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THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM HAMPTON COUNTY
Court of Common Pleas

The Honorable Carmen T. Mullen
Presiding Judge

Case No. 2013-CP-25-00295

RECEIVED
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SC Court of Appeals

Estate of Willie G. Weekley, Deceased, by its Personal
Representative, Betty W. Denny Appellant,

v.

L.C. Weekley, Laura Weekley Segel, Individually and as
Personal Representative of the Estate of William James Weekley,
Deceased, Peter Saad as Personal Representative of Mary Elizabeth
Weekley Saad, Deceased, and as Trustee of the Mary Elizabeth
Saad Trust,

Of whom

Laura Weekley Segel, Individually and as Personal
Representative of the Estate of William James Weekley,
Deceased, is the Respondent.

RECORD ON APPEAL

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STATE OF SOUTH CAROLINA
COUNTY OF HAMPTON
IN THE COURT OF COMMON PLEAS

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2013-CP-25-00295

ESTATE OF WILLIE G. WEEKLEY,
DECEASED, BY ITS PERSONAL
REPRESENTATIVE, BETTY W.
DENNEY

L.C. WEEKLEY, LAURA WEEKLEY
SEGEL, INDIVIDUALLY AND AS
PERSONAL REPRESENTATIVE OF
THE ESTATE OF WILLIAM JAMES
WEEKLEY, DECEASED, PETER
SAAD AS PERSONAL
REPRESENTATIVE OF
MARY ELIZABETH WEEKLEY
SAAD,
DECEASED AND AS TRUSTEE OF
THE
MARY ELIZABETH SAAD TRUST

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Julia A. Bradshaw

Attorney for : ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☐ Statement of Judgment by the Court:

Plaintiff's Motion to Reconsider is respectfully denied without a hearing.

ORDER INFORMATION

This order ☐ ends ☐ does not end the case.

Additional Information for the Clerk :

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$

		\$
		\$
If applicable, describe the property, including tax map information and address, referenced in the order:		

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Circuit Court Judge

Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.



Hampton Common Pleas

Case Caption: Estate Of Willie Weekley VS L C Weekley , defendant, et al
Case Number: 2013CP2500295
Type: Order/Form 4

So Ordered

s/Carmen T Mullen 2142

Electronically signed on 2018-12-03 12:33:28 page 3 of 3

STATE OF SOUTH CAROLINA

COUNTY OF HAMPTON

ESTATE OF WILLIE G. WEEKLEY,
DECEASED, BY ITS PERSONAL
REPRESENTATIVE, BETTY W.
DENNEY,

Plaintiff,

v.

L.C. WEEKLEY, LAURA WEEKLEY
SEGEL, INDIVIDUALLY AND AS
PERSONAL REPRESENTATIVE OF THE
ESTATE OF WILLIAM JAMES
WEEKLEY, DECEASED, PETER SAAD AS
PERSONAL REPRESENTATIVE OF
MARY ELIZABETH WEEKLEY SAAD,
DECEASED AND AS TRUSTEE OF THE
MARY ELIZABETH SAAD TRUST,

Defendants.

) IN THE COURT OF COMMON PLEAS
) FOURTEENTH JUDICIAL CIRCUIT

) CASE NO: 2013-CP-25-00295

) **ORDER GRANTING SUMMARY**
) **JUDGMENT TO DEFENDANT LAURA**
) **WEEKLEY SEGEL**

THIS MATTER CAME BEFORE ME on October 15, 2018, for a hearing on the Motion for Summary Judgment of Defendant Laura Weekley Segel, individually and as personal representative of the Estate of William James Weekley (hereinafter "Segel")¹. Present at the hearing were Kelly M. Jolley, Esquire, attorney for Segel; Carol Clayton Ruff, Personal Representative of the Estate of Willie G. Weekley (hereinafter the "Estate"); and Harley Ruff, counsel to Ms. Ruff as Personal Representative to the Estate. Although Hamlin O'Kelley, counsel to Mrs. Denney both as Personal Representative of the Estate and individually, as well as counsel

¹ Betty Weekley Denney, Jane Denney Toles, William David Shinar, Elizabeth Ann Shinar, John Alexander Shinar, James Robert Shinar, Kathy Chakides Gaffos, John Chakides, Phillip Chakides, Danny Chakides, Mixon Zahler, Lisa Weekley Keller, and Lynn Weekley also submitted a Motion to Intervene prior to the hearing. That motion was also heard on October 15, 2018 and denied in a Form 4 Order based upon mootness.

to the various family members seeking to intervene in this matter, did not represent any current parties to this action, he was provided a chance to argue against the motion for summary judgment.

For the reasons stated herein, Segel's Motion for Summary Judgment is granted.

This matter originally came before the Circuit Court upon removal from the Probate Court in or around 2012. This case was initiated in 2006 by Betty Weekley Denney (hereinafter "Denney"), in her capacity as Personal Representative of the Estate. Willie G. Weekley (hereinafter "Weekley") died in 1977, and his Estate has been open since 1983. Weekley devised "shares" in approximately 300 acres of land to his children—William J. Weekley, Doris Weekley Zahler, Lucas Carroll ("L.C.") Weekley, Jasper Josiah Weekley, Margaret Weekley Shinar, Elizabeth Weekley Saad, Ruth Weekley Chakides, and Betty Weekley Denney (collectively, the "Property Owners"). This dispute centers on a right of first refusal provision contained in Weekley's Will. The right of first refusal is provided in Section VII of the Will as follows:

I hereby direct that any time after Two (2) years of my death, that the devisees agree on the location of their portion, that the property can be divided. **I further direct that any time one of the devisees desires to sell his portion of the property, that he first offer it to the remaining devisees.** Should they not be able to agree on a price for the property to be sold, then the seller would choose one appraiser and the remaining devisees another appraiser and the third appraiser [sic] would be the Bank of Hampton, South Carolina. The average of the three appraisals would be the selling price. The devisees purchasing the property would contribute to the purchase price according to the proportions they received in Paragraph IV, and the portion so purchased would likewise be divided.

(Will, Section VII)(emphasis added).

Denney's action sought to set aside certain transactions between the Property Owners and to return those parcels of real property to the Estate for redistribution. Denney's Complaint alleges that those certain real property transactions violated the terms of Weekley's Will because all Property Owners did not receive the notice or right of first refusal required under the Will. By order of this Court on January 17, 2017, Denney was subsequently removed as Personal

Representative of the Estate pursuant to S.C. Code Section 62-3-611 *et seq.*, and Ms. Ruff was named successor Personal Representative of the Estate. Since Denney brought this action solely in her capacity as Personal Representative for the Estate, she is no longer a party to this action although her name is still in the caption.

Segel argued that summary judgment should be granted because all disputed transactions were completed and duly recorded between 1997 and 2000 and that this action, which was filed on June 14, 2006 violates the statute of limitations and should be barred by the doctrines of laches and estoppel. Segel presented evidence at the hearing that each Property Owner had notice of the transactions that are disputed in this action as a matter of law because the transactions were filed with the register of deeds of Hampton County, South Carolina, each received further notice from accountings, annual distribution summaries, and a deed to Mixon Zahler, Jr. signed by the then current Property Owners and filed in 2000, and from Weekley family meetings held regarding the tomato leases and division of the property.

Segel argued that the disputed transactions are valid and cannot be overturned because transfers by recorded deeds are presumed legally valid by operation of law, the Personal Representative of the Estate does not dispute the transactions, and no party has produced evidence or argument in favor of finding the recorded deeds invalid. Segel also argued that the Property Owners are barred from bringing this action because (1) the statute of limitations has now expired against any action to recover an interest in real property pursuant to South Carolina Code Section 15-3-340; (2) the equitable doctrine of laches bars this claim, as the disputed transactions were completed between 1997 and 2000, all parties had notice of the transactions, and this action was not filed until July 14, 2006; and (3) the doctrine of estoppel prohibits the remedy sought in the complaint because the Property Owners had notice of the disputed transactions, acquiesced in the transfers for many years, took no action or raised no issue with the transfers until 2006, and Segel and her father relied upon their conduct in their decisions to expend substantial sums of money on the property at issue. Finally, Segel argued that the right of first refusal provision contained

in the Will itself is invalid under South Carolina law because it does not contain a time limit for its enforceability.

Ms. Ruff, as Personal Representative of the Estate, agreed at the hearing that the right of first refusal provision was invalid under South Carolina law and that the Estate does not dispute the transactions at issue in the Complaint in this matter. Provided an opportunity to argue against the motion, Mr. O'Kelley argued that two affidavits submitted prior to the hearing created a question of fact regarding whether the Property Owners had notice of the transactions.

Summary judgment "shall be rendered" when "there is no genuine issue as to any material fact and . . . the moving party is entitled to judgment as a matter of law." Rule 56(c), SCRCPP; *see, also Fleming v. Rose*, 350 S.C. 488, 494, 567 S.E.2d 857, 860 (2002). Under South Carolina law, where "plain, palpable and indisputable facts exist on which reasonable minds cannot differ," summary judgment in favor of the moving party is proper. *Williams v. Chesterfield Lumber Co.*, 267 S.C. 607, 610, 230 S.E.2d 447, 448 (1976).

After considering the arguments at the hearing and the evidence in the record, this Court finds that the right of first refusal purportedly contained in the Will is invalid as an unreasonable restraint on alienation of the property of the Estate and that the statute of limitations bars any further claimants' dispute of the transactions raised in the Complaint in this action. In construing a will, the court should strive to determine and give effect to the testator's intent. *May v. Riley*, 279 S.C. 248, 305 S.E.2d 77 (1983); *In re Estate of Fabian*, 326 S.C. 349, 483 S.E.2d 474 (Ct. App. 1997). However, pre-emptive rights, such as rights of first refusal, are subject to the rule against restraint of alienation of interest in land. *Page v. Page*, No. 2004-UP-110, (Ct. App. Feb. 24, 2004) (citing 61 Am. Jur. 2d Perpetuities and Restraints on Alienation § 110 (2002)). When the length of time the right of first refusal remains open cannot be established, the restraint on

alienation is unreasonable, and the restraint is therefore violative of public policy of this state and has no force and effect. *Page v. Page*, No. 2004-UP-110, (Ct. App. Feb. 24, 2004); *McCravey v. Otts*, 90 S.C. 447, 452, 74 S.E. 142 (1912); *Wise v. Poston*, 281 S.C. 574, 579, 316 S.E.2d 412, 415 (Ct. App. 1984). As the right of first refusal provision contained in Weekley's Will lacks any time constraint for its enforcement, I find that the provision is invalid.

Additionally, since Denney is no longer the Estate's Personal Representative and no interested party intervened in this matter before the expiration of the statute of limitations for any action by an individual for recovery of the real property transfers at issue in this litigation, I find that the expiration of the statute of limitations precludes recovery from any party.²

For these reasons, Segel's Motion for Summary Judgment is granted, and

IT IS SO ORDERED.

Carmen T. Mullen
Circuit Judge for the Fourteenth Circuit

October ____, 2018
Beaufort, South Carolina

² Having decided this matter based on the invalidity of the right of first refusal and the expiration of the statute of limitations, I decline to address Segel's additional arguments.



Hampton Common Pleas

Case Caption: Estate Of Willie Weekley VS L C Weekley , defendant, et al

Case Number: 2013CP2500295

Type: Order/Summary Judgment

So Ordered

s/Carmen T Mullen 2142

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THIS OPINION HAS NO PRECEDENTIAL VALUE. IT SHOULD NOT BE
CITED OR RELIED ON AS PRECEDENT IN ANY PROCEEDING
EXCEPT AS PROVIDED BY RULE 268(d)(2), SCACR.

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

Estate of Willie G. Weekley, Deceased, By Its Personal
Representative, Betty W. Denney, Respondent,

v.

L.C. Weekley, Laura Weekley Segel, Individually and as
Personal Representative of the Estate of William James
Weekley, Deceased, Peter Saad as Personal
Representative of Mary Elizabeth Weekley Saad,
Deceased and as Trustee of the Mary Elizabeth Saad
Trust,

Of Whom Laura Weekley Segel, Individually And As
Personal Representative Of The Estate Of William James
Weekley, Deceased, is the Appellant.

Appellate Case No. 2015-001721

Appeal From Hampton County
Perry M. Buckner, III, Circuit Court Judge

Unpublished Opinion No. 2017-UP-208
Heard February 14, 2017 – Filed May 17, 2017

REVERSED AND REMANDED

Amanda A. Bailey, of McNair Law Firm, P.A., of Myrtle
Beach; and Kelly McPherson Jolley and Ariail Burnside

Kirk, both of Jolley Law Group, LLC, of Hilton Head Island, for Appellant.

George Hamlin O'Kelley, III, of Buist Byars & Taylor, LLC, of Mount Pleasant, for Respondent.

PER CURIAM: Laura Weekley Segel, individually and as personal representative of the Estate of William James Weekley (collectively Appellants), appeal the grant of summary judgment in favor of the Estate of Willie G. Weekley (the Estate). Appellants contend the circuit court erred when it affirmed the probate court's ruling that certain property transfers did not comply with the terms of Willie G. Weekley's will. We reverse and remand.

1. The probate court did not lack subject matter jurisdiction over the matters presented in this complex case. This case involves distribution of the still-open Estate's assets and compliance with the terms set forth in Willie G. Weekley's will. Therefore, it is the type of case over which our legislature has granted broad subject matter jurisdiction to the probate court. *See Judy v. Judy*, 393 S.C. 160, 169, 712 S.E.2d 408, 412 (2011) ("[T]he extent of the probate court's jurisdiction is defined by our legislature."); S.C. Code Ann. § 62-1-302(a) (Supp. 2016) ("[T]he probate court has exclusive original jurisdiction over all subject matter related to: (1) estates of decedents, including the contest of wills, construction of wills, . . . and determination of heirs and successors of decedents and estates of protected persons . . ."). Appellants' remaining jurisdictional arguments regarding removal do not implicate *subject matter* jurisdiction. *See Allison v. W.L. Gore & Assocs.*, 394 S.C. 185, 188, 714 S.E.2d 547, 549 (2011) ("A court's subject matter jurisdiction is determined by whether it has the authority to hear the type of case in question."). Because Appellants raises these jurisdictional issues for the first time on appeal, they are not properly preserved for this court's consideration. *See Pye v. Estate of Fox*, 369 S.C. 555, 564, 633 S.E.2d 505, 510 (2006) ("It is well settled that an issue cannot be raised for the first time on appeal, but must have been raised to and ruled upon by the [circuit] court to be preserved."). Accordingly, the portion of the probate court's order finding proper the deed conveying the forty acres around Willie G. Weekley's home, is the law of the case. *See Atl. Coast Builders & Contractors, LLC v. Lewis*, 398 S.C. 323, 329, 730 S.E.2d 282, 285 (2012) ("[A]n unappealed ruling, right or wrong, is the law of the case.").

2. The circuit court erred in granting summary judgment when genuine issues of material fact existed regarding Appellants' affirmative defenses of laches and

estoppel. Segel presented evidence indicating the Estate and its personal representative had actual and constructive knowledge of the disputed transactions some years prior to filing the present lawsuit, and Segel demonstrated Appellants would be prejudiced by the return of the disputed property interests to the Estate. *See In re Estate of Weeks*, 329 S.C. 251, 260, 495 S.E.2d 454, 459 (Ct. App. 1997) ("[T]he circuit court should apply the same standard of review when it considers an appeal from the probate court as an appellate court would apply on appeal."); *Fleming v. Rose*, 350 S.C. 488, 493, 567 S.E.2d 857, 860 (2002) ("When reviewing the grant of summary judgment, the appellate court applies the same standard applied by the trial court pursuant to Rule 56(c), SCRPC."); *id.* ("Summary judgment is appropriate when there is no genuine issue of material fact such that the moving party must prevail as a matter of law."); *Robinson v. Estate of Harris*, 388 S.C. 616, 627, 698 S.E.2d 214, 220 (2010) ("Under the doctrine of laches, if a party, knowing his rights, does not seasonably assert them, but by unreasonable delay causes his adversary to incur expenses or enter into obligations or otherwise detrimentally change his position, then equity will ordinarily refuse to enforce those rights." (quoting *Chambers of S.C., Inc. v. Cty. Council for Lee Cty.*, 315 S.C. 418, 421, 434 S.E.2d 279, 280 (1993))); *Regions Bank v. Schmauch*, 354 S.C. 648, 674-75, 582 S.E.2d 432, 446 (Ct. App. 2003) ("Elements of equitable estoppel as to the party estopped are: (1) conduct by the party estopped which amounts to a false representation or concealment of material facts; (2) the intention that such conduct shall be acted upon by the other party; and (3) knowledge, actual or constructive, of the true facts. Essential elements of estoppel as related to the party claiming the estoppel are: (1) lack of knowledge and of means of knowledge of truth as to facts in question; (2) reliance upon conduct of the party estopped; and (3) prejudicial change in position." (quoting *Zabinski v. Bright Acres Assocs.*, 346 S.E. 580, 589, 553 S.E.2d 110, 114 (2001))).

3. Because we reverse the grant of summary judgment based on Appellants' laches and estoppel arguments, we decline to address the remaining arguments as to why the grant of summary judgment was error. *See Futch v. McAllister Towing of Georgetown, Inc.*, 335 S.C. 598, 613, 518 S.E.2d 591, 598 (1999) (noting an appellate court need not address remaining issues on appeal when the disposition of a prior issue is dispositive).

REVERSED AND REMANDED.

SHORT, WILLIAMS, and KONDUROS, JJ., concur.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON
PLEAS	)	FOURTEENTH JUDICIAL CIRCUIT
COUNTY OF HAMPTON	)	CASE NO.: 2013-CP-25-00295
Estate Of Willie G. Weekley, Deceased By	)	
Its Personal Representative, Betty W.	)	
Denney,	)	
	)	
Plaintiff,	)	
vs.	)	ORDER
	)	
L.C. Weekley, Laura Weekley Segel,	)	
Individually and as Personal Representative,	)	
Of the Estate of William James Weekley,	)	
Deceased, et al.,	)	
	)	
Defendants.	)	
	)	

This matter came before the Court pursuant to the Motion to Remove Personal Representative and for an Accounting filed by Defendant Laura Weekley, individually and as Personal Representative of the Estate of William James Weekley, deceased (hereinafter "Defendant"). The hearing on the motion was held on December 7, 2016. Present at the hearing were Hamlin O'Kelley, Esquire, attorney for Plaintiff, and Kelly M. Jolley, Esquire, the attorney for Defendant.

Defendant seeks an Order removing Betty W. Denney (hereinafter "Plaintiff") as Personal Representative of the Estate of W.G. Weekley (hereinafter "the Estate") for cause pursuant to S.C. Code Ann. Section 62-3-611 and requiring Plaintiff to provide an accounting of the assets of Estate.

South Carolina Code Section 62-3-611 governs removal of a personal representative. Subsection (a) provides that a person interested in an estate may seek the removal of a personal representative for cause at any time. S.C. Code Ann. Section 62-3-

611(a). During such a proceeding, the personal representative shall not act except to account, to correct maladministration, or preserve the estate. *Id.* Subsection (b) provides "[c]ause for removal exists when removal would be in the best interests of the estate...." *Id.* § 62-3-611(b).

Ms. Denney is a successor personal representative to the Estate. Willie G. Weekley died in 1977 and Ms. Denney became successor personal representative after the deaths of the original personal representatives named by Weekley in his will. On July 14, 2006, Plaintiff filed this action on behalf of Weekley's estate, seeking to set aside transfers of inherited real property shares between certain beneficiaries of the Estate. Weekley's Last Will and Testament ("Will") directed that, upon his death, Weekley's farm property located in Hampton County, South Carolina ("Farm Property") be divided into thirty-three shares of ten acres each and distributed to his designated heirs in the amounts recorded in his Will. Four shares attributed to forty acres of land specifically identified in his Will, and containing Weekley's home and homesite ("Homesite"), were bequeathed to all of Weekley's then living children. After Weekley's death, some of his children transferred their shares to Defendant Laura Weekley Segel or to Mrs. Segel's late father William J. Weekley. These share transactions are the subject of this suit.

The Honorable Sheila Odom, Hampton County Judge, authorized Ms. Denney to negotiate tomato leases and accept rent payments on behalf of the owners of the Farm Property in 2013. Defendant argues that removing Ms. Denney as Personal Representative is in the best interest of the Estate because Ms. Denney has not provided an accounting to the beneficiaries since 2013; has not distributed any rent payments to

beneficiaries, including Defendant, since 2013; has not kept beneficiaries informed regarding lease negotiations and leases of the estate property; has failed to properly maintain the Estate property; has failed to provide Defendant a record of income and distributions from the Estate; has acted outside her authority as personal representative; and has taken actions to manage the Estate for her own gain. Defendant also argues that the hostility and ongoing dispute between the parties in this action, which was initially filed on July 14, 2006, have led to a situation in which Ms. Denney's continued service as a fiduciary is not in the best interest of the Estate and asks the Court to appoint an independent fiduciary as Personal Representative of the Estate and to require the new personal representative to provide an accounting of the Estate from the Commencement of this action through the present.

Plaintiff acknowledges that she has made no rental payments and has not provided a formal accounting to Defendant and property owners, but asserts that she has not acted inappropriately and has not violated any of her obligations as personal representative.

After reviewing the pleadings in the case, hearing the arguments of counsel, and reviewing the evidence presented, I find that it is in the best interest of the Estate to remove Plaintiff as personal representative and to replace her with a professional personal representative. Accordingly, I hereby remove Plaintiff Betty Denney as Personal Representative, name Carol Ruff, Esquire as the successor Personal Representative for the Estate of Willie G. Weekley, and direct Ms. Ruff to provide an accounting of the Estate and to settle the Estate in an efficient and economical manner.

IT IS SO ORDERED.



Carmen T. Mullen
Circuit Judge for the Fourteenth Circuit

Jan. 17
~~December 17, 2016~~
Beaufort, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF HAMPTON

ESTATE OF WILLIE G. WEEKLEY,
DECEASED, BY ITS PERSONAL
REPRESENTATIVE, BETTY W.
DENNEY,

Plaintiff,

-vs.-

L.C. WEEKLEY, LAURA WEEKLEY
SEGEL, INDIVIDUALLY AND AS
PERSONAL REPRESENTATIVE OF THE
ESTATE OF WILLIAM JAMES
WEEKLEY, DECEASED, PETER SAAD
AS PERSONAL REPRESENTATIVE OF
MARY ELIZABETH WEEKLEY SAAD,
DECEASED AND AS TRUSTEE OF THE
MARY ELIZABETH SAAD TRUST,

Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE FOURTEENTH CIRCUIT
CASE NO. 2015-CP-25-065

PROBATE FILE NO. 5992.2

**ORDER DENYING THE APPEAL OF
LAURA WEEKLEY SEGAL**

#1
R.B.

