Thomas G. Moore Passed Away so he could receive ALL the Funds Himself from the Property. Michael Dennis Moore (P.R.) is a Lying Cold Hearted Thief. Judge Scott made the Correct Order with THIS Issue and should Not be Changed.

5-28-2020

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.

Linda K. Moore's Constitution Rights has been violated for six years before her death. As one of the Heirs of her parents she was denied her part stated in her parents Legal Will. Linda Moore has asked and pleaded for closure in her parents Probate for 6 years. The Probate is still Open. Which of the Remaining 4 Heirs will be Next, Not to receive anything left from their deceased Parents Estate? Our rights as Heirs to our parents Estate has been taken away for the past 6 years without closure.

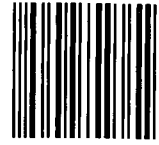
The Remaining Living Heirs will ask our Elected Officials to give us Justice and CLOSE our Parents Probate.

Sincerely,
The Remaining Heirs

Phillip F. Moore Sr.
1504 Damon Drive
Florence, S.C. 29505



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FIRST CLASS

Honorable Jenny Abbott Hutchings
Deputy Clerk, S.C. Court of Appeals
1220 Senate Street
Columbia, S.C. 29201