This matter came before the Court on June 15, 2015, for oral arguments of the Appeal by Laura Weekley of the Order of the Honorable Shelia B. Odom filed February 6, 2015, in the Probate Court for Hampton County. Present at the hearing were Kelly M. Jolley, attorney for the Appellant, Laura Weekley Segal, and G. Hamlin O'Kelley, III, attorney for the Estate of Willie G. Weekley, deceased, by its Personal Representative, Betty W. Denney. For the reasons stated herein, the appeal is denied and the Order of February 6, 2015, is affirmed. There was also a Motion to Dismiss the Appeal for lack of service, which is denied.

This matter is before the Circuit Court for an appeal of a case that has been pending in Hampton County Probate Court for the Estate of Willie Gelzer Weekley since 2006. Mr. Weekley died in 1977, and his estate has been open since 1983. Mr. Weekley devised about 300 acres of land between his then-living relatives. Currently, the Personal Representative is Betty W. Denney. Key to this dispute, for any sale of the subject property, the Will had a provision that a right of first refusal must first be offered to the other devisees of the estate. The right of first refusal is provided in Section VII of the Will, as follows:

I hereby direct that any time after Two (2) years of my death, that the devisees agree on the location of their portion, that the property can be divided. **I further direct that any time one of the devisees desires to sell his portion of the property, that he first offer it to the remaining devisees.** Should they not be able to agree on a price for the property to be sold, then the seller would choose one appraiser and the remaining devisees another appraiser and the third appraiser [sic] would be the Bank of Hampton, South Carolina. The average of the three appraisals would be the selling price. The devisees purchasing the property would contribute to the purchase price according to the proportions they received in Paragraph IV, and the portion so purchased would likewise be divided.

(Will, Section VII)(emphasis added).

Upon her appointment as Personal Representative, and while marshalling the assets of her father's Estate, Ms. Denney commissioned a title search that revealed that certain real estate assets of her father's Estate had been conveyed or sold in violation of her father's Will.

#2 (Complaint, November 14, 2007)(Order, February 6, 2015).

These inappropriate transactions include the following:

- (a) Conveyances from L.C. Weekley to William J. Weekley the Appellant's decedent (conveying L.C. Weekley's interest in Tact 2¹ under (1) the Will of Willie Gelzer Weekley and/or; (2) the death of Jasper J. Weekley by Deed filed on 12/20/1999 in Hampton County Deed Book 236 at Page 283.

¹ This 'Tract 2' is reference to Tact 2 on plat by W.A. Miley dated December 17, 1938 filed in Plat Book 3, Page 135 in Hampton County Records. This plat was agreed upon division regarding Estate of J.J. Weekley, deceased. See also Deed Book 31 at Page 120(the "Plat").

(b) Mortgage from William James Weekley to Lucas Carroll Weekley dated 12/20/1999 and filed in Hampton County Mortgage Book 260 at Page 271.

(c) Deed from Mary Elizabeth Weekley Saad to Mary Elizabeth Weekley Saad Trust dated 10/7/1997 (conveying her interest in Tract 2 originally the property of her father Willie Gelzer Weekley) being dated 5/8/2000 and filed in Hampton County Public Records in Deed Book 242 at Page 112.

(d) Deed from Mary Elizabeth Weekley Saad as Trustee of the Mary Elizabeth Weekley Saad Trust dated 10/7/1997 to Laura W. Segal (conveying all the Trust interest in Tract 2 received from her father W.G. Weekley) which deed is filed in Hampton County Public Records in Deed Book 246 at Page 225.

(Complaint, 11/14/2007).

On January 5, 2015, the Probate Court held a hearing of the Motion to Reconsider and issued its final Order on February 6, 2015, granting the Plaintiff's Motion for Summary Judgment upon the Motion to Reconsider and upon a Motion Hearing on January 5, 2015.

Summary judgment is appropriate where there is no genuine issue of material fact, and it is clear that the moving party is entitled to judgment as a matter of law. Bank of New York v. Sumter County, 387 S.C. 147, 154-55, 691 S.E.2d 473, 477 (2010). "On review of an order granting summary judgment, the appellate court applies the same standard as that used by the trial court." Id. at 155, 691 S.E.2d at 477.

In construing a will, the court should strive to determine and give effect to the testator's intent. May v. Riley, 279 S.C. 248, 305 S.E.2d 77 (1983); In re Estate of Fabian, 326 S.C. 349, 483 S.E.2d 474 (Ct. App. 1997).

The Probate Court looked at the testator's intent and spent close to five years examining the evidence in this case before issuing its ruling. In granting the Motion for Summary Judgment to the Respondent, the Probate Court relied on the affidavit of the Appellant, Laura W. Segal, ruling that "she cannot demonstrate compliance with the intent of her grandfather's will in that no offer of first refusal was provided to the devisees as described in Sections IV and VII of the Will.

#3
R.B.

Had there been one in compliance with the Will, then Ms. Segal's affidavit should have stated the compliance." (Order, February 6, 2015, p.10). Additionally, the Probate Court denied the Appellant's equitable defenses, stating that "it would be inequitable for the Estate to be deprived of these properties." (Order, February 6, 2015, p.10).

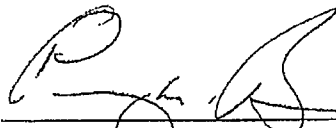
After considering the arguments at the hearing, the Probate Court's Order of February 6, 2015, and the submissions of the Appellant and Respondent, this Court finds that the Appellant cannot produce any evidence of compliance with the testator's intent, namely that the right of first refusal provision in Section VII of the Will was complied with.

In addition, in response to the Appellant's affirmative defenses of laches, waiver, and estoppel, this Court notes that Ms. Denney was appointed Personal Representative on July 14, 2006, and the Complaint was filed on November 14, 2007. Therefore, this Court finds that the time which passed before filing did not invoke the equitable remedies of laches, waiver, and estoppel.

For these reasons, the decision of the Hampton County Probate Court is affirmed, and

IT IS SO ORDERED!

#4
Walterboro, SC
June 30, 2015



The Honorable Perry M. Buckner, III
Judge of the Fourteenth Judicial Circuit

STATE OF SOUTH CAROLINA

COUNTY OF HAMPTON

ESTATE OF WILLIE G. WEEKLEY,
DECEASED, BY ITS PERSONAL
REPRESENTATIVE, BETTY W.
DENNEY,

Plaintiff,

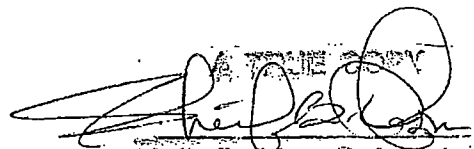
-vs.-

L.C. WEEKLEY, LAURA WEEKLEY
SEGAL, INDIVIDUALLY AND AS
PERSONAL REPRESENTATIVE OF THE
ESTATE OF WILLIAM JAMES
WEEKLEY, DECEASED, PETER SAAD
AS PERSONAL REPRESENTATIVE OF
MARY ELIZABETH WEEKLEY SAAD,
DECEASED AND AS TRUSTEE OF THE
MARY ELIZABETH SAAD TRUST,

Defendants.

IN THE PROBATE COURT

PROBATE FILE NO. 5992.2


Shelia B. Odom, Probate &
Hampton County SC

**ORDER GRANTING THE
PLAINTIFF'S MOTION FOR
SUMMARY JUDGMENT UPON THE
MOTION TO RECONSIDER AND
UPON A MOTION HEARING ON
JANUARY 5, 2015**

THIS MATTER CAME BEFORE THE COURT on January 5, 2015, for a hearing of the Plaintiff's Motion to Reconsider this Court's Order filed August 29, 2013 (the "Order"). The hearing followed a May 15, 2014, status conference in the case called by the Court to discuss with counsel the outstanding Motion to Reconsider this Court's Order filed August 29, 2013 (the "Order"). The Order ruled upon the October 15, 2010, hearing of the Plaintiff's Motion for Summary Judgment dated September 24, 2009. Present at the hearing on January 5, 2015, were counsel for the Plaintiff G. Hamlin O'Kelley, III, and Stephen E. Carter, counsel for the Defendant Laura Weekley Segal, individually and as Personal Representative of the Estate of William James Weekley, deceased. Also present was Thomas C. Davis, counsel for Chris Crosby. For the reasons stated herein the Plaintiff's Motion to Reconsider is **GRANTED** and

the Plaintiff's Motion for Summary Judgment is also **GRANTED** and this Order replaces this Court's Order of August 29, 2013.

In this Court Order of August 29, 2013, this Court ruled that the Plaintiff's Motion for Summary Judgment should be granted in part. This Order takes place of the August 29, 2013 Order and, as stated at the hearing of this matter on January 5, 2015, this Court rules as follows:

And there have been several ways that it's been put before this Court to decide this way or that way, but the bottom line that this Court has to make sure and adhere to is the testator's intent. What did this gentleman want as a result to happen from his last will and testament.

He took the time, he took the initiate to prepare a will. He wrote out in his last will and testament, which albeit it took [the Court] about 13 hours of [its] personal time away from my office, away from the phones, to go through and decipher over and over again once both the councilmen put before this Court their independent positions for their clients behalfs [sic] to look at it from the ground up in -in both spectrums. Not an easy task. Whether it be that [the Court] independently had been in this court or any other probate judge.

So therefore, taking a step back from all those other smoking guns and mirrors, this Court has to go back to the original question what was the testator's intent. This Court finds in ruling the way that the Court did in August and presenting the order that the Court presented and in the middle of this order that the Court felt had equitably tried to entertain the position from both parties here, that this order couldn't really go as it was so the Court does take a step back and look at the issues again regarding the order and the way it was - was presented. Couldn't make a ruling part. It's one way or the other.

The Court does offer the apologies. [The Court] tried to do what [it] felt like from the Court's perspective that would be in the best interest of all parties. There again, it brings me back to square one and the point again of was the testator's will carried out.

This - this Court is ruling from this bench today because, again, I do in agreement with both attorneys feel that this Court - this case has gone on for too many years. Unfortunately, [the Court] feel[s] like it's - it's not a quick fix, it's going to continue to go on; however, you will have a point that you can derive and go from this date forward.

This Court is rendering an order for motion of summary judgment and the Court is going to release the case to the circuit court for the properties that are going back into the estate for the circuit court to rule on how those properties should be distributed or whether or not those contracts for deeds are going to be

affirmed or not, but from this day forward the probate court summary judgment stands as ordered.

(Transcript, pp. 40, ll. 11-25 – 42, ll. 1-14).

At the same hearing the Court further ruled from the bench as follows:

MR. O'KELLEY: And, Your Honor, just as a point of clarification, it's – the order from 2013 stands as the order saying that the properties were – should go back to the estate.

THE COURT: That is correct

MR. O'KELLEY: And, Your Honor, those properties being the four that are complained of in Paragraph 9 – the transfers in Paragraph 9 of the complaint are now back into the estate.

THE COURT: That's correct.

(Transcript p. 42, ll. 15-15).

By its ruling from the bench on January 5, 2015, this Court once again ruled, and continues to rule, that the conveyances described in Paragraph 9 of the Plaintiff's Complaint violate the will of Willie G. Weekley dated May 10, 1973 (the "Will"). As stated on January 5, 2015, the Court further rules that these conveyances are improper under the terms of the Will, that the conveyances must be voided, and that the properties must be placed back into the Estate of Willie G. Weekley for proper distribution according to the Will and which distribution shall now be governed by the Circuit Court for the Fourteenth Judicial Circuit. The Court also clarifies that the conveyance of the forty (40) acre home site as described in the Will was proper under the terms of the Will and clarifies that ruling by this order. This Court further rules that the Circuit Court will be the proper venue to handle the final issues with the Estate, including the distribution of the remaining acreage owned by the Estate of Willie G. Weekley according to the intent of the Will of Willie G. Weekley.

STANDARD OF REVIEW

Summary judgment is appropriate where there is no genuine issue of material fact, and it is clear that the moving party is entitled to judgment as a matter of law." Bank v. N.Y. v. Sumter County, 387 S.C. 147, 154-55, 691 S.E.2d 473, 477 (2010). "On review of an order granting summary judgment, the appellate court applies the same standard as that used by the trial court." Id. at 155, 691 S.E.2d at 477. To survive a summary judgment motion, the non-moving party must offer some evidence that a genuine issue of material fact exists for each element of the claim at issue except for those elements that are either uncontested or agreed to by stipulation. Eadie v. Krause, 381 S.C. 55, 65, n.5, 671 S.E.2d 389, 393 n.5 (Ct. App. 2008), cert. denied (June 10, 2010) (citing Baughman v. American Tel. & Tel. Co., 306 S.C. 101, 116, 410 S.E.2d 537, 546 (1991)).

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Betty W. Denney is the Personal Representative of the Estate of Willie G. Weekley. This Court appointed her on July 14, 2006. (Order of Appointment). Mrs. Denney is the daughter of Willie G. Weekley. Willie G. Weekley died testate in 1977 leaving that Last Will and Testament dated May 10, 1973 (the "Will"). Mr. Weekley's Estate was opened on February 28, 1983, and remains open to this day. It has yet to be fully administered.

The Will sets forth specific mechanisms for the disposal of the real property of Mr. Weekley. (Will, Sections III, IV, VI, VII, VIII). In the Will, Mr. Weekley determined that to be "fair and equitable, I hereby, for the purpose of this instrument, divide my lands into Thirty-three (33) shares of Ten (10) acres each." (Will, Section III). Those shares were then to have been distributed to the children of W.J. Weekley as follows:

I hereby give, devise and bequeath the shares above referred to under the terms and conditions hereinafter set forth, to my children in the following proportions: William J. Weekley, eight and one-half (8½) shares; Doris Weekley Zahler, five (5) shares; Lucas Carroll Weekley, eight and one-half (8½) shares; Jasper Josiah Weekley, Two and one-half (2½) shares; Margaret Weekley Shinar, one (1) share; Elizabeth Weekley Saad, one (1) share; Ruth Weekley Chakides, One and one-half (1½) shares; and Betty Weekley Denney, one (1) share.

(Will, Section IV).

The remaining four (4) shares were to be divided as follows:

V

I hereby further devise and bequeath four (4) shares equally to all of my surviving children located immediately east and west of Salkehatchie Road at the northern extremity of my land, including my home and home site. I further direct that no party of this forty (40) acres can be sold or divided without the unanimous consent of all surviving heirs. Taxes shall be shared equally by all surviving heirs. Maintenance, use of, and physical developments that occur on this forty (40) acres must have majority agreement of all surviving heirs. In this instance, each vote shall be by surviving heirs, rather than by shares owned. Upon the death of my last surviving child, provided this forty (40) acres has not been disposed of prior to that time by unanimous agreement of all surviving heirs, then I further direct that this forty (40) acres be divided equally among all of my surviving grandchildren or sale at auction to the highest bidder, and the proceeds of same be distributed among all of my surviving grandchildren. Regarding of the time of sale, prior to the death of my surviving children or after, the proceeds of the sale of this forty (40) acres, or any part thereof, shall be divided equally among my then surviving grandchildren.

(Will, Section V). Currently, the only two living children of Willie G. Weekley are Mrs. Betty

Weekley Denney and Mrs. Margaret Weekley Shinar.

The Will goes on to set forth the further disposition of the property as follows:

VI

The location of each devisees portion of land is to be determined by majority vote of the devisees. The vote of each devisee will be in proportion to their shares. It is my desire and intention that Jasper Josiah Weekley's portion be in the "Pine Thicket." His portion will be on Salkehatchie Road joining the J.F. Weekley property and going back to the swamp.

(Will, Section VI).

The next Section of the Will is the key to the current dispute before the Court. It states as follows:

VII

I hereby direct that any time after Two (2) years of my death, that the devisees agree on the location of their portion, that the property can be divided. I further direct that any time one of the devisees desires to sell his portion of the property, that he first offer it to the remaining devisees. Should they not be able to agree on a price for the property to be sold, then the seller would choose one appraiser and the remaining devisees another appraiser and the third appraiser [sic] would be the Bank of Hampton, South Carolina. The average of the three appraisals would be the selling price. The devisees purchasing the property would contribute to the purchase price according to the proportions they received in Paragraph IV, and the portion so purchased would likewise be divided.

(Will, Section VII)(emphasis added)

There is NO evidence that the transfers complained of by the Plaintiff in Paragraph 9 of her Complaint in this matter complied with this Section VII of the Will. (See Transcript of Hearing, January 5, 2015, pp. 21, 11.23-15; p. 22, 1).

Section VIII of the Will establishes that until such time as the entire estate has been distributed, then all decisions regarding the management of the estate shall be by vote of the devisees in proportion to their share, and all profits and losses shall be by proportion, too. (Will, Section VIII). Section XI of the Will states that if a devisee shall predecease W.G. Weekley, then issue of the devisee shall take their parent's share *per stirpes*. (Will, Section XI).

The Will named William J. Weekley, Doris Weekley Zahler, and Lucas Carroll Weekley as the executors. (Will, Section XII) All three of these devisees are deceased, and Betty W. Denney became the Personal Representative accordingly and by petition to this Court. (Petition for Appointment of Substitute/Replacement Personal Representative, 5/1/2006)

Prior to her appointment as Personal Representative, Mrs. Denney determined that since April 2, 1983, there had been no activity with her father's estate. (Petition for Appointment).

Mrs. Denney then undertook the marshalling of the assets of the estate in an attempt to bring the estate to a close. In doing so, Mrs. Denney hired a title abstractor to determine the status of the 330 acres. As a result of that abstract, Mrs. Denney discovered that there were several transfers from devisees to her brother W. J. Weekley. These are the transfers that this Court has now voided and put the properties back in to the Estate of Willie Gelzer Weekley.

These transfers were as follows:

1. Conveyances from L.C. Weekley to W.J. Weekley (conveying L.C. Weekley's interest in Tact 2¹ under (1) Will of Willie Gelzer Weekley and/or; (2) Death of Jasper J. Weekley by Deed filed on 12/20/1999 in Hampton County Deed Book 236 at Page 293;
2. Mortgage from William James Weekley to Lucas Carroll Weekley dated 12/20/1999 and filed in Hampton County Mortgage Book 260 at Page 271;
3. Deed from Mary Elizabeth Weekley Saad to Mary Elizabeth Weekley Saad Trust dated 10/7/1997 (conveying her interest in Tract #2 originally the property of her father Willie Gelzer Weekley) being dated 5/8/2000 and filed in Hampton County Public Records in Deed Book 242 at Page 112;
4. Deed from Mary Elizabeth Weekley Saad as Trustee of the Mary Elizabeth Weekley Saad Trust dated 10/7/1997 to Laura W. Segal (conveying all the Trust interest in Tract 2 received from her father W.G. Weekley) which deed is filed in Hampton County Public Records in Deed Book 246 at Page 225.

This Court now agrees with Mrs. Denny that at no time did these conveyances comply with the Will. Specifically, at no time did any of the parties to these transactions conduct a vote

¹ This 'Tract 2' is reference to Tact 2 on plat by W.A. Miley dated December 17, 1938 filed in Plat Book 3, Page 135 in Hampton County Records. This plat was agreed upon division regarding Estate of J.J. Weekley, deceased. See also Deed Book 31 at Page 120.

to authorize the transactions, make any offer to the remaining devisees or follow the pricing by proportionate amounts received. (Will, Section VI, VII). The Will establishes that Mr. Weekley's intent was to devise the property to his children. (Will, Section IV). These transactions go against the clear intent of the Will in that none of the remaining devisees were advised of the transactions nor were they offered the chance to purchase the shares of L.C. Weekley and Mary Elizabeth Weekley Saad. The Court agrees with Mrs. Denney that there is no evidence presented that shows the Will was complied with as required.

The deeds transferred the interest of L.C. Weekley and Mary Elizabeth Weekley Saad to W. J. Weekley. He is now deceased, and Laura W. Segal, is his personal representative, and heir. Ms. Segal is the only member of her family contesting Ms. Denney's attempt to have these transactions return to the Estate. All other Defendants are in default as to the relief requested by Mrs. Denney.

As stated from the bench on January 5, 2015, and as confirmed herein, this Court should order, does order, and does conclude, that these transfers described herein violated Mr. Weekley's will so that these transfers shall be voided and these properties are put back into the Estate so they may be distributed in accordance with the intent of Mr. Weekley. In construing a will, the court should strive to determine and give effect to the testator's intent. *May v. Riley*, 279 S.C. 248, 305 S.E.2d 77 (1983); *In re Estate of Fabian*, 326 S.C. 349, 483 S.E.2d 474 (Ct. App. 1997). Intent must be gathered from the instrument as a whole, giving consideration to the words the testator used and reading them according to established principles of law. *King v. South Carolina Tax Comm'n*, 253 S.C. 64, 173 S.E.2d 92 (1970). The court should read the testator's language to effectuate the testator's intent, unless that intent contravenes some well settled rule of law or public policy. *Mille v. Rogers*, 246 S.C. 438, 144 S.E.2d 485 (1965). Moreover, the rules of construction are of secondary importance to the need to ascertain what the

testator meant by the terms used in the written instrument itself, and each provision of the will must be considered in relation to the other provisions. *Allison v. Wilson*, 306 S.C. 274, 411 S.E.2d 433 (1991). The transactions complained of by Mrs. Denny violated the intent of the testator and are voided.

The two deeds do not comply with the intent of Mr. Weekley as the testator. Pursuant to Section III of the Will, it is clear that Mr. Weekley intended to distribute his real property "among my sons and daughters." (Will, Section III). Section IV of the Will demonstrates again that Mr. Weekley would "devise and bequeath to my children..." (Will, Section IV). The shares set forth in Section IV were for the children of Mr. Weekley in the proportionate amounts set forth. Section V of the Will leaves the remaining four (4) shares of the real property to his "surviving children" and then to his grandchildren (Will, Section V). Currently, there are two (2) surviving children, Mrs. Denney, and her sister, Mrs. Margaret Weekley Shinar. Pursuant to that Section, the forty (40) acres therein can be sold with unanimous agreement of the surviving heirs. (Will, Section V). The surviving heirs are Mrs. Denney and her sister, Mrs. Shinar. The Court once again confirms that the transfer of the forty (40) acres was appropriate under the Will. (See Deed of Distribution to Denny and Shinar, Recorded in Book 266 at Page 297 in the Office of the Register of Deeds for Hampton County) The language of the Will proves that Mr. Weekley intended his children to be the beneficiaries thereunder as to these 40 acres and the Court upholds its earlier ruling that the transfer to Mrs. Denney and Mrs. Shinar was indeed proper..

The Will also clearly proves that all of his children had to be given a right of first refusal should any of the other devisees, his children, wish to sell his portion of the property. (Will, Section VII). The transfers to W.J. Weekley and Laura W. Segal described above failed to comply with this portion of the Will and flaunted the intent of the testator. Mr. Weekley devised

and bequeathed the property to his children in an elaborate manner with specific provisions for dividing his property. (Will, Section IV, V, and VII). W.J. Weekley and his daughter Laura W. Segal received their extra shares from L.C. Weekley and Elizabeth Weekley Saad in clear contravention of the intent of the Will. As demonstrated, there was no offer of these shares to the remaining devisees contemporaneous with the deeds. There was no proportionate contribution to the purchase price according to the proportions received as required by the Will. (Will, Section VII). Without such compliance, the Will has been violated and the property must come back into the Estate.

Laura W. Segal cannot demonstrate compliance with the Will by any mere scintilla of evidence. Ms. Segal's affidavit in this matter does not claim compliance with the Will and does not provide any evidence of compliance with her grandfather's Will. In her Affidavit dated October 13, 2010, Ms. Segal engages in a lengthy recitation of her grandfather's Will. She does not, and cannot, claim that the transfers are in compliance with the Will. In her Affidavit, she states that she received the interest of her father, her uncle L.C. Weekley and her aunt Mary Elizabeth Weekley Saad. She cannot demonstrate compliance with the intent of her grandfather's will in that no offer of first refusal was provided to the devisees as described in Sections IV and VII of the Will. Had there been one in compliance with the Will, then Ms. Segal's affidavit should have stated the compliance. A lengthy discussion of the Estate's lease to Paragon Produce does not negate the violation of the intent of W.G. Weekley's Will. That the Will has been violated warrants this Court voiding those transfers so that the property may be returned to the Estate.

Additionally, it would be inequitable for the Estate to be deprived of these properties and shares when the Will sets forth a method for transferring them so that Ms. Segal will eventually receive the proper distribution under her grandfather's Will. W.J. Weekley and Ms. Segal

received these shares in violation of the Will. These transfers are voided and the properties complained of in Paragraph 9 of the Complaint are returned to the Estate for their appropriate distribution. This entire process has resulted in the Estate remaining open un-necessarily to the extent that there are only a few acres difference in what Ms. Segal would receive had the Will been complied with and what she is claiming at the present due to these improper transfers. The Will's clear intent was that all the property should be distributed per the instructions in Sections IV, V, and VII. That has not been done.

Therefore, it is hereby

ORDERED that the conveyances described in Paragraph 9 of the Plaintiff's Complaint violate the will of Willie G. Weekley dated May 10, 1973, and this Court now is placing the properties back into the Estate of Willie G. Weekley for proper distribution according to that Will; and it is further

ORDERED that the following conveyances were made in violation of the Will and are hereby voided:

1. Conveyances from L.C. Weekley to W.J. Weekley (conveying L.C. Weekley's interest in Tact 2under (1) Will of Willie Gelzer Weekley and/or; (2) Death of Jasper J. Weekley by Deed filed on 12/20/1999 in Hampton County Deed Book 236 at Page 293. (Exhibit "D");
2. Mortgage from William James Weekley to Lucas Carroll Weekley dated 12/20/1999 and filed in Hampton County Mortgage Book 260 at Page 271. (Exhibit "E");
3. Deed from Mary Elizabeth Weekley Saad to Mary Elizabeth Weekley Saad Trust dated 10/7/1997 (conveying her interest in Tract #2 originally the property of her father Willie Gelzer Weekley) being dated 5/8/2000 and filed in Hampton County Public Records in Deed Book 242 at Page 112. (Exhibit "F");

4. Deed from Mary Elizabeth Weekley Saad as Trustee of the Mary Elizabeth Weekley Saad Trust dated 10/7/1997 to Laura W. Segal (conveying all the Trust interest in Tract 2 received from her father W.G. Weekley) which deed is filed in Hampton County Public Records in Deed Book 246 at Page 225. (Exhibit "G"); and it is further

ORDERED that these transactions are null and void so that the properties are returned to the Estate of W.G. Weekley for distribution pursuant to the terms of the Will; and it is further

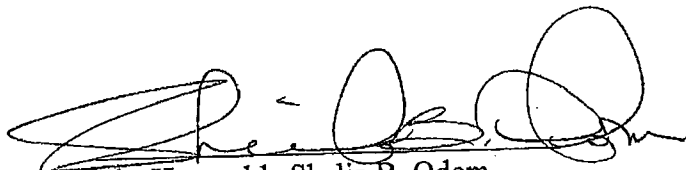
ORDERED that the Court may prepare any deed necessary to return these properties back into the Estate of W.G. Weekley for distribution and conveyance according to the Will per the shares set forth in the Will; and it is further

ORDERED that the transfer of the 40 acres by the Deed of Distribution to Denny and Shinar, Recorded in Book 266 at Page 297 in the Office of the Register of Deeds for Hampton County, was made in compliance with the Will; and it is further

ORDERED that the remaining distribution of the Estate pursuant to the Will shall be before the Circuit Court for the Fourteenth Judicial Circuit; and

IT IS SO ORDERED

Jul. 6, 2015
Hampton, South Carolina


The Honorable Shelia B. Odom
Probate Judge for Hampton County

1 PETER SAAD AS PERSONAL
2 REPRESENTATIVE OF MARY
3 ELIZABETH WEEKLEY SAAD,
4 DECEASED AND AS TRUSTEE OF
5 THE MARY ELIZABETH SAAD TRUST,
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7 Defendants.
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1 (PLF. EXH. 1, Notice of hearing, was
2 marked for identification.)
3 (PLF. EXH. 2, Motion to reconsider the
4 order of this Court dated August 29, 2013, was
5 marked for identification.)
6 (PLF. EXH. 3, Letter dated October 21,
7 2014 from G. Hamlin O'Kelley, III and the order
8 granting the plaintiff's motion for summary
9 judgment upon the motion to reconsider, was marked
10 for identification.)
11 (PLF. EXH. 4, Letter dated October 28,
12 2014 from G. Hamlin O'Kelley, III, was marked for
13 identification.)
14 (PLF. EXH. 5, Letter dated November 13,
15 2014 from G. Hamlin O'Kelley, III, was marked for
16 identification.)
17 (PLF. EXH. 6, Letter dated December 2,
18 2014 from G. Hamlin O'Kelley, III, was marked for
19 identification.)
20 (PLF. EXH. 7, Last will and testament
21 of Willie Gelzer Weekley, was marked for
22 identification.)
23 **THE COURT:** Thank you. May be seated.
24 All right. We're here this afternoon in regards to
25 follow-up for a meeting that was held in chambers

1 APPEARANCES OF COUNSEL:
2
3 ATTORNEYS FOR THE PLAINTIFF
4 ESTATE OF WILLIE G. WEEKLEY, DECEASED, BY
5 ITS PERSONAL REPRESENTATIVE,
6 BETTY W. DENNEY:
7
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14
15 ATTORNEYS FOR THE DEFENDANT
16 LAURA WEEKLEY SEGAL, INDIVIDUALLY AND AS
17 PERSONAL REPRESENTATIVE OF THE ESTATE OF
18 WILLIAM JAMES WEEKLEY, DECEASED:
19
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1 with Mr. O'Kelley, Mr. Carter, and Mr. Murdaugh was
2 present. Has he -- has anyone talked with his
3 office?
4 **MR. O'KELLEY:** Yeah. Your Honor, Mr.
5 Murdaugh has discovered he had a conflict in the
6 case and won't be involved any longer.
7 **THE COURT:** Okay. All right. With
8 that being said, Mr. O'Kelley, the latest filing
9 that this Court had in summarization of our meeting
10 first was where you enclosed the order granting the
11 plaintiff's motion for summary judgment and the
12 motion for reconsider. And I ask you to go ahead
13 and summarize as best possible --
14 **MR. O'KELLEY:** Yes, ma'am, and I'll try
15 to keep it brief, but, Your Honor, just -- I've
16 given Mr. Carter copies of some exhibits that I'm
17 going to pass up to the Court. The notice of
18 hearing, and obviously we've got a full house
19 today --
20 **THE COURT:** Correct.
21 **MR. O'KELLEY:** -- so everybody got
22 notice. The copy of the motion to reconsider,
23 which is currently pending before the Court. And
24 then the correspondence from October and November
25 where I wrote Your Honor asking if we could have

1 another hearing. And a copy of the will of Willie
2 Gelzer Weekley, which Your Honor has read ad
3 nauseam at this point, but that I just didn't know
4 if we needed to make it a copy. Mr. Carter has
5 copies of all of them.

6 Your Honor, you know --

7 **MR. CARTER:** There's no objection.

8 **THE COURT:** Okay, thank you.

9 **MR. O'KELLEY:** -- that this matter is
10 before the Court, our client Ms. Denney, who's
11 right here with me today, Ms. Denney is 82 years
12 old and she's trying to wind up her father's
13 estate. The only living sibling Ms. Denney has is
14 a lady named Margaret Shinar who lives in Michigan,
15 she's 93 years old. They have been trying to wrap
16 up their father's estate for some time now and we
17 filed a motion for summary judgment which Your
18 Honor heard on October 15th of 2010.

19 At that hearing the Court said there
20 would be a ruling and Your Honor issued your ruling
21 on August 29th of 2013. We filed a motion to
22 reconsider because we had some questions about the
23 Court's order. The Court said come to chambers and
24 we came and met with Your Honor on May 15th of
25 2014.

1 And I actually have my notes from that
2 status conference with me today, Your Honor.
3 Mr. Carter was present, Mr. Murdaugh was present,
4 and we went over the order of the Court and the
5 questions we had about that order. And what we
6 were seeking was to clarify that prior order this
7 summer. Specifically we were trying to have the
8 Court determine and rule finally that the transfers
9 that are complained of in Paragraph 9 of our
10 complaint, specifically some transfers from the
11 Saad, S-A-A-D, family and from L.C. Weekley were
12 not appropriate under the terms of the will of
13 Willie Gelzer Weekley.

14 Mr. Weekley died testate in 1977. His
15 will was dated May 10 of '73 and this estate was
16 opened with this court on February 28th of 1983.
17 So in February we'll be looking at 32 years of
18 probate. Your Honor may recall that there are
19 mechanisms in the will to dispose of the real
20 property in Sections 3, 4, 6, 7, and 8. We had
21 arguments about that. We -- I could go through and
22 explain who gets what shares, but I think the Court
23 is pretty fair who gets what.

24 We filed this complaint and the only
25 person to object to the property coming back into

1 the complaint was Laura Weekley Segal who is the
2 personal representative of the estate of William
3 James Weekley, her father, Ms. Denney's brother,
4 who she contends transferred or had property
5 transferred to him improperly so it should come
6 back into her father's estate so that the shares
7 can be distributed per Willie Gelzer Weekley's
8 will.

9 We went before Your Honor and we argued
10 and stated in chambers that there was no evidence
11 presented that Section 7 of the will was complied
12 with for the transfers complained of, and Your
13 Honor heard us out in chambers. We had a lengthy
14 back and forth argument between Mr. Carter, Mr.
15 Murdaugh, and myself. And in that status
16 conference Your Honor said that partial summary
17 judgment was to be granted and the property was to
18 come back into the estate. You also said that you
19 would deny that -- the summary judgment --

20 **MR. CARTER:** Your Honor, I'm going to
21 object.

22 **MR. O'KELLEY:** Mr. Carter, I'm
23 explaining what the Court asked me to do.

24 **THE COURT:** If you hold your objection
25 for -- for just one moment.

1 **MR. CARTER:** Okay. Certainly, Your
2 Honor.

3 **MR. O'KELLEY:** Thank you, Your Honor.
4 Your Honor said that summary judgment was to be
5 granted and the property was to come back into the
6 estate. Transfers regarding the 40-acre homeplace
7 were refined. And then, Your Honor, I specifically
8 wrote all these things down because I knew this
9 might come up later, that you were going to
10 transfer the matter to the Circuit Court to
11 determine the distribution of shares because, as
12 Your Honor said, there's a lot going on with this
13 Court, it's you and one staff member, and the
14 Circuit Court Your Honor felt was better able to
15 handle these matters on down the road, which was --
16 you know, we understand that ruling.

17 There hadn't been any evidence
18 presented that Your Honor could find that the
19 mechanisms with the will had been complied with to
20 the transfers to the property that we are
21 complaining of should come back into the estate.
22 You also had stated at that hearing that there was
23 no problem with the 40 acres being distributed to
24 Ms. Denney and Ms. Shinar per the interest of the
25 testator Willie G. Weekley. But you did state that

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1 there was no notice and no vote.

2 At that status conference Your Honor
3 said please submit orders. We submitted an order
4 to you as did Mr. Carter. The Court acknowledged
5 receipt of that proposed order on 6/2 of 2014, that
6 would be June 2nd. We've got the file stamp copy
7 on the bottom.

8 And, Your Honor, that is where we are.
9 That is the summary of what has gone on in this
10 case. And I'm happy to have Mr. Carter tell the
11 Court why he thinks that's -- it's different, but
12 that's my understanding of what the ruling was. We
13 wanted to put something on the record today because
14 of the age of my client and her sister. Ms. Denney
15 is, as I stated, and you're not supposed to tell a
16 lady's age, but she is 82 (sic), Ms. Shinar is 93.
17 The estate has been opened 32 years where she has
18 lost -- they have lost other siblings while the
19 estate has been open. Their brother L.C. Weekley
20 who consented to the relief sought in this
21 request -- this case has since died. He died while
22 this matter was pending and after the timeframe to
23 answer was -- has run, so he's in default in the
24 matter as well. But he's got heirs now who need to
25 be -- get some finality.

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1 It's my understanding, Your Honor, that
2 you were ruling in our favor, and that was the
3 Court's indication in the status conference. I'm
4 happy to go through and discuss each aspect of the
5 motion that's pending before the Court, which is
6 the motion for summary judgment as to why the will
7 was not complied with, but it's my understanding
8 that Your Honor is fully aware of those arguments
9 and that you were ruling in our favor. We just
10 wanted to put something in the record -- on the
11 record to that effect so we asked the Court for
12 this hearing today.

13 **THE COURT:** Thank you. And,
14 Mr. Carter -- and albeit probably somewhat wildly
15 unusual for the Court not to object or -- or
16 sustain or overrule your motion -- or your
17 objections to his entries, this is a motion
18 hearing. This -- this I felt, from this Court's
19 perspective, that as all the parties are here, they
20 needed to be brought aware as to what our status
21 conference meeting that day contained and consisted
22 of. I'd prefer that you go ahead now with whatever
23 your objection may have been so that the Court can
24 then rule whether or not it's going to sustain or
25 overrule that objection, but as much that can be

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1 brought to light in this court matter today and be
2 put on the record can be done as all the parties to
3 this -- this case need to be brought aware not just
4 with each person's counsel but from the Court's
5 perspective entirely.

6 **MR. CARTER:** Thank you, Your Honor. If
7 it may please the Court, if I may. For the court
8 reporter, I am Steve Carter. I represent Laura
9 Weekley Segal.

10 Your Honor, the reason for the -- that
11 I was going to object, and it doesn't matter at
12 this point, but a status conference, as the Court
13 is well aware, is a non-record discussion. There
14 is no evidence received. As far as I know, there
15 was no decisions made that day. I think the Court
16 heard everybody's positions, but I don't recall --
17 and if I'm wrong the Court can correct me -- but I
18 don't recall that there was any decisions by the
19 Court that day.

20 The Court did ask for proposed orders,
21 which would be fairly typical to get the counsel's
22 thoughts as to suggestions they might have for the
23 Court. But that status conference was certainly
24 nothing on the level of what this hearing is with
25 the ability of notice to everybody to be here, the

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1 opportunity to have a record of the hearing, the
2 opportunity to be heard fully and completely.
3 That's what we think of when we think of a hearing.
4 And so I would just merely suggest to
5 Your Honor that the status conference was
6 something -- just exactly what it says, what's
7 happening, what are we going to do with this case,
8 what are we going to do going forward. And, yes,
9 there was a great deal of discussion. And, of
10 course, obviously the Court is going to correct me
11 if I'm wrong, but I don't believe the Court made
12 any decisions that day.

13 Now, the -- I'll kind of start back at
14 the beginning. First of all, I enjoy the
15 courtroom. I enjoy the opportunity to appear
16 before Your Honor. I respect the Court. And from
17 the time that this country started, we've had -- in
18 order to be deprived of life or liberty or
19 property, we have to have due process. Now, I
20 won't talk about liberty and -- and life, because
21 that's a criminal proceeding. In civil proceedings
22 to be deprived of property, we're entitled to due
23 process.

24 That is a hearing, somewhat like what
25 we have today, notice for all the parties to be

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1 there, all the -- everybody who has an interest has
2 a right to be there. That's why we filed the
3 lawsuit, we served the lawsuit, we give notice of a
4 trial.

5 Due process says we have the right to
6 cross-examine witnesses. That's why in Perry Mason
7 the witness was always on the stand and Mr. Mason
8 always had the opportunity to ask those witnesses
9 his questions.

10 We have the right to subpoena
11 witnesses. We have the right to take the stand and
12 testify ourselves.

13 All of those are an important part of
14 due process and they're -- they're recognized on a
15 daily basis. And to deprive someone of due
16 process, a party of due process, is an exception to
17 the rule and I -- and -- and when I say rule, all
18 of our due process rights now in the civil mode
19 have been streamlined into specific rules, rules of
20 civil procedure. And one of those rules, Rule 56,
21 says in rare instances, if, in fact, there's no
22 dispute in the facts, that is if everybody agrees
23 and there's no dispute in the important facts, then
24 a party is entitled to summary judgment pursuant to
25 Rule 56.

1 by themselves, so Mr. Carter's --

2 **THE COURT:** Sustained.

3 **MR. O'KELLEY:** -- misstating the rule.

4 **MR. CARTER:** I am not. I am not
5 misstating the rule and that's -- that's an error.
6 You don't have to have affidavits. You can have
7 depositions, you can have all --

8 **THE COURT:** Right.

9 **MR. CARTER:** -- you can have many items
10 of evidence, but if an affidavit is given, it has
11 to be on personal knowledge. You can't include
12 hearsay within the affidavit. That's what the --
13 that's what the rule says.

14 Now, if that witness who signs the
15 affidavit, if there's any counter affidavit that --
16 that counters any of those facts, then they cancel
17 each other out and nobody gets summary judgment.
18 And at trial, those two witnesses who signed those
19 two affidavits can be cross-examined.

20 When we go to -- when we jump through
21 discovery phase, we jump then to summary judgment
22 phase without ever having any opportunity to
23 cross-examine witnesses, we've jumped over and
24 avoided due process. So I'm going to take it back
25 to in summary judgment and the -- and I've provided

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1 Now, I -- I know I've provided a lot of
2 law to Your Honor, but the rule itself -- and I
3 don't know if you would like a copy of the rule.

4 **THE COURT:** No, you've already provided
5 that previously.

6 **MR. CARTER:** Okay.

7 **THE COURT:** Thank you.

8 **MR. CARTER:** 56(c) in pertinent part
9 says that the party moving is entitled to summary
10 judgment if there is no genuine issue as to any
11 material fact. And in looking at whether there's a
12 material fact in dispute, the Court in Rule 56(e)
13 limits what the Court can consider. And it is
14 limited to: Supporting and opposing affidavits
15 shall be made on personal knowledge set forth facts
16 which would be admissible in evidence. And that
17 means admissible in evidence at trial. So in order
18 to consider anything in the course of a -- it's
19 deciding a motion for summary judgment, the Court
20 can only consider what would be admissible at
21 trial. For instance, as we know --

22 **MR. O'KELLEY:** Your Honor, I'm going to
23 have to state an objection. That's
24 mischaracterizing the rule. Summary judgment
25 motions are done on affidavits, which are hearsay

1 the case law and I'll cite some cases for Your
2 Honor: Bass v. Gopal which is a 2011 case from the
3 Supreme Court, 395 South Carolina 129. And then
4 also the Wright v. School District of Fairfield,
5 which is a 1994 case.

6 Both those cases say the nonmoving
7 party, which is Ms. Segal, the nonmoving party is
8 entitled to the benefit of every possible inference
9 so that -- summary judgment we don't weigh
10 evidence, we decide is there any evidence that's
11 opposed.

12 A good example that I use in -- on a
13 daily basis is if the dispute is as to who ran a
14 red light and I drove through an intersection and I
15 say I had a green light, the plaintiff says they
16 had a green light and that plaintiff has a busload
17 of the most outstanding citizens in the state along
18 with a couple of priests and a couple of Baptist
19 ministers and they all say that I ran the red light
20 but I deny running the red light, that means they
21 don't get summary judgment, because there's a
22 scintilla of evidence, a mere speck of evidence
23 that says, well, this -- there's a question of fact
24 on that material issue who ran the red light.

25 In this case, we have extremely complex

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1 sets of facts. I know Your Honor diligently worked
2 hard to try and figure out all of the facts. I can
3 tell you that any group of lawyers sitting in a
4 room could argue 16 different things that we didn't
5 even talk about yet in this case. It's -- it's a
6 very complex -- on facts, on the history, and on
7 the law, it's very complex.

8 It's clearly, in my estimation, I would
9 have to say it's not one -- it's not right for
10 summary judgment. We haven't even done discovery
11 yet. I haven't even had the opportunity -- they
12 rely heavily on a report, not an affidavit, but a
13 report from someone who is supposed to be a title
14 examiner. They -- they were trained mechanically
15 to look at titles. They're not trained in the law
16 of wills. And yet they render a legal opinion
17 about what the will's intent -- what -- what
18 happened here.

19 That's Your Honor purview. You decide
20 the law, not -- and -- and you don't listen to
21 opinions about the law from -- from -- unless
22 someone is qualified truly as an expert and we
23 don't -- the person didn't indicate in their -- in
24 their statement, not even an affidavit, that they
25 had a law degree, had any legal training whatsoever

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1 at the second sentence this Court made numerous
2 conclusions, all of which were supported by an
3 affidavit and documents presented by Ms. Segal.
4 And all of those findings that the Court made
5 create question -- or are clearly questions of fact
6 that are challenged by the plaintiff.

7 Now the plaintiff can challenge them;
8 but as of the time of motion for summary judgment
9 if there's any evidence whatsoever to support the
10 plaintiff -- the -- Ms. Segal's position then she
11 gets the benefit of that support, that inference.
12 And as the Court concluded, there was -- Your --
13 Your Honor recited that the transactions made --
14 and, again, this is a second paragraph on -- under
15 paragraph numbered two on Page 9, the transactions,
16 which is, of course, all of the transactions that
17 Ms. Segal and her father participated in, the
18 transactions made in regards to the 269.5 acres
19 were done first well after two years after the
20 death of the testator. As Your Honor clearly
21 understood, that was outside of the will.

22 So Your Honor obviously understood
23 that, well, we didn't comply with the will, but a
24 whole lot of other things happened besides that and
25 that is, second, the conveyances were made in

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1 other than they were title examiners.

2 So I would suggest if -- if that were
3 at all significant, then I would at least have the
4 opportunity to take that witness' deposition and
5 cross-examine them at trial, but I don't -- I don't
6 even think we get to that point because in this
7 case the facts and the law are so complex and Your
8 Honor in -- and I note that the plaintiffs proposed
9 order states at Page 1 that the order confirms and
10 clarifies the Court's order of -- this is on the
11 first page at the bottom of the proposed order it
12 -- as a preamble it is inserted that this order,
13 the second line, this order confirms and clarifies
14 the Court's order of October -- of August 29th,
15 2013.

16 Well, first of all, it didn't confirm
17 the order, it changes it 100 percent.

18 **THE COURT:** Okay.

19 **MR. CARTER:** And it certainly
20 doesn't -- doesn't clarify it, it just changes the
21 order entirely. And when we -- when we talk about
22 questions of fact -- Your Honor did a yeoman's job
23 in going through and -- I'll look at the Court's
24 order, the order that was actually filed in this
25 case on August 29th, 2013 and on Page 9 beginning

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1 accordance with the division surveys that all of
2 the heirs were knowledgeable of with no offer to
3 join in the purchase, no apparent objection or
4 complaint for a period of five years. That's well
5 outside any statute of limitations. That's well
6 beyond laches. Both of which were affirmative
7 defenses asserted by Ms. Segal. Your Honor clearly
8 found that under those -- under those issues at
9 least questions of fact were created.

10 Your Honor goes on to find that
11 proposed -- that the proposed division surveys were
12 initiated between 2000 and 2003 with no objections,
13 complaints, questions or offer to join in the
14 purchase being raised regarding the division
15 interest at the time nor at the time of the signing
16 of the first farming lease in 2002.

17 And then you go on to note quite
18 significantly I believe, every year an accounting
19 was provided to all heirs of the prospective
20 farming income division and, again, no question,
21 argument, offer or dispute was raised regarding the
22 transfers.

23 So as Your Honor well recognized, okay,
24 maybe the original transfers were not in technical
25 compliance with the -- with the will, but very

1 often wills can't be followed.

2 For instance, if -- if -- if I contract
3 with somebody to say you come and take care of me
4 and I will leave my estate to you, that's a
5 contract. If I prepare a will that transfers
6 differently, the Court's going to set aside that
7 will and honor the contract if it can be proven.

8 Likewise if I have specific bequests of
9 a farm or a car and by the time the person dies the
10 decedent had sold that farm or sold that car,
11 obviously the bequests in the will could not be
12 complied with.

13 This is exactly the same thing. No,
14 there is not specific exact compliance, but there
15 is enough questions of fact as to whether these
16 transfers were viable and legal and proper anyway
17 as presented by the evidence provided by Ms. Segal
18 in her -- by way of her affidavit and supporting
19 exhibits.

20 Your Honor found those things were
21 questions and they continue to be questions to this
22 day. The mere fact that there wasn't strict
23 absolute precise satisfaction of every tenet of the
24 will does that mean those transfers are invalid.
25 As -- as Your Honor found from these -- from her

1 findings, those are questions.

2 And the Court goes on to say with all
3 of these accountings and with all of these
4 transfers and with the -- with the surveys being
5 provided and all of those things -- now, the
6 plaintiffs might dispute all of that, but those --
7 there is evidence of all of that. No -- the Court
8 concludes at the bottom of Page 9 no action or
9 dispute to the contrary was made until the
10 complaint was filed by the plaintiff in 2007.

11 At a minimum, Your Honor, that raises
12 affirmative defenses which are a part of Ms.
13 Segal's response and that is laches and statute of
14 limitations and acquiescence and accord and
15 satisfaction. All of those defenses are supported
16 by those facts.

17 I would also, just as an aside, as the
18 Court found, there were accountings provided every
19 year. As far as I know, we haven't received an
20 accounting since the operations were taken over by
21 the personal representative, there's -- but that's
22 not a formal thing that's before the Court today,
23 I'm just pointing out, Your Honor, I believe that
24 there --

25 MR. O'KELLEY: And, Your Honor, I'm

1 going to object to that, because, again, that's not
2 before the Court.

3 THE COURT: Sustained.

4 MR. CARTER: All right. Thank you,
5 Your Honor.

6 MR. O'KELLEY: Your Honor, briefly in
7 reply. I'm glad Mr. Carter is able to educate the
8 Court on due process because this case has had
9 nothing but due process. The will was opened, it
10 has been years in the making of the will being
11 dealt with other than the way of Ms. Segal's father
12 treating this estate as his personal piggybank once
13 he died. There is --

14 MR. CARTER: Objection, Your Honor,
15 there was no evidence of that.

16 MR. O'KELLEY: Once he died there was
17 no -- I'll withdraw it, Your Honor.

18 THE COURT: Okay.

19 MR. O'KELLEY: Once he died the estate
20 founder, Ms. Denney, they came to our firm and said
21 help. We filed a petition to have her appointed.
22 That was heard and granted.

23 We then filed a complaint. It was
24 served. Answers came back. We filed a motion for
25 summary judgment, which Your Honor knows under Rule

1 56 can be filed at any time. It doesn't matter
2 when it is filed.

3 But when a motion for summary judgment
4 is filed, the nonmoving party must come forward
5 with some form of evidence, a mere scintilla of
6 evidence, that shows that a genuine issue of
7 material fact exist.

8 Well, Your Honor, I almost fell out of
9 my chair a minute ago, because Mr. Carter just
10 stated there was no compliance with the will and
11 that was Your Honor's ruling on Page 9 where the
12 Court found that all of the inner-family deeds --

13 MR. CARTER: I'm going object again.
14 That's mischaracterization of -- of my argument,
15 Your Honor. What I said was --

16 MR. O'KELLEY: Your Honor --

17 MR. CARTER: -- even assuming that
18 there was not --

19 MR. O'KELLEY: Your Honor, I did --

20 MR. CARTER: -- compliance. I did not
21 concede that there was noncompliance.

22 THE COURT: Overruled to the objection.

23 MR. O'KELLEY: Okay. Thank you, Your
24 Honor.

25 The Court found that all of the

1 inner-family deeds made except that of conveyance
2 made to Mixon J. Zahler, Jr. are improper. And,
3 Your Honor, there is a way to comply with the will,
4 as Your Honor knows and as Your Honor found,
5 because the transfers to Mr. Zahler, who's in the
6 courtroom with us today, were in compliance with
7 the will.

8 And I think that's what we're here
9 about today, Your Honor, is the fact that there was
10 no evidence presented. And, again, this case has
11 been pending. The complaint was filed in 2007.
12 Ms. Segal hasn't taken the first deposition. Ms.
13 Denney is right here. Crocker Abstracting is just
14 down the road.

15 This motion has been pending since
16 2010. So to say that we're in a discovery phase
17 and we need to do discovery seems a bit silly since
18 the case has been pending for so long.

19 Your Honor did make a ruling that all
20 of the inner-family deeds made are improper. And,
21 Your Honor, we're seeking to have the Court either
22 put something on the record or clarify its order
23 from what we talked about in the status conference
24 that that was my understanding, and if my
25 understanding was improper I apologize to

1 Mr. Carter and to the Court, that that's why Your
2 Honor wanted a proposed order from us quickly, was
3 so that Your Honor, while it was fresh in Your
4 Honor's mind, you could finally memorialize the
5 fact that the will was not complied with.

6 And it's interesting, Your Honor, if
7 these properties come back into the estate, there
8 is no deprivation of life, liberty or the pursuant
9 of happiness or property. They come back into the
10 estate and they're distributed according to the
11 estate. And because Ms. Segal steps into the shoes
12 of her now deceased father, she still will have the
13 largest shares.

14 The homeplace, Your Honor ruled, the 40
15 acres, was transferred properly. No one seems to
16 be contesting that issue here today. That was part
17 of our order.

18 But, Your Honor, I think it's important
19 to note and I think Your Honor has indicated, at
20 least it was my impression, and, again, if I'm
21 mischaracterizing something I apologize to Your
22 Honor and to Mr. Carter, but I thought it was your
23 impression from the status conference and even here
24 today, I don't see any evidence that says the will
25 was complied with.

1 And this simply gets the property back
2 into the estate and then Your Honor can say, Judge
3 Buckner or retired judge whoever or special referee
4 whoever, please distribute the estate according to
5 Mr. Weekley's will so that we can close this matter
6 for an 89 (sic) year old lady whose with us today
7 and for a 93-year old lady who's in Michigan who
8 can't be with us.

9 So that -- that is the point, Your
10 Honor. Due process has been more than complied
11 with. We have not seen a speck of evidence that
12 says the will was complied with and that's why we
13 filed our motion. And, Your Honor, that's why
14 we're here today, to get something on the record
15 about the fact and to clarify what Your Honor ruled
16 already in August of 2013.

17 **THE COURT:** Thank you.

18 **MR. CARTER:** Your Honor, may it please
19 the Court, I -- I would submit it's disingenuous to
20 say that granting the plaintiff's motion for
21 summary judgment does not take away property from
22 Ms. Segal. She has a certain number of shares in
23 the property and a certain number of acres and the
24 plaintiff wishes to take those away from her. That
25 is taking property. So I'm not sure where --

1 where that was going.

2 But if the Court recalls, we attempted
3 to do discovery early on. We served
4 interrogatories and requests for documents. They
5 were -- those requests and interrogatories were not
6 complied with until after we filed a motion for --
7 to compel --

8 **MR. O'KELLEY:** But they've been
9 complied with, Your Honor. They've been complied
10 with, Your Honor, and --

11 **MR. CARTER:** Yes.

12 **MR. O'KELLEY:** -- this isn't before the
13 Court, Your Honor.

14 **MR. CARTER:** It -- well, it is when
15 it's raised in the due process mode, Your Honor,
16 because those -- they were complied with just
17 before summary judgment.

18 **MR. O'KELLEY:** They were still complied
19 with, Your Honor. So, again, I don't know what his
20 argument is.

21 **MR. CARTER:** I -- I would -- I would
22 like the opportunity to finish without being
23 interrupted so that he could learn what my argument
24 is.

25 **THE COURT:** Thank you, Mr. O'Kelley.

1 **MR. O'KELLEY:** Thank you, Your Honor.
2 **MR. CARTER:** Thank you, Your Honor.
3 Typically we -- we send our interrogatories, find
4 out who their witnesses are, what they're going to
5 do, what they're going to say, and we ask for the
6 documents that they're going to use at trial.
7 After we get those, we commence depositions.
8 Now, this case, the depositions are
9 going to be extensive and expensive. We have many
10 witnesses from other states. The -- the Court --
11 the interrogatories and -- and requests for
12 documents were satisfied at the time of the motion
13 for summary judgment: So once the summary -- once
14 the summary -- the Court -- the summary judgment
15 issue was before the Court, we couldn't really do
16 discovery. We could, but we don't know how the
17 Court was going to rule and that would affect our
18 depositions going forward.
19 So to say -- and, again, you -- I'm not
20 sure what he's saying when he says, well, we filed
21 promptly in 2007. As the Court clearly observed by
22 your -- your order, many years went past and lots
23 of documents were provided to the -- to the
24 plaintiff so that they understood what was going
25 on.

1 was a contract compliance if there are other
2 affirmative defenses to compliance with the
3 contract or in this case a will. And that's --
4 that's all I wanted the Court to understand. I
5 really appreciate your -- your attention and your
6 time, Your Honor, thank you.
7 **MR. O'KELLEY:** And, Your Honor, if --
8 if I may just quickly, this is a case that screams
9 for summary judgment because it's not a contract
10 case. It's not a car wreck case. It's a will
11 case. And it's this Court's duty, as Your Honor
12 knows, to strive to determine and give effect to
13 the testator's attempt. And that's the case of May
14 v. Riley it's from 305 S.E.2nd Case 77 from 1983.
15 It was affirmed in the case of In re Estate of
16 Fabian in the Court of Appeals at 483 S.E.2nd at
17 474. And Your Honor has heard that there was no
18 compliance with the mechanisms in the will for
19 these transfers to be upheld.
20 And that's -- that's it, Your Honor.
21 That's all we're seeking here. The fact that there
22 are affirmative defenses doesn't change the fact
23 that not one scintilla of evidence has been brought
24 to this Court since this case began that says we
25 complied. And as Your Honor found in the order,

1 And, again, what I -- what our -- what
2 our position is, as in any case, the mere fact that
3 something went wrong in a case doesn't mean that
4 the plaintiff wins. The mere fact that I ran a red
5 light doesn't mean the plaintiff wins if they have
6 no damages. There -- the mere fact that a contract
7 is not complied with is not dispositive if the
8 other side -- if the -- if the plaintiff didn't
9 comply first.
10 So there's always affirmative defenses
11 outside of was the contract or the will strictly
12 complied with. And -- and Your Honor has
13 significant evidence before it that, yes, there was
14 not -- there -- there was affirmative defenses of
15 laches and statute of fraud, statute of
16 limitations, and statute of frauds and waiver and
17 all of those affirmative defenses that we put into
18 our memorandum and opposition of summary judgment
19 and all of the evidence opposed -- in support of
20 those affirmative defenses -- and if we have any
21 evidence that supports the affirmative defense then
22 the plaintiff is not entitled to summary judgment
23 and that's -- that is where we are on summary
24 judgment.
25 It's -- it's irrelevant whether there

1 all the transfers were not in compliance with the
2 will except the transfer of Mr. Zehler.
3 So there is a mechanism to be -- to be
4 had and the family knew there was mechanism to do
5 this, but it wasn't done in the case of the four
6 transfers we're talking about in Paragraph 9 of the
7 complaint.
8 This isn't complicated. Mr. Weekley
9 wanted his family to keep the property together.
10 He went to Mr. Anderson and they drafted this will
11 ages ago to try and get it -- excuse me, not Mr.
12 Anderson, Mr. Kinard years ago to try to do this
13 mechanism the best way they could. This was before
14 the LLC statutes. This was before the people
15 thought you could put family property into
16 corporations. And they did it the -- before the
17 probate code, Your Honor.
18 They did this pretty sophisticated will
19 and pretty cleverly, maybe to my client's chagrin
20 all these years later, but, Your Honor, your ruling
21 was clear and we sent the order to bootstrap and
22 clarify that order that said the will was not
23 complied with and that's what we're here about
24 today.
25 **THE COURT:** And, sir, you had something

1 to offer.

2 **MR. DAVIS:** Your Honor, may I be heard?

3 **THE COURT:** Could you state your name
4 and your position --

5 **MR. DAVIS:** Yes, ma'am.

6 **THE COURT:** -- for the record, please.

7 **MR. DAVIS:** My name is Tom Davis. I'm
8 an attorney at Harvey & Battey in Beaufort and I'm
9 making an appearance today on behalf of Chris
10 Crosby who has an interest in this matter but who
11 has not been named as a party to this action and
12 has not had a chance to yet to be heard. And I
13 would like to briefly outline what the basis of his
14 interest is and request that we be included in any
15 future correspondence between the parties that
16 effect my client's interest.

17 **THE COURT:** Is there any objection from
18 Mr. O'Kelley or Mr. Carter?

19 **MR. O'KELLEY:** Absolutely, Your Honor.
20 Mr. Crosby may have an interest in the estate of
21 L.C. Weekley. L.C. Weekley was served with this
22 complaint. He did not answer this complaint. He
23 was in default in this matter. And he consented to
24 the relief that was requested in the case.
25 He subsequently died. If we need to

1 substitute his estate as a party, we might need to
2 do that, but because he's in default in the matter
3 there's really nothing for Mr. Crosby or his
4 attorney to say. He's been in default. He was
5 served, the 30 days ran, and he's been in default
6 since 2007, and that was well before he died, Your
7 Honor.

8 **THE COURT:** Okay. And there's
9 sufficient evidence in the court record from '07
10 where he was initially served with the notice?

11 **MR. O'KELLEY:** Yes, ma'am. Absolutely.

12 **THE COURT:** Okay.

13 **MR. DAVIS:** If I may be heard briefly,
14 Your Honor.

15 **THE COURT:** I'm going to allow you to
16 go ahead and submit your comments into the record
17 and --

18 **MR. O'KELLEY:** And, Your Honor, just
19 from -- if we could note my objection for the
20 record --

21 **THE COURT:** Certainly.

22 **MR. O'KELLEY:** -- and the objection is
23 continuing and --

24 **THE COURT:** Duly noted.

25 **MR. O'KELLEY:** -- and, Your Honor, it's
ROA 41

1 my understanding your ruling is that this -- you
2 will allow Mr. Davis to make his presentation but
3 are you ruling -- well, I'll just see what happens.

4 **THE COURT:** Okay.

5 **MR. O'KELLEY:** With Your Honor's ruling
6 if I need to preserve the objection I will do so.

7 **THE COURT:** All right. Thank you.

8 **MR. DAVIS:** Thank you, Your Honor. Mr.
9 Crosby has either one of two interests in the real
10 property that's -- in this case. If, in fact, the
11 plaintiff is correct and the deeds of distribution
12 were done improperly, then he has whatever interest
13 Lucas Weekley would have received since he is the
14 devisee in Lucas Weekley's will which is in probate
15 in this Court.

16 If, in fact, those deeds of
17 distribution were done properly, then he has an
18 interest in the subject matter of this action
19 because he is the holder of a mortgage against real
20 property that was given to Mr. Weekley prior to his
21 death and subsequently willed to Mr. Crosby in the
22 last will and testament of Lucas Weekley.

23 So irrespective of whether eight or
24 nine years ago pleadings were served and Lucas
25 Weekley was held in default, my client either has

1 an equitable interest in the land by virtue of
2 holding a mortgage or he has a fee simple interest
3 in the land by virtue of having whatever interest
4 Lucas Weekley had in the property.

5 In either event, neither Lucas Weekley,
6 that I can see in this caption -- or I guess that's
7 L.C. Weekley -- but my client, who currently stands
8 in the shoes, deserves to be heard irrespective of
9 whether or not there was a default. I mean, things
10 may change. Motions may be held that affect my
11 client's interest beyond what was initially pled.

12 He has an interest in these proceedings.
13 And we properly notified counsel when

14 Your Honor issued her order in August 29th, 2013.
15 My client became aware of that, thought his
16 interest was affected. I contacted counsel for the
17 parties and let them know that I represented Chris
18 Crosby, that he had either an equitable or a legal
19 interest in the subject matter of the real
20 property. And just by happenstance about a month
21 ago contacted the parties again and asked what the
22 status of the matter was and I heard, Your Honor,
23 that there was going to be a hearing today.

24 So I appeared today on behalf of my
25 client protecting either his equitable interest in

1 the real property in the event that the deeds of
2 distribution were proper or his legal interest in
3 the real property to the extent the deeds of
4 distribution were executed and administered
5 improperly.
6 **THE COURT:** Okay. Thank you.
7 **MR. DAVIS:** Thank you.
8 **MR. O'KELLEY:** And, Your Honor, just
9 briefly in reply, Mr. Weekley, again, is in
10 default, L.C. Weekley, the testator for Mr. Crosby
11 and he consented to his shares -- his transfers
12 coming back into the estate. And ultimately L.C.
13 Weekley had five of the shares of his father's
14 estate under paragraph -- excuse me, Section 4 of
15 the will, just so the Court is aware of that.
16 **THE COURT:** Okay. Thank you.
17 **MR. CARTER:** May I inquire as to the
18 form of the consent? He stated Mr. L.C. Weekley
19 consented.
20 **MR. O'KELLEY:** He consented by default.
21 **MR. CARTER:** Okay. So he didn't
22 consent affirmatively --
23 **MR. O'KELLEY:** He has -- he has eight
24 and a half shares. Actually he -- he consented
25 affirmatively because he did not answer the

1 complaint. He was served and --
2 **MR. CARTER:** I understand, but that
3 wasn't an affirmative consent, that was a default.
4 **MR. O'KELLEY:** Which -- which in this
5 case his -- there's only one party who filed an
6 answer objecting to the relief sought and that was
7 your client, Mr. Carter.
8 **MR. CARTER:** I'm just wanting to
9 clarify, Your Honor, because it seemed as though
10 there was affirmative consent and I don't believe
11 that's the state of the record. I just --
12 **MR. O'KELLEY:** Your Honor, he consented
13 by his default. And just for the record, Your
14 Honor, I've got it wrong, Lucas Carroll Weekley
15 gets eight and a half shares under the rule, just
16 for the record. I had stated five, but it's eight
17 and a half.
18 **THE COURT:** Okay.
19 **MR. O'KELLEY:** So that would be
20 whatever share Mr. Crosby would be stepping into.
21 **THE COURT:** So as you see, ladies and
22 gentlemen of -- that are here in the galley today,
23 regarding the case of Mr. Willie G. Weekley what
24 this Court has had to contend with over this period
25 of the number of years since 2006 I'm going to say

1 slash 7 to current date and the 30 years all total.
2 This is not being something that the
3 Court has held lightly. This is not something that
4 this Court has been able to set on a shelf and just
5 hold you off on an answer. This is something this
6 Court has contended with time after time after
7 time, but in -- when it all comes down to the
8 bottom line, the duty of this Court is to determine
9 whether or not the intent of the testator was
10 carried out.
11 And there have been several ways that
12 it's been put before this Court to decide this way
13 or that way, but the bottom line that this Court
14 has to make sure and adhere to is the testator's
15 intent. What did this gentleman want as a result
16 to happen from his last will and testament:
17 He took the time, he took the
18 initiative to prepare a will. He wrote out in his
19 last will and testament, which albeit it took me
20 about 13 hours of my personal time away from my
21 office, away from the phones, to go through and
22 decipher over and over again once both the
23 councilmen put before this Court their independent
24 positions for their clients' behalfs to look at it
25 from the ground up in -- in both spectrums. Not an

1 easy task. Whether it be that I myself
2 independently had been in this court or any other
3 probate judge.
4 So therefore taking a step back from
5 all of those other smoking guns and mirrors, this
6 Court has had to go back to the original question
7 what was the testator's intent. This Court finds
8 in ruling the way that the Court did in August and
9 presenting the order that the Court presented and
10 in the middle of this order that the Court felt had
11 equitably tried to entertain the position from both
12 parties here, that this order couldn't really go as
13 it was so the Court does take a step back and look
14 at the issues again regarding the order and the way
15 it was -- was presented. Couldn't make a ruling in
16 part. It's one way or the other.
17 The Court does offer the apologies. I
18 tried to do what I felt like from the Court's
19 perspective that would be in the best interest of
20 all parties. There again, it brings me back to
21 square one and the point again of was the
22 testator's will carried out.
23 This -- this Court is ruling from this
24 bench today because, again, I do in agreement with
25 both attorneys feel that this Court -- this case

1 has gone on for far too many years. Unfortunately
2 I feel like it's -- it's not a quick fix, it's
3 going to continue to go on; however, you will have
4 a point that you can derive and go from this date
5 forward.

6 This Court is rendering an order for
7 motion of summary judgment and the Court is going
8 to release the case to the circuit court for the
9 properties that are going back into the estate for
10 the circuit court to rule on how those properties
11 should be distributed or whether or not those
12 contracts for deeds are going to be affirmed or
13 not, but from this day forward the probate court
14 summary judgment stands as ordered.

15 **MR. O'KELLEY:** And, Your Honor, just as
16 a point of clarification, it's -- the order from
17 2013 stands as the order saying that the properties
18 were -- should go back to the estate.

19 **THE COURT:** That is correct.

20 **MR. O'KELLEY:** And, Your Honor, those
21 properties being the four that are complained of in
22 Paragraph 9 -- the transfers in Paragraph 9 of the
23 complaint are now back into the estate.

24 **THE COURT:** That's correct.

25 **MR. O'KELLEY:** And does Your Honor need

1 is going to a higher court, I want it in writing so
2 that it can follow the entire record.

3 **MR. CARTER:** No, I understand, but, if
4 I understand correctly, you are simply affirming
5 your order.

6 **THE COURT:** No, the -- my previous
7 order --

8 **MR. CARTER:** Yes.

9 **THE COURT:** -- was in part that part of
10 the properties go back into the estate. This
11 affirmative today is that everything as though it
12 had not ever been done in any part. All of it.

13 **MR. CARTER:** Okay. So you're not
14 confirming your prior order, you are issuing a new
15 order?

16 **THE COURT:** Issuing a new order that it
17 should start from the ground up.

18 **MR. CARTER:** Okay. Thank you, Your
19 Honor.

20 **MR. DAVIS:** Your Honor?

21 **THE COURT:** Yes, sir.

22 **MR. DAVIS:** May I request that my
23 client be Chris Crosby be substituted as a party
24 defendant for L.C. Weekley. I think both sides
25 acknowledge that he is the sole devisee in the will

1 a further order to that effect or is the ruling
2 from the bench sufficient?

3 **THE COURT:** There is going to need to
4 be a documented order per -- per --

5 **MR. O'KELLEY:** I'll --

6 **THE COURT:** -- verbatim.

7 **MR. O'KELLEY:** I'll be happy to prepare
8 one. I've been writing it down. And I will
9 actually order the transcript, madam reporter, so I
10 will take the court's ruling and quote it from the
11 transcript and attach the transcript --

12 **THE COURT:** Per quote and I will be
13 watching for that.

14 **MR. O'KELLEY:** I will -- I will
15 actually quote it and I will attach the transcript
16 to the last page -- it'll -- the transcript will be
17 attached to the order, in other words, so it will
18 be quoted what Your Honor has just ruled.

19 **THE COURT:** Okay. Thank you.

20 **MR. CARTER:** Thank you, Your Honor.
21 I -- I -- I appreciate your time. I believe -- and
22 I'm not sure why there has to be -- if you're going
23 to affirm your order, why you need another order.
24 It seems to be your order affirmed is sufficient.

25 **THE COURT:** It is, but if this record

1 and I don't -- based on what I'm hearing, I don't
2 think there's objection to having Mr. Crosby
3 substituted in the stead of L.C. Weekley. Am I
4 correct in that regard?

5 **MR. O'KELLEY:** No, Your Honor, the
6 estate of L.C. Weekley might be substituted, but I
7 don't -- I would need to go through Mr. Weekley's
8 will and have evidence of that and all that, but I
9 think if we wanted to substitute to estate -- but
10 it's really not necessary since he's in default in
11 the case and has been for eight -- almost eight
12 years.

13 **MR. DAVIS:** Your Honor, irrespective of
14 whether he's in default, he has an interest in how
15 the property is subsequently going to be handled by
16 the circuit court. I mean, my client has property
17 interests that are going to be determined above and
18 beyond what was in the initial pleading.

19 **THE COURT:** I think you're going to
20 have to submit it from the estate of L.C. and let
21 the higher court rule.

22 **MR. DAVIS:** Okay. I thought there
23 might have been a consent, but I can file a full
24 motion to substitute a defendant, Your Honor.
25 Thank you.

Page 46		Page 48	
1	THE COURT: Thank you. There's nothing	1	I N D E X
2	further. This court is adjourned.	2	Page/Line
3	MR. O'KELLEY: Thank you, Your Honor.	3	CERTIFICATE OF REPORTER 47 1
4	(The hearing was concluded at 2:49 PM.)	4	
5		5	
6		6	
7		7	REQUESTED INFORMATION INDEX
8		8	
9		9	
10		10	(No Information Requested)
11		11	
12		12	
13		13	E X H I B I T S
14		14	
15		15	Page/Line
16		16	
17		17	PLF. EXH. 1, Notice of hearing 4 1
18		18	PLF. EXH. 2, Motion to 4 3
19		19	reconsider the order of this
20		20	Court dated August 29, 2013
21		21	PLF. EXH. 3, Letter dated 4 6
22		22	October 21, 2014 from G.
23		23	Hamlin O'Kelley, III and the
24		24	order granting the plaintiff's
25		25	motion for summary judgment
Page 47		Page 49	
1	CERTIFICATE OF REPORTER	1	upon the motion to reconsider
2		2	PLF. EXH. 4, Letter dated 4 11
3	I, Kelly A. Ball, Court Reporter and	3	October 28, 2014 from G.
4	Notary Public for the State of South Carolina at	4	Hamlin O'Kelley, III
5	Large, do hereby certify that the foregoing transcript	5	PLF. EXH. 5, Letter dated 4 14
6	is a true, accurate, and complete record.	6	November 13, 2014 from G.
7	I further certify that I am neither	7	Hamlin O'Kelley, III
8	related to nor counsel for any party to the cause	8	PLF. EXH. 6, Letter dated 4 17
9	pending or interested in the events thereof.	9	December 2, 2014 from G.
10	Witness my hand, I have hereunto affixed	10	Hamlin O'Kelley, III
11	my official seal this 5th day of January, 2015 at	11	PLF. EXH. 7, Last will and 4 20
12	Charleston, Charleston County, South Carolina.	12	testament of Willie Gelzer
13		13	Weekley
14		14	
15		15	
16		16	
17		17	
18		18	
19		19	
20		20	
21		21	
22		22	
23	Kelly A. Ball	23	
24	My Commission expires	24	
25	November 19, 2017	25	

ROA 44

STATE OF SOUTH CAROLINA)
COUNTY OF HAMPTON)

IN THE PROBATE COURT

PROBATE FILE NO. 5992

ESTATE OF WILLIE G. WEEKLEY,
DECEASED BY ITS
PERSONAL REPRESENTATIVE
BETTY W. DENNEY,

Plaintiff,

-vs-

ORDER

L. C. WEEKLEY, LAURA WEEKLEY
SEGEL INDIVIDUALLY AND AS
PERSONAL REPRESENTATIVE OF
THE ESTATE OF WILLIAM JAMES
WEEKLEY, DECEASED PETER SAAD
AS PERSONAL REPRESENTATIVE
OF MARY ELIZABETH WEEKLEY
SAAD, DECEASED AND AS TRUSTEE
OF THE MARY ELIZABETH WEEKLEY
SAAD TRUST

Defendants.

ATTORNEY COPY
Sheila B. Odum, Probate Judge
Hampton County SC
8/29/2013

THIS MATTER CAME BEFORE THIS COURT on November 14, 2007. A summons and Complaint was filed by the Petitioner, Betty W. Denney as Successor Personal Representative of the Estate of Willie G. Weekley, deceased wherein Mrs. Denney stated all parties named as defendants to this matter were named so in order that all issues presented could be addressed and resolved. The subject matter of the action filed relates to various activities Mrs. Denney asserted impacted(s) the estate of Willie G. Weekley specifically to real property owned by the decedent that is located in Hampton County.

The issues of Mrs. Denney's complaint are summarized by this Court as follows;

1-Real Estate owned by Willie G. Weekley was conveyed or sold without following Probate Court procedures including the requirement/need for court sanction and approval and the issuing of Deeds of Distribution indicating both notice to and approval of the Probate Court and/or

2-Interfamily transfers took place on parcels of real estate owned by the decedent without notice of or approval of other members of the family as required by Articles VI, VII and VIII of the Last Will and Testament of Willie G. Weekley.

Mrs. Denney stated in her complaint she felt she was obligated as the successor representative to challenge the transactions, and has sought relief from this Court for an Order to

A-Declare each questioned transaction of paragraph nine invalid, and/or

B-Mandate rescission of the conveyances that would restore the participants to their posture in all regards.

C-All such further relief as this Court may deem proper.

Between February and April of 2008, there was concurrent issue of Default filed on the response timing of the defendant and ultimately an Order to set aside Default filed on April 23, 2008.

On February 13, 2008, an Answer and Counterclaim (Jury Trial Demanded) was filed by Kevin Brown, attorney for the Defendant Laura Weekley Segal. The five defenses offered by the Defendant is summarized by this Court and is as follows;

1-General Denial (with admittance to the first four paragraphs of the Plaintiff's Complaint) Denial of paragraphs 5, 6, and 7 for lack of sufficient information to form a belief and demand of strict proof thereof. Denial of paragraphs 8, 11, and 12 of the complaint and Demand of strict proof thereof. So much of paragraphs 9 and 10 admitted to that the transactions occurred denial of the remaining portions of the paragraphs especially the allegations the transactions were inappropriate and/or unauthorized and demand strict proof thereof.

2-Second Defense offered-Laches. Paragraphs one through five incorporated as if repeated verbatim. The Plaintiff and all other heirs of Willie G. Weekley were aware of all real estate transactions that were described as inappropriate in the complaint. There were no objections to the transactions at the time they were made, formally or informally and no objections until the filing of the complaint in 2007. Delay on behalf of the plaintiff in making the objections constitutes an unreasonable delay as matter of law. During the time period the property has increased in value. The Defendant Laura Segel and her predecessor in title have continued to make mortgage payments to Lucas Carroll Weekley on a note and mortgage in reliance on the lack of objection by the Plaintiff and other heirs. To rescind and revoke the transactions now would be unjust and inequitable and would greatly prejudice the Defendants.

3-Compliance with Testator's Intent offered as third defense. Paragraphs one through nine incorporated as repeated verbatim. Paragraph VII of the Last Will and Testament of Willie G. Weekley provides that if any of the devisees desires to sell his or her portion, that it be first offered to the other devisees. At the time of the conveyances referenced in the complaint, all the devisees of Willie G. Weekley were aware of the transactions taking place and none of the devisees expressed any interest in joining in the purchase of the respective interests. No objections were raised by the other devisees to the purchase of the property by the Defendant Laura W. Segel or her predecessors in title. The transfers were in compliance with the intent of the testator in that all transfers were made to either a devisee or lineal descendant of the testator Willie G. Weekley.

4-Estoppel offered as fourth defense. Paragraphs one through eleven incorporated as repeated verbatim. In an attempt to agree on a final division of the property, the Plaintiff and other devisees, Margaret Shinar, Ruth Chakides, and William James Weekley, deceased had several surveys made of the property in question between the years of 2000-2003. The division surveys were made in contemplation of the transfers now being questioned by the Plaintiff and this action, and the acreage of real property was divided in those surveys based on reliance the transfers were valid and undisputed by the Plaintiff and the other devisees. The surveys were reviewed by the Plaintiff and other devisees and no objection to the transfers was raised by the Plaintiff or other devisees at the time. The Defendant and her predecessors in title have relied on the silence of the Plaintiff and the other devisees, and the sudden change in position by the Plaintiff and other devisees would greatly damage the interests of the Defendant Laura Weekley Segel and of the Estate of William James Weekley.

5-Counterclaim (Removal of Personal Representative) offered as fifth defense. Paragraphs one through fifteen is incorporated as repeated verbatim. The Plaintiff has a duty to administer the estate of Willie Gelzer Weekley promptly and in compliance with the terms of the Last Will and Testament. The Defendant interjects upon information and belief no part of the property in question is necessary for the administration of the Estate. There are no unpaid bills for the estate and there is no personal property in the estate alleged in the Plaintiff's complaint. Under the common law of South Carolina, real property vests in the devisees upon the death of the decedent, subject only to the rights of the Personal Representative to use the property for the administration of the estate.

The Plaintiff's duty to the heirs of Willie G. Weekley require her to administer the estate as expeditiously as possible and with deference to the agreements between the heirs unless the property is necessary for the administration of the estate. The Plaintiff has breached the duty as Personal Representative by bringing this action, incurring additional attorney's fees and costs that must be borne by the estate unnecessarily.

The Defendant having fully answered the Plaintiff's Complaint, respectfully request the Court;

A-Dismiss with prejudice the Plaintiff's complaint and award the Defendants costs and attorney's fees for having to defend this action

B-Remove the Plaintiff as the Personal Representative of the Estate of Willie Gelzer Weekley, and that some other appropriate person be appointed.

C-Such other and further relief as this Court may deem just and proper.

FINDINGS OF FACT

Willie Geizer Weekley died testate November 6, 1977. Petition to Prove Will in Common Form of Law and for Letters was filed by William J. Weekley, Doris W. Zahler and Lucas Carroll Weekley on February 28, 1983. Per paragraph XII of the Last Will and Testament of Willie G. Weekley, the petitioners were appointed and letters of appointment issued March 2, 1983. The Petition to Prove Will in Common Form section four within, listed Mr. Weekley owned three hundred twenty-nine acres (329) and two buildings with a value of ninety-nine thousand dollars (\$99,000.00). No further action or filings were presented in this probate record between March 23, 1983 when the proof of estate notice was filed, and May 24, 2006 when a Petition for Appointment of Substitute/Replacement Personal Representative in this estate was filed by James M. Herring, attorney for Betty Weekley Denney.

Lucas Carroll Weekley was the only living Personal Representative of the three who were initially appointed, at the time of the filing of the Petition for Substitute/Replacement Personal Representative filed by Betty W. Denney. Mr. Lucas Carroll Weekley submitted his resignation as Personal Representative into the estate record on July 14, 2006. He further stated he agreed his sister, Betty Weekley Denny should be appointed as Successor Personal Representative. A hearing was ordered on this petition, notices were provided to all interested parties of the estate. In the petition for appointment of substitute/replacement personal representative in item six seven and eight, Mrs. Denney informed the court and all interested parties of her beliefs, concerns, and intent in concluding the Estate of Willie G. Weekley. With no objection to the appointment of Betty Denney, she was court appointed the Successor Personal Representative and Letters of Appointment were issued on July 21, 2006. Rita Crocker of Crocker Abstracting was retained by Mrs. Denney in August of 2006. The requested abstracting work of Mrs. Crocker was to include any and all available Hampton County Tax Property Records (real or personal)

- (a) For the last three (3) year prior to Mr. Willie G. Weekley's death on November 6, 1977,
- (b) For calendar year 1977
- (c) From 1978-1983 Inclusive, and
- (d) From 1984 Forward

Mrs. Crocker was further asked to begin her report with real property acquisition of approximately 330 acres or The Old Salkehatchie Road in Hampton County in 1937 or 1938, this property was inherited from his Father, J. J. Weekley. The specific items of information to include Mortgages and Deeds from 1938 to current date either by Mr. Weekley or by his estate was requested to be provided in the report.

Mr. Herring reported to this Court in September 2007 on behalf of Mrs. Denney, the investigation of property provided by Mrs. Crocker, necessary for Mrs. Denney to prepare and file an inventory for this estate, concluded there were no records to provide personal property assets. Mr. Herring also concluded from the report of Mrs. Crocker the following:

A-Many real estate transfers were accomplished without any compliance with required probate court procedures;

B-Terms of the Will have been disregarded as to initial distributions;

C-Subsequent (after "initial distributions") transactions have been accomplished without regard for the "First Refusal proviso" of the Will; and

D-We see that one set of informal transactions (involving transfers to Doris Zahler and/or Mixon Zahler) have been with the express consent of all family members which likely puts the "Zahler" conveyances in a separate status.

The report of Crocker Abstracting was made a part of the probate record. Mr. Herring concluded his letter to the court stating the family and/or counsel had informally been informed of this information and an action before Probate Court would be forthcoming to cure and correct the overlapping deficiencies. On November 14, 2007 Mr. Herring, Attorney for Plaintiff filed Summons and Complaint.

In August of 2009, this Court received the mediation results report of Thomas J. Wills, in which, Mr. Wills reported mediation was productive and was possible further discussion over settlement options could lead to agreement. No further mediation was held, instead this estate record contains the following motions and documents of record in chronologic order of filing;

1-Plaintiff's Motion for Summary Judgment filed September 30, 2009

2-Notice of Motion and Motion To Compel Responses to Defendant's First Set of Interrogatories and Requests for Production filed October 9, 2009

3-Letter from Margaret Weekley Shinar filed April 12, 2010

4-Notice of Hearing and The Plaintiff's Memorandum in Support of Her Motion for Summary Judgment filed September 29, 2010

5-Memorandum in Opposition to Plaintiff's Motion for Summary Judgment filed October 14, 2010

CONCLUSIONS OF LAW

It is the duty of this Court to first strive to discover and give effect to the testators intent. This Court has gone back to the testators will to determine his intent. This Court does not find the testator gave the ability to the representatives of his estate to sell the property of his estate without court approval. The testator gave his property in thirty three (33) shares of ten (10) acres each. In section IV of his will he stated the number of shares for his by name in the amount of shares he wanted him or her to have. In item V, the testator gave to each child four (4) shares equally of the (40) acres. He gave the exact location of where this property was to boarder. The shares in section V, specifically located immediately East and West of Salkehatchie Road at the Northern extremity of his land to include his home and home site. He further stated no part of the 40 acres could be sold or divided without unanimous agreement of all surviving heirs and the vote of each devisee to be in proportion to their share. This specification indicates to this Court in determining the testators intent, that the 40 acres is the only acreage the testator did not intend to be divided or sold unless agreed upon unanimously. Item V of the testators will, specifically sentence number five, the testator states "In this instance, each vote shall be by surviving heirs rather than be shares owned" yet again supporting the intent of the testator this is in regards to the forty (40) acres only not being divided or sold without unanimous agreement of all surviving children of the testator because the 269.5 acres were in direct shares by name.

Jasper Josiah Weekley's portion is the only portion specifically located by the testator and that being in the "Pine Thicket" from the Salkehatchie Road joining the property of J. F. Weekley and going back to the swamp. Further to support the testators intent regarding the forty (40) acres, the testator states that if the (40) acres has not been disposed of by unanimous agreement of all surviving heirs prior to the death of his last surviving child, then the (40) acres to be divided equally among all of the testators surviving grandchildren or sold at auction to the highest bidder, etc. The surviving children of the testator at this time, if can unanimously agree on the division of the (40) acres among themselves may make the division for themselves and the grandchildren of the testator who shall take their decedents parents part. The deeds of distribution shall be executed by the Personal Representative for the perspective division.

The remaining 269.5 acres of property (excluding Jaspers 25.5 acres, and excluding the remaining thirty-five (35) acres along Salkehatchie road), if not agreed upon and divided within two years of the testators' death, the 269.5 acres could then be divided or sold among each other. The intent of the testator in regards to management of the property (excluding the forty (40) forty acres) is to be made by the devisees in proportion to their shares. All profits and losses from the 269.5 acres to likewise be proportionately divided.

Having first derived at the testators intent with regards to the distribution of his real estate and second having reviewed the memorandum and motions of both the Plaintiff and Defendant this Court finds the following;

- 1-Summary Judgment can only be rendered in part. Specifically to the portion of the Complaint filed by the Plaintiff regarding division, mortgage or transfer of real property being any part of the 40 acres (of which the testator specifically instructed the

manner to which it was to be divided or sold), divided, mortgaged or transferred without unanimous agreement of the heirs. This Court finds all of the interfamily deeds made except that of conveyance made to Mixon S. Zahler, Jr., are improper in that each transaction the Grantors conveyed all of their right title and interest in and to 329 acres +/-, which would include their interest in the 40 acres that couldn't be disposed of individually.

2-Conveyances of interest/mortgages in the remaining 269.5 acres from each individual this Court finds to be excluded from the intent of the testator and therefore excluded as a matter of the Summary Judgment Ruling. The transactions made in regards to the 269.5 acres were done first, well after two years from the death of the testator. Second, the conveyances were made in accordance with division surveys that all the heirs were knowledgeable of with no offer to join in the purchases, no apparent objection or complaint for a period of five year. Proposed division surveys were initiated between 2000-2003 with no objections, complaints, questions or offer to join in the purchases being raised regarding the division interest at that time nor at the time of the signing of the first farming lease in 2002. Every year an accounting was provided to all heirs of the prospective farming income division and again no question, argument, offer or dispute was raised regarding the transfers whereby it would appear all parties were in agreement with their location of division and the conveyances he or she may have made to other heirs of this estate. No action or dispute to the contrary was made until the complaint was filed by the Plaintiff in 2007.

It is therefore,

ORDERED, ADJUDGED, AND DECREED

Mr. Willie G. Weekley stated specifically in his will in item V, that no part of 40 acres he devised and bequeathed in section V, was to be sold or divided without unanimous agreement of all surviving heirs. This Court finds a matter of law that would warrant the ruling of Summary Judgment only in part to this matter which is as follows;

The matter of Law to which this Court upholds the Plaintiff's petition in part for Summary Judgment is Limehouse v. Limehouse, 256 S. C. 255, 257, 182 S. E. 2d 58, 59 (1971). "The first resort is always to the language of the will itself." Id. Courts, furthermore, can neither "redraft the will nor...doctor a crucial part." In Construing the language of a will, courts must give words their ordinary, plain Meaning unless it is clear that the testator intended a different sense or unless such Meaning would lead to an inconsistency with the testator's declared intention. Buist v. Walton, 104 S. C. 95, 88 S. C. 95, 88 S. E. 357 (1916).

This Court in an attempt to hear the Rule to Show Cause, felt the parties attorneys would attempt to try previous motions/petition matters rather than the purpose of the Rule to Show Cause and therefore only ruled the personal representative be allowed to enter into a new lease contract and the proceeds of the lease be deposited into an estate account until the conclusion of previous pending matters of this estate. Further, there have been several motions and petitions to which this Court admits has been unable to timely hear in this matter. The Motion to Remove this action to Circuit Court is therefore incorporated into this final Order of this Probate Court.

The matters pending at hand are as follows;

1-Petition for Removal of Personal Representative

2-Motion to Consolidate Petition-10-

3-Petition to Set Aside Deed of Distribution

4-Pending Final Order in the Rule to Show Cause, Motion to for Temporary
And Permanent Injunction and Allowing the Personal Representative
To Enter into a New Lease of the Estate's Property

In consideration of the complexity of the matters of this estate, the inability of this Court to devote the expeditious scheduling and rulings expected and to a large degree required of this Court, this Court does also grant the Motion for Removal of this Case to Circuit Court

AND IT IS SO ORDERED.

Honorable Sheila B. Odom
Judge of Probate Court
Hampton County, South Carolina

August 29, 2013

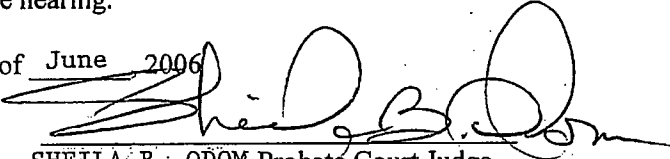
ORDER FOR HEARING

IT IS HEREBY ORDERED that a hearing on the matter be set for:

DATE: July 14, 2006
TIME: 11:00 O'clock A. M.
PLACE: Hampton County Council Chambers (201 W. Jackson Ave. Hampton SC 29924)

Pursuant to Section 62-1-401, the petitioner is ordered to give notice of this hearing to all interested persons at least twenty (20) days prior to the hearing.

Executed this 19th day of June 2006

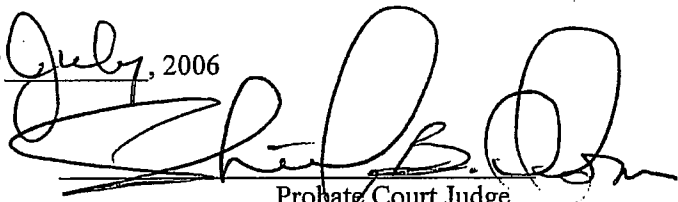

SHEILA B. ODOM, Probate Court Judge

ORDER OF APPOINTMENT

IT IS HEREBY ORDERED that the above application/petition for successor Personal Representative(s) be

☒ GRANTED ☐ DENIED

Executed this 19th day of July, 2006


, Probate Court Judge

QUALIFICATION AND STATEMENT OF ACCEPTANCE

I accept this appointment and agree to perform the duties and discharge the trust of the office of Personal Representative of this estate.

Signature: _____

Name: _____

Address: _____

Telephone (O): _____

(H): _____

Attorney: _____

Address: _____

Telephone: _____

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM HAMPTON COUNTY
Court of Common Pleas

The Honorable Carmen T. Mullen
Presiding Judge

Case No. 2013-CP-25-00295

RECEIVED
DEC 18 2018
SC Court of Appeals

Estate of Willie G. Weekley, Deceased, by its Personal
Representative, Betty W. Denny Appellant,

v.

L.C. Weekley, Laura Weekley Segel, Individually and as
Personal Representative of the Estate of William James Weekely,
Deceased, Peter Saad as Personal Representative of Mary Elizabeth
Weekley Saad, Deceased, and as Trustee of the Mary Elizabeth
Saad Trust,

Of whom

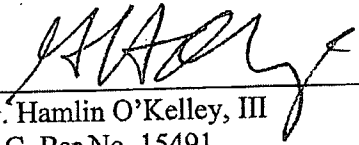
Laura Weekley Segel, Individually and as Personal
Representative of the Estate of William James Weekley,
Deceased, is the Respondent.

AMENDED NOTICE OF APPEAL

The Estate of Willie G. Weekley, Deceased, by its Personal Representative, Betty
W. Denny, appeals the Orders of the Honorable Carmen T. Mullen, copies of which are
attached hereto, dated November 5, 2018, and December 4, 2018.

The Appellant received a copy of the Order denying the Motion to Reconsider on December 4, 2018.

Mt. Pleasant, South Carolina
December 17, 2018



G. Hamlin O'Kelley, III
S.C. Bar No. 15491
Buist, Byars & Taylor, LLC
652 Coleman Blvd., Suite 200
Mt. Pleasant, SC 29464
(843) 856-4488

Attorney for the Appellant the Estate of
Willie G. Weekley, Deceased, by its Personal
Representative, Betty W. Denny

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

RECEIVED

DEC 18 2018

SC Court of Appeals

APPEAL FROM HAMPTON COUNTY
Court of Common Pleas

The Honorable Carmen T. Mullen
Presiding Judge

Case No. 2013-CP-25-00295

Estate of Willie G. Weekley, Deceased, by its Personal
Representative, Betty W. Denny Appellant,

v.

L.C. Weekley, Laura Weekley Segal, Individually and as
Personal Representative of the Estate of William James Weekley,
Deceased, Peter Saad as Personal Representative of Mary Elizabeth
Weekley Saad, Deceased, and as Trustee of the Mary Elizabeth
Saad Trust,

Of whom

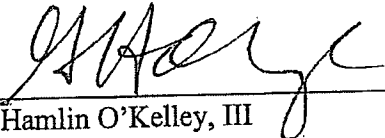
Laura Weekley Segal, Individually and as Personal
Representative of the Estate of William James Weekley,
Deceased, is the Respondent.

PROOF OF SERVICE

I certify that I have served the Appellant's Notice of Appeal by depositing a copy of same in the U.S. Mail, postage prepaid, on December 17, 2018, addressed to the attorneys of record as follows: Kelly M. Jolley, Esq., 90 Main St., Suite C, Hilton Head, SC 29926, Carol C. Ruff, Esq., 17 Professional Village Circle, and Harley D. Ruff, Esq., 17 Professional Village Circle, Beaufort, SC 29907.

The Appellant received a copy of the Order denying the Motion to Reconsider on December 4, 2018.

Mt. Pleasant, South Carolina
December 17, 2018


G. Hamlin O'Kelley, III
S.C. Bar No. 15491
Buist, Byars & Taylor, LLC
652 Coleman Blvd., Suite 200
Mt. Pleasant, SC 29464
(843) 856-4488

Attorneys for the Appellant the Estate of
Willie G. Weekley, Deceased, by its Personal
Representative, Betty W. Denny

STATE OF SOUTH CAROLINA
COUNTY OF HAMPTON
IN THE COURT OF COMMON PLEAS

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2013-CP-25-00295

ESTATE OF WILLIE G. WEEKLEY,
DECEASED, BY ITS PERSONAL
REPRESENTATIVE, BETTY W.
DENNEY

L.C. WEEKLEY, LAURA WEEKLEY
SEGEL, INDIVIDUALLY AND AS
PERSONAL REPRESENTATIVE OF
THE ESTATE OF WILLIAM JAMES
WEEKLEY, DECEASED, PETER
SAAD AS PERSONAL
REPRESENTATIVE OF
MARY ELIZABETH WEEKLEY
SAAD,
DECEASED AND AS TRUSTEE OF
THE
MARY ELIZABETH SAAD TRUST

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Julia A. Bradshaw

Attorney for : ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ ACTION DISMISSED (CHECK REASON): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ ACTION STRICKEN (CHECK REASON): ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ STAYED DUE TO BANKRUPTCY
- ☐ DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☐ Statement of Judgment by the Court:

Plaintiff's Motion to Reconsider is respectfully denied without a hearing.

ORDER INFORMATION

This order ☐ ends ☐ does not end the case.
Additional Information for the Clerk :

INFORMATION FOR THE JUDGMENT INDEX		
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.		
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$

		\$
		\$
If applicable, describe the property, including tax map information and address, referenced in the order:		

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.
E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Circuit Court Judge

Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Fileers or who are appearing pro se. See Rule 77(d), SCRCP.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

RECEIVED
DEC 18 2018
SC Court of Appeals



Hampton Common Pleas

Case Caption: Estate Of Willie Weekley VS L C Weekley , defendant, et al
Case Number: 2013CP2500295
Type: Order/Form 4

So Ordered

s/Carmen T Mullen 2142

Electronically signed on 2018-12-03 12:33:28 page 3 of 3

STATE OF SOUTH CAROLINA

COUNTY OF HAMPTON

ESTATE OF WILLIE G. WEEKLEY,
DECEASED, BY ITS PERSONAL
REPRESENTATIVE, BETTY W.
DENNEY,

Plaintiff,

v.

L.C. WEEKLEY, LAURA WEEKLEY
SEGEL, INDIVIDUALLY AND AS
PERSONAL REPRESENTATIVE OF THE
ESTATE OF WILLIAM JAMES
WEEKLEY, DECEASED, PETER SAAD AS
PERSONAL REPRESENTATIVE OF
MARY ELIZABETH WEEKLEY SAAD,
DECEASED AND AS TRUSTEE OF THE
MARY ELIZABETH SAAD TRUST,

Defendants.

) IN THE COURT OF COMMON PLEAS
) FOURTEENTH JUDICIAL CIRCUIT

) CASE NO: 2013-CP-25-00295

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DEC 18 2018

SC Court of Appeals

) ORDER GRANTING SUMMARY
) JUDGMENT TO DEFENDANT LAURA
) WEEKLEY SEGEL

THIS MATTER CAME BEFORE ME on October 15, 2018, for a hearing on the Motion for Summary Judgment of Defendant Laura Weekley Segel, individually and as personal representative of the Estate of William James Weekley (hereinafter "Segel")¹. Present at the hearing were Kelly M. Jolley, Esquire, attorney for Segel; Carol Clayton Ruff, Personal Representative of the Estate of Willie G. Weekley (hereinafter the "Estate"); and Harley Ruff, counsel to Ms. Ruff as Personal Representative to the Estate. Although Hamlin O'Kelley, counsel to Mrs. Denney both as Personal Representative of the Estate and individually, as well as counsel

¹ Betty Weekley Denney, Jane Denney Toles, William David Shinar, Elizabeth Ann Shinar, John Alexander Shinar, James Robert Shinar, Kathy Chakides Gaffos, John Chakides, Phillip Chakides, Danny Chakides, Mixon Zahler, Lisa Weekley Keller, and Lynn Weekley also submitted a Motion to Intervene prior to the hearing. That motion was also heard on October 15, 2018 and denied in a Form 4 Order based upon mootness.

to the various family members seeking to intervene in this matter, did not represent any current parties to this action, he was provided a chance to argue against the motion for summary judgment.

For the reasons stated herein, Segel's Motion for Summary Judgment is granted.

This matter originally came before the Circuit Court upon removal from the Probate Court in or around 2012. This case was initiated in 2006 by Betty Weekley Denney (hereinafter "Denney"), in her capacity as Personal Representative of the Estate. Willie G. Weekley (hereinafter "Weekley") died in 1977, and his Estate has been open since 1983. Weekley devised "shares" in approximately 300 acres of land to his children—William J. Weekley, Doris Weekley Zahler, Lucas Carroll ("L.C.") Weekley, Jasper Josiah Weekley, Margaret Weekley Shinar, Elizabeth Weekley Saad, Ruth Weekley Chakides, and Betty Weekley Denney (collectively, the "Property Owners"). This dispute centers on a right of first refusal provision contained in Weekley's Will. The right of first refusal is provided in Section VII of the Will as follows:

I hereby direct that any time after Two (2) years of my death, that the devisees agree on the location of their portion, that the property can be divided. **I further direct that any time one of the devisees desires to sell his portion of the property, that he first offer it to the remaining devisees.** Should they not be able to agree on a price for the property to be sold, then the seller would choose one appraiser and the remaining devisees another appraiser and the third appraiser [sic] would be the Bank of Hampton, South Carolina. The average of the three appraisals would be the selling price. The devisees purchasing the property would contribute to the purchase price according to the proportions they received in Paragraph IV, and the portion so purchased would likewise be divided.

(Will, Section VII)(emphasis added).

Denney's action sought to set aside certain transactions between the Property Owners and to return those parcels of real property to the Estate for redistribution. Denney's Complaint alleges that those certain real property transactions violated the terms of Weekley's Will because all Property Owners did not receive the notice or right of first refusal required under the Will. By order of this Court on January 17, 2017, Denney was subsequently removed as Personal

Representative of the Estate pursuant to S.C. Code Section 62-3-611 *et seq.*, and Ms. Ruff was named successor Personal Representative of the Estate. Since Denney brought this action solely in her capacity as Personal Representative for the Estate, she is no longer a party to this action although her name is still in the caption.

Segel argued that summary judgment should be granted because all disputed transactions were completed and duly recorded between 1997 and 2000 and that this action, which was filed on June 14, 2006 violates the statute of limitations and should be barred by the doctrines of laches and estoppel. Segel presented evidence at the hearing that each Property Owner had notice of the transactions that are disputed in this action as a matter of law because the transactions were filed with the register of deeds of Hampton County, South Carolina, each received further notice from accountings, annual distribution summaries, and a deed to Mixon Zahler, Jr. signed by the then current Property Owners and filed in 2000, and from Weekley family meetings held regarding the tomato leases and division of the property.

Segel argued that the disputed transactions are valid and cannot be overturned because transfers by recorded deeds are presumed legally valid by operation of law, the Personal Representative of the Estate does not dispute the transactions, and no party has produced evidence or argument in favor of finding the recorded deeds invalid. Segel also argued that the Property Owners are barred from bringing this action because (1) the statute of limitations has now expired against any action to recover an interest in real property pursuant to South Carolina Code Section 15-3-340; (2) the equitable doctrine of laches bars this claim, as the disputed transactions were completed between 1997 and 2000, all parties had notice of the transactions, and this action was not filed until July 14, 2006; and (3) the doctrine of estoppel prohibits the remedy sought in the complaint because the Property Owners had notice of the disputed transactions, acquiesced in the transfers for many years, took no action or raised no issue with the transfers until 2006, and Segel and her father relied upon their conduct in their decisions to expend substantial sums of money on the property at issue. Finally, Segel argued that the right of first refusal provision contained

in the Will itself is invalid under South Carolina law because it does not contain a time limit for its enforceability.

Ms. Ruff, as Personal Representative of the Estate, agreed at the hearing that the right of first refusal provision was invalid under South Carolina law and that the Estate does not dispute the transactions at issue in the Complaint in this matter. Provided an opportunity to argue against the motion, Mr. O'Kelley argued that two affidavits submitted prior to the hearing created a question of fact regarding whether the Property Owners had notice of the transactions.

Summary judgment "shall be rendered" when "there is no genuine issue as to any material fact and . . . the moving party is entitled to judgment as a matter of law." Rule 56(c), SCRCF; *see, also Fleming v. Rose*, 350 S.C. 488, 494, 567 S.E.2d 857, 860 (2002). Under South Carolina law, where "plain, palpable and indisputable facts exist on which reasonable minds cannot differ," summary judgment in favor of the moving party is proper. *Williams v. Chesterfield Lumber Co.*, 267 S.C. 607, 610, 230 S.E.2d 447, 448 (1976).

After considering the arguments at the hearing and the evidence in the record, this Court finds that the right of first refusal purportedly contained in the Will is invalid as an unreasonable restraint on alienation of the property of the Estate and that the statute of limitations bars any further claimants' dispute of the transactions raised in the Complaint in this action. In construing a will, the court should strive to determine and give effect to the testator's intent. *May v. Riley*, 279 S.C. 248, 305 S.E.2d 77 (1983); *In re Estate of Fabian*, 326 S.C. 349, 483 S.E.2d 474 (Ct. App. 1997). However, pre-emptive rights, such as rights of first refusal, are subject to the rule against restraint of alienation of interest in land. *Page v. Page*, No. 2004-UP-110, (Ct. App. Feb. 24, 2004) (citing 61 Am. Jur. 2d Perpetuities and Restraints on Alienation § 110 (2002)). When the length of time the right of first refusal remains open cannot be established, the restraint on

alienation is unreasonable, and the restraint is therefore violative of public policy of this state and has no force and effect. *Page v. Page*, No. 2004-UP-110, (Ct. App. Feb. 24, 2004); *McCravey v. Otts*, 90 S.C. 447, 452, 74 S.E. 142 (1912); *Wise v. Poston*, 281 S.C. 574, 579, 316 S.E.2d 412, 415 (Ct. App. 1984). As the right of first refusal provision contained in Weekley's Will lacks any time constraint for its enforcement, I find that the provision is invalid.

Additionally, since Denney is no longer the Estate's Personal Representative and no interested party intervened in this matter before the expiration of the statute of limitations for any action by an individual for recovery of the real property transfers at issue in this litigation, I find that the expiration of the statute of limitations precludes recovery from any party.²

For these reasons, Segel's Motion for Summary Judgment is granted, and

IT IS SO ORDERED.

Carmen T. Mullen
Circuit Judge for the Fourteenth Circuit

October ____, 2018
Beaufort, South Carolina

² Having decided this matter based on the invalidity of the right of first refusal and the expiration of the statute of limitations, I decline to address Segel's additional arguments.

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DEC 18 2018
SC Court of Appeals



Hampton Common Pleas

Case Caption: Estate Of Willie Weekley VS L C Weekley , defendant, et al
Case Number: 2013CP2500295
Type: Order/Summary Judgment

So Ordered

s/Carmen T Mullen 2142

Electronically signed on 2018-11-05 13:43:57 page 6 of 6

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM THE COURT OF COMMON PLEAS

The Honorable Carmen T. Mullen
Presiding Judge

Case No. 2013-CP-25-00295

RECEIVED

DEC 10 2018

SC Court of Appeals

Estate of Willie G. Weekley, Deceased, by its Personal
Representative, Betty W. Denny, and Betty Weekley Denny,
Jane Denney Toles, William David Shinar, Elizabeth Ann Shinar,
John Alexander Shinar, James Robert Shinar,
Kathy Chakides Gaffos, John Chakides, Phillip Chakides,
Mixon Zahler, Lisa Weekley Keller and Lynn Weekley, ...Appellants,

v.

L.C. Weekley, Laura Weekley Segal, Individually and as
Personal Representative of the Estate of William James Weekely,
Deceased, Peter Saad as Personal Representative of Mary Elizabeth
Weekley Saad, Deceased, and as Trustee of the Mary Elizabeth
Saad Trust,

of whom Laura Weekley Segal is the Respondent.

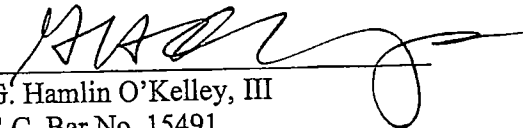
NOTICE OF APPEAL

The Estate of Willie G. Weekley, Deceased, by its Personal Representative, Betty
W. Denny, and Betty Weekley Denny, Jane Denney Toles, William David Shinar, Elizabeth
Ann Shinar, John Alexander Shinar, James Robert Shinar, Kathy Chakides Gaffos, John
Chakides, Phillip Chakides, Mixon Zahler, Lisa Weekley Keller and Lynn Weekley,
appeal the Orders the Honorable Carmen T. Mullen, copies of which are attached hereto,
dated November 5, 2018, and December 4, 2018.

The Appellant received a copy of the Order denying the Motion to Reconsider on December 4, 2018.

Mt. Pleasant, South Carolina

Dec. 6, 2018


G. Hamlin O'Kelley, III
S.C. Bar No. 15491
Buist, Byars & Taylor, LLC
652 Coleman Blvd., Suite 200
Mt. Pleasant, SC 29464
(843) 856-4488

Attorneys for the Appellants the Estate of
Willie G. Weekley, Deceased, by its Personal
Representative, Betty W. Denny, and Betty
Weekley Denny, Jane Denney Toles,
William David Shinar, Elizabeth Ann Shinar,
John Alexander Shinar, James Robert Shinar,
Kathy Chakides Gaffos, John Chakides,
Phillip Chakides, Mixon Zahler, Lisa
Weekley Keller, and Lynn Weekley

STATE OF SOUTH CAROLINA
COUNTY OF HAMPTON
IN THE COURT OF COMMON PLEAS

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2013-CP-25-00295

ESTATE OF WILLIE G. WEEKLEY,
DECEASED, BY ITS PERSONAL
REPRESENTATIVE, BETTY W.
DENNEY

L.C. WEEKLEY, LAURA WEEKLEY
SEGEL, INDIVIDUALLY AND AS
PERSONAL REPRESENTATIVE OF
THE ESTATE OF WILLIAM JAMES
WEEKLEY, DECEASED, PETER
SAAD AS PERSONAL
REPRESENTATIVE OF
MARY ELIZABETH WEEKLEY
SAAD,
DECEASED AND AS TRUSTEE OF
THE
MARY ELIZABETH SAAD TRUST

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Julla A. Bradshaw

Attorney for : ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☐ Statement of Judgment by the Court:

Plaintiff's Motion to Reconsider is respectfully denied without a hearing.

ORDER INFORMATION

This order ☐ ends ☐ does not end the case.
Additional Information for the Clerk :

DEC 10 2018

SC Court of Appeals

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$

		\$
		\$
If applicable, describe the property, including tax map information and address, referenced in the order:		

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**
E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Circuit Court Judge

Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

 ATTORNEY(S) FOR THE PLAINTIFF(S)

 ATTORNEY(S) FOR THE DEFENDANT(S)

 CLERK OF COURT

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Fileers or who are appearing pro se. See Rule 77(d), SCRCP.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.



Hampton Common Pleas

Case Caption: Estate Of Willie Weekley VS L C Weekley , defendant, et al
Case Number: 2013CP2500295
Type: Order/Form 4

So Ordered

s/Carmen T Mullen 2142

Electronically signed on 2018-12-03 12:33:28 page 3 of 3

STATE OF SOUTH CAROLINA

COUNTY OF HAMPTON

ESTATE OF WILLIE G. WEEKLEY,
DECEASED, BY ITS PERSONAL
REPRESENTATIVE, BETTY W.
DENNEY,

Plaintiff,

v.

L.C. WEEKLEY, LAURA WEEKLEY
SEGEL, INDIVIDUALLY AND AS
PERSONAL REPRESENTATIVE OF THE
ESTATE OF WILLIAM JAMES
WEEKLEY, DECEASED, PETER SAAD AS
PERSONAL REPRESENTATIVE OF
MARY ELIZABETH WEEKLEY SAAD,
DECEASED AND AS TRUSTEE OF THE
MARY ELIZABETH SAAD TRUST,

Defendants.

) IN THE COURT OF COMMON PLEAS
) FOURTEENTH JUDICIAL CIRCUIT

) CASE NO: 2013-CP-25-00295

) ORDER GRANTING SUMMARY
) JUDGMENT TO DEFENDANT LAURA
) WEEKLEY SEGEL

RECEIVED

DEC 10 2018

SC Court of Appeals

THIS MATTER CAME BEFORE ME on October 15, 2018, for a hearing on the Motion for Summary Judgment of Defendant Laura Weekley Segel, individually and as personal representative of the Estate of William James Weekley (hereinafter "Segel")¹. Present at the hearing were Kelly M. Jolley, Esquire, attorney for Segel; Carol Clayton Ruff, Personal Representative of the Estate of Willie G. Weekley (hereinafter the "Estate"); and Harley Ruff, counsel to Ms. Ruff as Personal Representative to the Estate. Although Hamlin O'Kelley, counsel to Mrs. Denney both as Personal Representative of the Estate and individually, as well as counsel

¹ Betty Weekley Denney, Jane Denney Toles, William David Shinar, Elizabeth Ann Shinar, John Alexander Shinar, James Robert Shinar, Kathy Chakides Gaffos, John Chakides, Phillip Chakides, Danny Chakides, Mixon Zahler, Lisa Weekley Keller, and Lynn Weekley also submitted a Motion to Intervene prior to the hearing. That motion was also heard on October 15, 2018 and denied in a Form 4 Order based upon mootness.

to the various family members seeking to intervene in this matter, did not represent any current parties to this action, he was provided a chance to argue against the motion for summary judgment.

For the reasons stated herein, Segel's Motion for Summary Judgment is granted.

This matter originally came before the Circuit Court upon removal from the Probate Court in or around 2012. This case was initiated in 2006 by Betty Weekley Denney (hereinafter "Denney"), in her capacity as Personal Representative of the Estate. Willie G. Weekley (hereinafter "Weekley") died in 1977, and his Estate has been open since 1983. Weekley devised "shares" in approximately 300 acres of land to his children—William J. Weekley, Doris Weekley Zahler, Lucas Carroll ("L.C.") Weekley, Jasper Josiah Weekley, Margaret Weekley Shinar, Elizabeth Weekley Saad, Ruth Weekley Chakides, and Betty Weekley Denney (collectively, the "Property Owners"). This dispute centers on a right of first refusal provision contained in Weekley's Will.

The right of first refusal is provided in Section VII of the Will as follows:

I hereby direct that any time after Two (2) years of my death, that the devisees agree on the location of their portion, that the property can be divided. **I further direct that any time one of the devisees desires to sell his portion of the property, that he first offer it to the remaining devisees.** Should they not be able to agree on a price for the property to be sold, then the seller would choose one appraiser and the remaining devisees another appraiser and the third appraiser [sic] would be the Bank of Hampton, South Carolina. The average of the three appraisals would be the selling price. The devisees purchasing the property would contribute to the purchase price according to the proportions they received in Paragraph IV, and the portion so purchased would likewise be divided.

(Will, Section VII)(emphasis added).

Denney's action sought to set aside certain transactions between the Property Owners and to return those parcels of real property to the Estate for redistribution. Denney's Complaint alleges that those certain real property transactions violated the terms of Weekley's Will because all Property Owners did not receive the notice or right of first refusal required under the Will. By order of this Court on January 17, 2017, Denney was subsequently removed as Personal

Representative of the Estate pursuant to S.C. Code Section 62-3-611 *et seq.*, and Ms. Ruff was named successor Personal Representative of the Estate. Since Denney brought this action solely in her capacity as Personal Representative for the Estate, she is no longer a party to this action although her name is still in the caption.

Segel argued that summary judgment should be granted because all disputed transactions were completed and duly recorded between 1997 and 2000 and that this action, which was filed on June 14, 2006 violates the statute of limitations and should be barred by the doctrines of laches and estoppel. Segel presented evidence at the hearing that each Property Owner had notice of the transactions that are disputed in this action as a matter of law because the transactions were filed with the register of deeds of Hampton County, South Carolina, each received further notice from accountings, annual distribution summaries, and a deed to Mixon Zahler, Jr. signed by the then current Property Owners and filed in 2000, and from Weekley family meetings held regarding the tomato leases and division of the property.

Segel argued that the disputed transactions are valid and cannot be overturned because transfers by recorded deeds are presumed legally valid by operation of law, the Personal Representative of the Estate does not dispute the transactions, and no party has produced evidence or argument in favor of finding the recorded deeds invalid. Segel also argued that the Property Owners are barred from bringing this action because (1) the statute of limitations has now expired against any action to recover an interest in real property pursuant to South Carolina Code Section 15-3-340; (2) the equitable doctrine of laches bars this claim, as the disputed transactions were completed between 1997 and 2000, all parties had notice of the transactions, and this action was not filed until July 14, 2006; and (3) the doctrine of estoppel prohibits the remedy sought in the complaint because the Property Owners had notice of the disputed transactions, acquiesced in the transfers for many years, took no action or raised no issue with the transfers until 2006, and Segel and her father relied upon their conduct in their decisions to expend substantial sums of money on the property at issue. Finally, Segel argued that the right of first refusal provision contained

in the Will itself is invalid under South Carolina law because it does not contain a time limit for its enforceability.

Ms. Ruff, as Personal Representative of the Estate, agreed at the hearing that the right of first refusal provision was invalid under South Carolina law and that the Estate does not dispute the transactions at issue in the Complaint in this matter. Provided an opportunity to argue against the motion, Mr. O'Kelley argued that two affidavits submitted prior to the hearing created a question of fact regarding whether the Property Owners had notice of the transactions.

Summary judgment "shall be rendered" when "there is no genuine issue as to any material fact and . . . the moving party is entitled to judgment as a matter of law." Rule 56(c), SCRCP; *see, also Fleming v. Rose*, 350 S.C. 488, 494, 567 S.E.2d 857, 860 (2002). Under South Carolina law, where "plain, palpable and indisputable facts exist on which reasonable minds cannot differ," summary judgment in favor of the moving party is proper. *Williams v. Chesterfield Lumber Co.*, 267 S.C. 607, 610, 230 S.E.2d 447, 448 (1976).

After considering the arguments at the hearing and the evidence in the record, this Court finds that the right of first refusal purportedly contained in the Will is invalid as an unreasonable restraint on alienation of the property of the Estate and that the statute of limitations bars any further claimants' dispute of the transactions raised in the Complaint in this action. In construing a will, the court should strive to determine and give effect to the testator's intent. *May v. Riley*, 279 S.C. 248, 305 S.E.2d 77 (1983); *In re Estate of Fabian*, 326 S.C. 349, 483 S.E.2d 474 (Ct. App. 1997). However, pre-emptive rights, such as rights of first refusal, are subject to the rule against restraint of alienation of interest in land. *Page v. Page*, No. 2004-UP-110, (Ct. App. Feb. 24, 2004) (citing 61 Am. Jur. 2d Perpetuities and Restraints on Alienation § 110 (2002)). When the length of time the right of first refusal remains open cannot be established, the restraint on

alienation is unreasonable, and the restraint is therefore violative of public policy of this state and has no force and effect. *Page v. Page*, No. 2004-UP-110, (Ct. App. Feb. 24, 2004); *McCravey v. Otts*, 90 S.C. 447, 452, 74 S.E. 142 (1912); *Wise v. Poston*, 281 S.C. 574, 579, 316 S.E.2d 412, 415 (Ct. App. 1984). As the right of first refusal provision contained in Weekley's Will lacks any time constraint for its enforcement, I find that the provision is invalid.

Additionally, since Denney is no longer the Estate's Personal Representative and no interested party intervened in this matter before the expiration of the statute of limitations for any action by an individual for recovery of the real property transfers at issue in this litigation, I find that the expiration of the statute of limitations precludes recovery from any party.²

For these reasons, Segel's Motion for Summary Judgment is granted, and

IT IS SO ORDERED.

Carmen T. Mullen
Circuit Judge for the Fourteenth Circuit

October ____, 2018
Beaufort, South Carolina

² Having decided this matter based on the invalidity of the right of first refusal and the expiration of the statute of limitations, I decline to address Segel's additional arguments.



Hampton Common Pleas

Case Caption: Estate Of Willie Weekley VS L C Weekley , defendant, et al
Case Number: 2013CP2500295
Type: Order/Summary Judgment

So Ordered

s/Carmen T Mullen 2142

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THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM THE COURT OF COMMON PLEAS

The Honorable Carmen T. Mullen
Presiding Judge

Case No. 2013-CP-25-00295

RECEIVED

DEC 10 2018

SC Court of Appeals

Estate of Willie G. Weekley, Deceased, by its Personal
Representative, Betty W. Denny, and Betty Weekley Denny,
Jane Denney Toles, William David Shinar, Elizabeth Ann Shinar,
John Alexander Shinar, James Robert Shinar,
Kathy Chakides Gaffos, John Chakides, Phillip Chakides,
Mixon Zahler, Lisa Weekley Keller and Lynn Weekley, ...Appellants,

v.

L.C. Weekley, Laura Weekley Segal, Individually and as
Personal Representative of the Estate of William James Weekely,
Deceased, Peter Saad as Personal Representative of Mary Elizabeth
Weekley Saad, Deceased, and as Trustee of the Mary Elizabeth
Saad Trust,

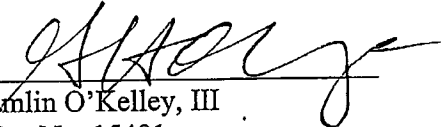
of whom Laura Weekley Segal is the Respondent.

PROOF OF SERVICE

I certify that I have served the Appellant's Notice of Appeal by depositing a copy
of same in the U.S. Mail, postage prepaid, on December 6, 2018, addressed to the attorneys
of record as follows: Kelly M. Jolley, Esq., 90 Main St., Suite C, Hilton Head, SC 29926,
Carol C. Ruff, Esq., 17 Professional Village Circle, and Harley D. Ruff, Esq., 17
Professional Village Circle, Beaufort, SC 29907.

The Appellant received a copy of the Order denying the Motion to Reconsider on December 4, 2018.

Mt. Pleasant, South Carolina
December, 2018



G. Hamlin O'Kelley, III
S.C. Bar No. 15491
Buist, Byars & Taylor, LLC
652 Coleman Blvd., Suite 200
Mt. Pleasant, SC 29464
(843) 856-4488

Attorneys for the Appellants the Estate of
Willie G. Weekley, Deceased, by its Personal
Representative, Betty W. Denny, and Betty
Weekley Denny, Jane Denney Toles,
William David Shinar, Elizabeth Ann Shinar,
John Alexander Shinar, James Robert Shinar,
Kathy Chakides Gaffos, John Chakides,
Phillip Chakides, Mixon Zahler, Lisa
Weekley Keller, and Lynn Weekley

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOURTEENTH JUDICIAL CIRCUIT
COUNTY OF HAMPTON	)	
	)	C/A NO.: 2013-CP-25-00295
	)	
ESTATE OF WILLIE G. WEEKLEY,	)	
DECEASED, BY ITS PERSONAL	)	
REPRESENTATIVE, BETTY W.	)	
DENNEY,	)	
	)	
Plaintiff,	)	MOTION TO RECONSIDER
	)	
-vs.-	)	
	)	
L.C. WEEKLEY, LAURA WEEKLEY	)	
SEGAL, INDIVIDUALLY AND AS	)	
PERSONAL REPRESENTATIVE OF THE	)	
ESTATE OF WILLIAM JAMES	)	
WEEKLEY, DECEASED, PETER SAAD	)	
AS PERSONAL REPRESENTATIVE OF	)	
MARY ELIZABETH WEEKLEY SAAD,	)	
DECEASED AND AS TRUSTEE OF THE	)	
MARY ELIZABETH SAAD TRUST,	)	
	)	
Defendants.	)	

TO: THE HONORABLE CARMEN T. MULLEN

YOU WILL PLEASE TAKE NOTICE that pursuant to Rule 59(e) of the South Carolina Rules of Civil Procedure, the Plaintiff, Estate of Willie G. Weekley, Deceased, By Its Personal Representative, Betty W. Denney (the "Plaintiff"), will move before the Honorable Carmen T. Mullen, within ten (10) days after service hereof, or as soon thereafter as counsel may be heard, for an Order modifying or reversing the Court's Order dated November 5, 2018, and electronically filed on November 5, 2018, and received by counsel for the Plaintiff, based upon the Court's ruling that since the Plaintiff is no longer the Estate's Personal Representative and no interested party intervened in this matter before the expiration of the statute of limitations for any action by an individual for recovery of the real property transfers at issue in this litigation, finding that the

expiration of the statute of limitations precludes recovery from any party, thus granting the Defendant, Laura Weekley Segel, Individually and as Personal Representative of the Estate of William James Weekley's Motion for Summary Judgment. There are genuine issues of material fact to be ruled upon by this Court as set forth in the Affidavits filed in this matter.

The grounds for the Order were not pled in Laura Weekley Segel's Motion for Summary Judgment, and new theories were pled and argued at the hearing of this matter.

There was no notice of these grounds until the time of the hearing.

The Plaintiff's Motion to Reconsider is further based on the fact that the Plaintiff filed a Motion to Intervene on behalf of Betty Weekley Denney, Jane Denney Toles, William David Shinar, Elizabeth Ann Shinar, John Alexander Shinar, James Robert Shinar, Kathy Chakides Gaffos, John Chakides, Phillip Chakides, Danny Chakides, Mixon Zahler, Lisa Weekley Keller, Lisa Weekley Keller And Lynn Weekley for an Order allowing them to intervene in this action pursuant to Rule 24 SCRCp. The above named parties are the descendants of Willie G. Weekley and have an interest in the Estate, the outcome of this suit, and the real property described in the Plaintiff's Complaint and should be allowed to appear and represent their interests as the Personal Representative fails and refuses to do so after her appointment.

The Motion will be supported by all memoranda, briefs, and other documentation to be submitted to the Court prior to the hearing.

The Plaintiff would ask that this Court grant their motion to reconsider, void the Court's Order and render a Court order in their favor.

Pursuant to Rule 11 SCRCp, counsel certifies that consultation would serve no useful purpose.

Please be present to defend if so minded.

BUIST, BYARS & TAYLOR, LLC

Mt. Pleasant, South Carolina

November 15, 2018

By: s/G. Hamlin O'Kelley, III

G. Hamlin O'Kelley, III
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STATE OF SOUTH CAROLINA
COUNTY OF HAMPTON

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT

C/A NO.: 2013-CP-25-00295

ESTATE OF WILLIE G. WEEKLEY,
DECEASED, BY ITS PERSONAL
REPRESENTATIVE, BETTY W.
DENNEY,

Plaintiff,

**AFFIDAVIT OF LISA WEEKLEY
KELLER**

-VS.-

L.C. WEEKLEY, LAURA WEEKLEY
SEGAL, INDIVIDUALLY AND AS
PERSONAL REPRESENTATIVE OF THE
ESTATE OF WILLIAM JAMES
WEEKLEY, DECEASED, PETER SAAD
AS PERSONAL REPRESENTATIVE OF
MARY ELIZABETH WEEKLEY SAAD,
DECEASED AND AS TRUSTEE OF THE
MARY ELIZABETH SAAD TRUST,

Defendants.

The undersigned, being first duly cautioned and sworn, deposes and says as follows:

1. I am Lisa Weekley Keller.
2. I am over 18 years of age.
3. I am the granddaughter of Willie G. Weekley, deceased.
4. I am the oldest daughter of William James Weekley, who is now deceased.
5. William James Weekley was the second son of Eva and Willie Weekley.
6. William James Weekley was the Personal Representative for the Willie G. Weekley Estate from 1977 until his death in 2004.
7. Laura Weekley Segel is my youngest sister.

8. I have personal knowledge of the statements set forth by this Affidavit.
9. I was born May 17, 1964 and never knew a time when my father, William James Weekley did not own farm property in South Carolina and spend a portion of his time managing his farming operation, either remotely from Chicago or on regular visits to SC.
10. As I grew older, left home and ultimately started my own business in the Chicago area, I came to fully realized my father's passion for farming in South Carolina
11. From the time I was in my late teens I understood that my father trusted me more than anyone to be the Personal Representative of his Will.
12. In or around 1996, on a trip to visit my dad at the farm in SC, my dad asked me if I would purchase my Aunt Elizabeth Weekley Saad's share of the W.G. Weekley Estate. This bothered me because I knew that my grandfather's Estate had not been settled and I did not like the idea of getting property or shares from the Estate before the Estate was settled. It was clear to me that the process was not fair and that my Aunts and Uncles and even cousins were not being given the opportunity to participate in the purchase that my dad had recommended to me.
13. I specifically told him at that time (around 1996) that I recognized there was a formal process that should be followed for the distribution of Weekley Estate property/shares held by my Aunts and Uncles and that I did not want to be involved in any attempts to bypass that process.
14. Sometime later my youngest sister Laura came to me and indicated that she was going to purchase my Aunt Elizabeth's share/property (the same share my dad had tried to get me to buy). I told Laura that she shouldn't do it. That she shouldn't purchase the share/property because the Estate needed to be settled and as a grandchild buying a share

in her grandfather's Estate would lead to significant issues with the final settlement of the Estate down the road.

15. Ultimately Laura ignored my warning and went forward with the purchase of Aunt Elizabeth's Weekley Saad's share/property of the W.G. Weekley Estate, arranged by my dad, the Weekley Estate PR.
16. In or around 1999, my dad came to me during one of my visits to see him at the farm in South Carolina. My dad told me that he was going to purchase my Uncle Carroll Weekley's shares of the W.G. Weekley Estate through a Land Contract, which he showed to me. He said he was going to use a Land Contract because if my uncle Carroll died soon it would be a great deal. I again was concerned that another Weekley Estate land transaction was being done without a full and complete settlement of our grandfather's Estate. I asked him if my Aunt Madeline, my uncle Carroll's wife knew about the purchase and my dad said that Madeline didn't have anything to do with it. I told my dad that I was concerned about the process but he insisted it was okay and got me to act as a witness to the purchase.
17. Ultimately my dad had arranged for my youngest sister Laura and her husband, Michael, to purchase or at least pay for my Uncle Carroll's shares of the W.G. Weekley Estate through a land contract.
18. I made many visits to the farm in the early 2000's to see my dad who was now increasingly incapacitated by his illness. On one of these visits in either 2002 or 2003, as I sat with my dad who was in bed and using oxygen, he displayed a large map of the farm. My sister Laura was in Chicago. The map divided the Weekley farm into specific pieces of property. My dad had assigned each of his siblings a specific piece of property

based on his assessment of each of his siblings shares. My dad said that he wanted me to understand this map so I could settle the Estate after his death. I asked my dad if his siblings had seen the map. He indicated that they had. I then asked my dad if they had agreed to his proposed settlement. He said they had not agreed. I immediately and emphatically told my dad that he needed to work out a settlement with his siblings and not leave that task for me after his death. He said everything would be okay. He said that my Aunt Margaret could be reasoned with. He told me that I could fix it. Again, I insisted that it was his responsibility to settle the Estate and not leave it to me. My dad never said anything to me about a "meeting" with his siblings and in addition when I asked he specifically said that his surviving siblings had "not" agreed to my dad's proposed settlement.

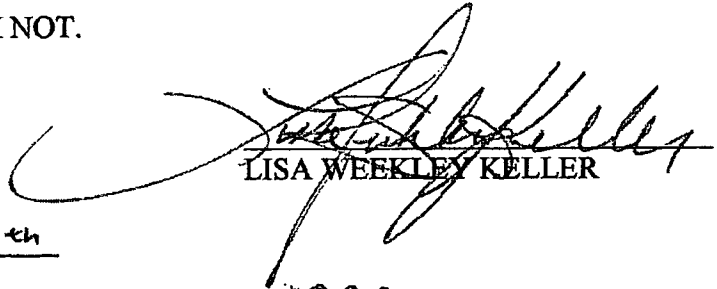
19. My dad and I had many intimate conversations about the Weekley farm and his hopes for the future of the farm after he was gone. I don't know why but my dad held tightly to the idea that he wanted the Weekley farm to remain in one piece as much as possible and for that piece to be controlled by our family. I repeatedly asked him to work with his siblings and come to a final agreement and not leave that responsibility to me to deal with after he had passed away.
20. My dad died in February 2004. Just a day or two before his death, while he was intubated in intensive care, my sister Laura and her husband, I believe along with their attorney, attempted to have my father change his Will. I was told when the nurses recognized what was going on they alerted the doctors and the doctors made Laura, Mike, and their attorney leave saying this was not the time to be dealing with changes to the Will. I do not know if an edited copy of the Will was ever formally submitted but I know

that the hand written edited version removed me as my dad's personal representative put Laura in my place and increased the direct cash inheritance made to Laura. In the end the Will was not changed and I remained my dad's personal representative.

21. Following my dad's death in February 2004, as personal representative, I was focused on settling my father's Estate. I collected and then disbursed funds as directed by my father's Will.
22. Throughout my tenure as Executor of my dad's Estate my sister Laura constantly called me with demands and instructions. Eventually, Laura enlisted one of my father's Hampton County attorney's; I believe Kevin Brown, to call me and attempt to direct me to take various actions. I realized at this time, that if I attempted to settle the W.G. Weekley Estate in what I considered to be a fair and equitable settlement, one that my dad's surviving brother and sisters would agree to, that my sister Laura would object and would fight me in Court.
23. Perhaps one of the worst decisions that I have ever made was that following the distribution of all my dad's assets, I agreed to allow my sister Laura to take over as Executor of my dad's Will. The only responsibility that remained at that time was to work out a final settlement of the W.G. Weekley Estate. I made this decision because I wanted to avoid the family fights that I knew would come with any attempt to finally settle my grandfather's (W.G. Weekley's) Estate.
24. My dad loved his siblings more than almost anything. I believe with all my heart that had he lived my dad would have eventually worked out a solution with his siblings for settling his father's Estate that would have satisfied everyone. I believe his illness intervened and prevented a final consensus solution and settlement.

25. I know that my dad would never have allowed his surviving siblings to suffer through a multi-year court battle to settle the W.G. Weekley Estate.

FURTHER AFFIANT SAYETH NOT.


LISA WEEKLEY KELLER

SWORN to before me this 26th
Day of September, 2018


Notary Public for _____
My Commission Expires: _____



STATE OF SOUTH CAROLINA

COUNTY OF HAMPTON

ESTATE OF WILLIE G. WEEKLEY,
DECEASED, BY ITS PERSONAL
REPRESENTATIVE, BETTY W.
DENNEY,

Plaintiff,

-vs.-

L.C. WEEKLEY, LAURA WEEKLEY
SEGAL, INDIVIDUALLY AND AS
PERSONAL REPRESENTATIVE OF THE
ESTATE OF WILLIAM JAMES
WEEKLEY, DECEASED, PETER SAAD
AS PERSONAL REPRESENTATIVE OF
MARY ELIZABETH WEEKLEY SAAD,
DECEASED AND AS TRUSTEE OF THE
MARY ELIZABETH SAAD TRUST,

Defendants.

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT

C/A NO.: 2013-CP-25-00295

**AFFIDAVIT OF WILLIAM DAVID
SHINAR**

The undersigned, being first duly cautioned and sworn, deposes and says as follows:

1. I am William David Shinar.
2. I am over 18 years of age.
3. I am the grandson of Willie G. Weekley.
4. I am the oldest son of Margaret Weekley Shinar, who is now deceased.
5. Margaret Weekley Shinar is the first born child of Eva and Willie Weekley.
6. I have personal knowledge of the statements set forth by this Affidavit.
7. Willie G. Weekley died on November 6, 1977.

8. At the time of his death, Willie Weekly owned a farm of approximately 330 acres (the "Weekly Farm").
9. The Weekly Farm has been important to me my entire life.
10. I lived on the Weekly Farm during the summers of 1960 to 1964,
11. From 1973 to 1981 I moved between South Carolina and Michigan. In South Carolina during this period I lived either at the Weekly farm, at Jim Weekly's farm (the Phillips Place), or the Glen farm, 200 acres immediately North of the Weekly farm.
12. During this period I worked formally and informally for Jim Weekly's farming operation, other Hampton County farms (Gravel Hill Plantation, Jimmy McMillan's farm) or local businesses, including working for my uncle Carroll Weekly in his heating and air conditioning business.
13. I maintained a home immediately adjacent to the Weekly Farm until around 1998 (the Glen Farm).
14. In 1982, I moved to Columbia, South Carolina, where I still maintain a home.
15. From 1983 to 1992, my mother, Margaret Weekly Shinar, lived in Beaufort, South Carolina, and spent a great deal of time at the Weekly farm managing the house and gardening there.
16. Around 1992, my mother sold her house in Beaufort and began splitting her time between Kalamazoo, Michigan, and the Weekly Farm, which continued until late in 2004.
17. My immediate family and I have been involved with the Weekly Farm my entire life.
18. This Affidavit provides insight into the Weekly family history around the Willie Weekly farm and Estate based on my knowledge.

19. My mother's brother, Jim Weekley, Willie Weekley's middle son, beginning in the early 1960's owned a small cattle farm near the Willie G. Weekley Farm.
20. Jim Weekley remotely managed his farming operation from his home in Chicago.
21. Jim Weekley used the Willie Weekley farm in his farming operations.
22. Jim Weekley was appointed Personal Representative of the Willie G. Weekley Estate upon the death of Willie Weekley in 1977.
23. Willie G. Weekley's Last Will and Testament created a procedure for distributing the Weekley Farm among his "sons and daughters" by dividing the property into shares of 10 acres.
24. Four shares, called the "homeplace" were to be jointly owned by the sons and daughters and the remaining 29 shares were divided among his individual children.
25. The Will set forth the procedure for transfers of shares and property between the devisees and required all of the devisees to be offered the first right of refusal.
26. After my grandfather's death, Jim Weekley, as Estate PR, told his siblings that breaking up the farm per the Will would hurt his farming operation and would ruin the Weekley Farm as his siblings had come to know it.
27. To my knowledge there was never any formal agreement allowing Jim Weekley, the Estate PR, to use the Willie Weekley Estate lands for his farming operation and little if any compensation was ever provided to his brothers and sisters.
28. Jim Weekley as Estate PR, never distributed the Willie Weekley Estate per the intent and specific directives of the Willie G. Weekley Will.

29. Doris Weekley Zahler lived her entire adult life in Yemassee, SC. From the 1960's until her death, Doris provided local management and significant financial support (cash flow) for Jim Weekley's farming operation.
30. Doris Weekley Zahler died in 1995 and her only child, Mixon Zahler, inherited her Estate.
31. Mixon requested that Jim Weekley settle his portion of the Willie Weekley Estate pursuant to the intent and directives of the Willie G. Weekley Will and provide compensation for outstanding farming debts that Jim Weekley owed to Doris Zahler's Estate (\$65,000).
32. When Mixon and Jim Weekley as Estate PR, were unable to reach an agreement, Mixon filed suit against Jim Weekley.
33. Shortly after the suit was filed, Jim Weekley declared bankruptcy in 1995 or 1996.
34. With the initiation of bankruptcy proceedings, Jim Weekley, Willie Weekley Estate PR, informed his surviving siblings (devisees) that he had mortgaged the majority of the Willie Weekley Estate to support his farming operation, without their knowledge or consent.
35. From that point forward and until the Weekley Estate was leased for agricultural use in 2002, Willie Weekley's surviving children (devisees) were very concerned that they would lose the Willie Weekley Farm (including all their individual Estate interests) due to Jim Weekley's unpaid mortgage on the Weekley Farm.
36. In order to "save the Weekley farm", Jim Weekley convinced his sisters Margaret and Ruth to loan him money – specifically my mother, Margaret, gave Jim Weekley an

unsecured, interest free loan of \$60,000.00 and my Aunt Ruth loaned Jim \$20,000.00, which is documented in Bankruptcy proceedings.

37. It is my understanding (well after the fact) that in 1996, Jim Weekley, Estate PR, arranged for the transfer of Elizabeth Weekley Saad's share interest in the Willie Weekley Estate to a trust and then arranged the sale of the share by the Trust to Laura Segel (daughter of the Estate PR), without the knowledge and consent of his surviving siblings (Weekley Estate devisees) and in violation of the terms of the Will.
38. At the end of 1999, again, while in bankruptcy, Jim Weekley, Estate PR, purchased my Uncle Carroll Weekley's shares of the Weekley Estate, by land contract, without the knowledge and consent of the surviving siblings (devisees).
39. Throughout this entire period Jim Weekley, Estate PR, led the surviving sons and daughters of Willie Weekley (Devisees) including Margaret, Carroll, Ruth, and Betty to believe that he would settle all his debts and all the debts of the Weekley Estate, according to the intent and directives of the Willie G. Weekley Will, once the Weekley Farm was "safe" from foreclosure.
40. From the middle 1990's and until his death in 2004, Jim Weekley became increasing ill. At some point he retained in-home health care while living at the Weekley farm, relied on oxygen, and required a motorized wheelchair. During this time period, the family was focused on Jim's health, care, and quality of life.
41. Jim Weekley died in February of 2004.
42. Only after Jim Weekley's death and the disclosure of his final Will did the surviving children of Willie Weekley (devisees) fully realize that Jim Weekley was not going to

settle his debts and the debts of the Weekley Estate, in accordance with the intent and directives of the Willie G. Weekley Will.

43. Following Jim Weekley's death Betty Denney, the Plaintiff, was chosen by her surviving siblings and devisees (Margaret and Carroll) to apply as the personal representative of the estate of her father, Willie G. Weekley; she is my maternal aunt. Her selection was unanimous.
44. Willie G. Weekley's Last Will and Testament created a procedure for distributing his farm property consisting of approximately 330 acres.
45. The Willie Weekley children (sons and daughters) that inherited shares of the estate (devisees) were to offer all the other devisees the first right of refusal in the event they wished to sell their share(s).
46. In 1991, Jasper Weekley, who lived and worked at the Weekley Farm, died intestate and his surviving siblings (devisees) discussed how to distribute Jasper's shares. Each of the devisees signed a document agreeing to the final transfer agreement including Jim Weekley as the Estate PR.
47. In 2001, Mixon Zahler's inherited shares of the Weekley Estate were deeded and all of the devisees signed an agreement stipulating to the terms of the transfer.
48. These two transfers (distributions) followed the procedures set forth in the Willie Weekley Will for the proper transfer of shares among family members. They demonstrate that as early as 1991 and as recently as 2001, Jim Weekley as Estate PR, and his siblings knew and understood the procedure to properly transfer shares based upon the provisions of the Will. In both cases, all of the surviving children were included in

the agreement and even those that did not receive any shares documented that they had knowledge of the transfer and agreed with the outcome.

49. The distribution of shares from Carroll Weekley, going wholly to Jim Weekley, Estate PR, and from Elizabeth Weekley Saad, going wholly to Laura Segel (daughter of Jim Weekley, Estate PR), were impermissible under the Will as the surviving devisees did not agree to the terms, were not offered first right of refusal, and never signed an agreement stipulating to the transfer distributions.

50. In both contested distribution cases, Jim Weekley ignored the distribution procedures called for by the Willie G. Weekley Will and in addition Jim failed to comply with SC Estate PR statutes by taking direct benefits (he and his daughter) from the Estate without explicit and documented agreement from all of the Estate Devisees and the Estate Probate Judge.

51. Section VII of the Will states:

VII. I hereby direct that any time after Two (2) years of my death, that the devisees agree on the location of their portion, that the property can be divided. I further direct that any time one of the devisees desires to sell his portion of the property, that he first offer it to the remaining devisees. Should they not be able to agree on a price for the property to be sold, then the seller would choose one appraiser and the remaining devisees another appraiser and the third appraiser [sic] would be the Bank of Hampton, South Carolina. The average of the three appraisals would be the selling price. The devisees purchasing the property would contribute to the purchase price according to the proportions they received in Paragraph IV, and the portion so purchased would likewise be divided. (Will, Section VII).

52. This procedure was not followed in the distributions from Carroll Weekley to Jim Weekley and the transfer from Elizabeth Weekley Saad to Laura Segel. The shares of Carroll and Elizabeth were NEVER offered to the surviving devisees.

53. Section XI of the Will states that if a devisee shall predecease W.G. Weekley, then issue of the devisee shall take their parent's share per stirpes.
54. Laura Weekley Segel inherited 8 ½ shares from her father, Jim Weekley.
55. Based on Jim Weekley's Will, Laura Segel also inherited Carroll Weekley's 8.857 shares, which were transferred to Jim Weekley in December of 1999. Laura already controlled the one share purchased from Elizabeth Weekley Saad in 1996.
56. The transfer distributions from Carroll Weekley to Jim Weekley and the transfer from Elizabeth Weekley Saad were impermissible under the Will.
57. The Weekley Estate land has been leased as a farm property to Paragon Produce Corporation and its successors for years.
58. Each of the shareholders receives a distribution of the income generated by the lease to Paragon.
59. Summaries of the distributions prepared by Jim Weekley (2002-2003) and Laura Segel (2004-2012) only show the shareholders' last names, do not list all of the shareholders individually, and do not adequately address the above disputed transfers or compliance with my grandfather's Will.
60. Laura Weekley Segel claims that she and Jim Weekley retroactively provided notice of the transfers from Carroll Weekley to Jim Weekley and from Elizabeth Weekley Saad to Laura Segel at a meeting in 2003 that included all the surviving sons and daughters and interested parties and that all devisees agreed to the terms of the transfer and waived their first right of refusal.
61. Laura Weekley Segel only lists Betty Denny, Margaret Shinar, Carroll Weekley, and Jim Weekley as being present at the "meeting".

62. During 2002 and 2003, Margaret Weekley lived for extended periods at the Weekley Farm, Jim Weekley lived there full time, Betty W. Denney spent extended periods at the Weekley Farm, and Carroll Weekley lived several miles away.
63. These family members had regular meals together dozens, if not hundreds, of times in 2002 and 2003 but to my knowledge, no specific meal in 2003 was considered a "meeting".
64. My mother, Margaret Weekley Shinar, did come to me in 2002 and indicate that Jim Weekley had proposed that she accept 1.357 shares of the Weekley Estate and that the shares be deeded as land running in a strip from the Old Salkahatchie Road to the high water mark in the Salkahatchie swamp (a strip approximately 50 yards wide and ½ mile long).
65. My mother also indicated that she did not consider this a fair settlement that followed the intent and directives of the Willie G. Weekley Will and that she would not agree to Jim's proposed solution.
66. Subsequently I was informed by my Aunt Betty Denney and the Chakides family (representing Ruth Weekley Chakides's Estate) that they had also been asked to accept a similar settlement and indicated that they were outspoken in their disagreement with the settlement proposed by Jim Weekley.
67. In 2002, Jim Weekley had his proposed solution surveyed and assessed a portion of the cost to each of his siblings through the Paragon lease account, which he controlled.
68. During this time I was in regular contact with my mother, Margaret Weekley Shinar and my uncle, Carroll Weekley.
69. I visited the Weekley Farm often.

70. We would always discuss the situation with the Weekley Farm and my Uncle Jim's health on my visits or whenever I spoke with my mother or Carroll Weekley.
71. I was never informed by my mother, Margaret, or the other surviving siblings, Betty Denney, Jim Weekley, or Carroll Weekley that any "meeting" had taken place where the distributions to Jim Weekley from Elizabeth Weekley Saad (1996) and Carroll Weekley (1999) had been discussed and approved.
72. If such a meeting had occurred, my mother would have told me about it as we discussed the Weekley Farm all the time.
73. Laura Segel and her husband Mike Segel, each state that they left the alleged meeting to take a walk outside while the family discussed the property distributions and the disputed transactions.
74. Laura Segel and Mike Segel were not present for a portion of the alleged meeting and therefore cannot speak to what transpired while they were absent.
75. Laura and Mike Segel allege that they provided notice to the family members of the disputed transactions at this meeting.
76. Any testimony by my cousin Laura Segal and her husband Mike Segel is pure conjecture on their part as to what may have occurred at this alleged "meeting" in 2003.
77. The family was not provided notice of these transactions at this alleged meeting or at all and were never given the first right of refusal, in violation of the Will.
78. Even if the surviving sons and daughters had been given notice at this alleged meeting, they were not given first right of refusal *prior* to the distributions, which is a requirement of the Will.
79. The family never discussed the disputed transactions at this 2003 meeting.

80. The family always believed these distributions, like the unsecured personal loans, were temporary in nature and designed to "save the Weekley Farm", and were never intended to be permanent.
81. Jim Weekley, in 1989, acquired a secret mortgage on the Weekley Farm without knowledge or permission of all his siblings.
82. After the bankruptcy of Jim Weekley's personal farm, Jim Weekley told his surviving siblings (devisees) that extraordinary measures were needed to save the Weekley Estate, and each shareholders individual interest in the Estate, as a result of the foreclosure threat posed by his secret mortgage.
83. Jim Weekley used the threat of foreclosure on the Weekley Farm to obtain interest free loans and share distributions, including the share distributions to Jim Weekley and his daughter Laura Segel from Elizabeth Weekley Saad and Carroll Weekley that resulted in contested distributions.
84. These disputed distributions took place without proper notice, without offering the remaining devisees the opportunity to purchase pursuant to the Will, and are improper under the terms of the Will. Retroactive notice does not comply with the provisions of the Will and therefore the shares should therefore be re-distributed among the surviving shareholders following the procedures specified by Willie G. Weekley in his Will.
85. Jim Weekley knew of the correct mechanism under the Will to transfer property as evidenced by the distribution of Jasper Weekley's shares in 1991 and Doris Weekley Zahler's shares in 2001.
86. In 2001, my cousin Mixon Zahler obtained his share distribution, in an agreement signed by each of the surviving Weekley children as required by the Will.

87. The disputed distributions in this case were not done properly. However, my mother and her surviving siblings, who trusted, respected and loved their brother Jim, remained optimistic until at or near Jim Weekley's death, that Jim, would ultimately follow the intent and directives specified in the Will and reach a fair and equitable settlement that each of the surviving siblings could agree to and that this would be evidenced by a written agreement documenting the final solution.
88. Soon after Jim Weekley's death, the surviving Willie Weekley children moved to obtain legal counsel in order to settle the Willie G. Weekley Estate, and following discovery identified multiple instances of the miss-appropriation of W.G. Weekley Estate funds and farm lease revenue, valued at thousands of dollars, by Laura Segel from 2004-2012,
- FURTHER AFFIANT SAYETH NOT.

William D Shinar
WILLIAM D. SHINAR

SWORN to before me this 23rd
Day of August, 2018

Shera Raynor
Notary Public for Kalamazoo County
My Commission Expires: 7/9/2020

) IN THE COURT OF COMMON PLEAS
) FOURTEENTH JUDICIAL CIRCUIT

) C/A NO.: 2013-CP-25-00295

)
)
)
)
)
)
**MOTION TO INTERVENE BY BETTY
WEEKLEY DENNY, JANE DENNEY
TOLES, WILLIAM DAVID SHINAR,
ELIZABETH ANN SHINAR, JOHN
ALEXANDER SHINAR, JAMES
ROBERT SHINAR, KATHY
CHAKIDES GAFFOS, JOHN
CHAKIDES, PHILLIP CHAKIDES,
DANNY CHAKIDES, MIXON ZAHLER,
LISA WEEKLEY KELLER, AND LYNN
WEEKLEY**
)

WEEKLEY DENNY, JANE DENNEY
TOLES, WILLIAM DAVID SHINAR,
ELIZABETH ANN SHINAR, JOHN
ALEXANDER SHINAR, JAMES
ROBERT SHINAR, KATHY
CHAKIDES GAFFOS, JOHN
CHAKIDES, PHILLIP CHAKIDES,
DANNY CHAKIDES, MIXON ZAHLER,
LISA WEEKLEY KELLER, AND LYNN
WEEKLEY

ELIZABETH ANN SHINAR, JOHN
ALEXANDER SHINAR, JAMES
ROBERT SHINAR, KATHY
CHAKIDES GAFFOS, JOHN
CHAKIDES, PHILLIP CHAKIDES,
DANNY CHAKIDES, MIXON ZAHLER,
LISA WEEKLEY KELLER, AND LYNN
WEEKLEY

CHAKIDES GAFFOS, JOHN
CHAKIDES, PHILLIP CHAKIDES,
DANNY CHAKIDES, MIXON ZAHLER,
LISA WEEKLEY KELLER, AND LYNN
WEEKLEY

ROA 104

Pursuant to Rule 11 SCRPC counsel certifies that consultation in this matter would serve no useful purpose.

Please be present to defend if so minded.

BUIST, BYARS & TAYLOR, LLC

Mt. Pleasant, South Carolina
July 24, 2018

s/ G. Hamlin O'Kelley, III
G. Hamlin O'Kelley, III
S.C. Bar No. 15491
652 Coleman Blvd., Suite 200
Mt. Pleasant, SC 29464
(843) 856-4488
Hamlin.okelley@buistbyars.com

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOURTEENTH JUDICIAL CIRCUIT
COUNTY OF HAMPTON	)	CASE NO.: 2013-CP-25-00295
	)	
Estate of Willie G. Weekley, Deceased	)	
by its Personal Representative, Betty W. Denney,	)	
	)	
Plaintiff,	)	
	)	
v.	)	DEFENDANT LAURA WEEKLEY
	)	SEGEL'S MOTION FOR SUMMARY
	)	JUDGMENT
L.C. Weekley, Laura Weekley Segel,	)	
Individually and as Personal Representative	)	
of the Estate of William James Weekley,	)	
Deceased, Peter Saad as Personal	)	
Representative of Mary Elizabeth Weekley	)	
Saad, Deceased, and as Trustee of the Mary	)	
Elizabeth Saad Trust,	)	
	)	
Defendants.	)	

TO: G. HAMLIN O'KELLEY, III, ESQUIRE, ATTORNEY FOR PLAINTIFF

Pursuant to Rule 56 of the South Carolina Rules of Civil Procedure, Defendant Laura Weekley Segel, individually and as Personal Representative of the Estate of William James Weekley, (hereinafter "Defendant" or "Segel") hereby moves for an Order granting summary judgment to Defendant on all claims in this matter because no genuine issue of material fact exists and Segel is entitled to summary judgment as a matter of law. The grounds for this Motion include the following:

1. Betty W. Denney ("Denney") initiated this action as Personal Representative of the Estate of Willie G. Weekley. Since that time, Denney was removed as Personal Representative by Order of Judge Mullen dated January 17, 2017, and Carol Clayton Ruff was named successor Personal Representative. As such, Denney no longer has standing to bring this action.

2. None of the other Defendants in this action filed answers to the Complaint, and therefore those parties are now in default.
3. Willie G. Weekley's Will gave interests in real estate to each of his children: William J. Weekley, Doris Weekley Zahler, Lucas Carroll ("L.C.") Weekley, Jasper Josiah Weekley, Margaret Weekley Shinar, Elizabeth Weekley Saad, Ruth Weekley Chakides, and Betty Weekley Denney (collectively, the "Property Owners"). Each Property Owner had notice of the transactions that are disputed in this action as a matter of law because the transactions were filed with the register of deeds of Hampton County, South Carolina, and because each received further notice from accountings, annual distribution summaries and from Weekley family meetings held regarding the tomato leases and division of the property.
4. The disputed transactions are valid and cannot be overturned because transfers by recorded deeds are presumed legally valid by operation of law and Plaintiff has produced no evidence or argument in favor of finding the recorded deeds invalid.
5. All Property Owners are barred from bringing this action by the equitable doctrine of laches, as the disputed transactions were completed between 1997 and 2000, all parties had notice of the transactions, and this action was not filed until July 14, 2006.
6. All Property Owners are barred from bringing this action by the doctrine of estoppel, because they had notice of the disputed transactions, acquiesced in the transfers for many years, took no action or raised no issue with the transfers until 2006, and Segel relied upon their conduct in Segel's decision to expend substantial sums of money on the property at issue.

7. All Property Owners are barred from bringing this action by the statute of limitations, as the disputed transactions were completed between 1997 and 2000, all parties had notice of the transactions, and this action was not filed until July 14, 2006.

This Motion is based upon the South Carolina Rules of Civil Procedure, the South Carolina Appellate Court Rules, the pleadings filed herein, the two (2) Affidavits of Laura Weekley Segel and the Affidavit of Michael Segel filed concurrently with this motion, applicable statutory and common law, any supporting memoranda filed prior to or at the hearing on this motion, and such other arguments as may be submitted at the hearing.

The undersigned hereby affirms that there is no requirement under SCRCP, Rule 11(a) to consult with Plaintiff's counsel regarding this motion, and further that any such consultation, if required, would serve no useful purpose.

WHEREFORE, Segel requests that this court grant her Motion for Summary Judgment and issue an Order validating and enforcing the real estate transactions listed in Plaintiff's Complaint, and any and all other relief this Court deems just and proper.

Respectfully submitted,

JOLLEY LAW GROUP, LLC

s/ Kelly M. Jolley

Kelly M. Jolley (SC Bar # 72573)

E-Mail: kmj@jolleylawgroup.com

Jacob D. Hunt (SC Bar # 103110)

E-Mail: jdh@jolleylawgroup.com

Post Office Box 22230

Hilton Head Island, SC 29925

843.681.6500 phone

877.668.1766 fax

*Attorneys for Defendant Laura Weekley
Segel*

May 10, 2018
Hilton Head Island, South Carolina

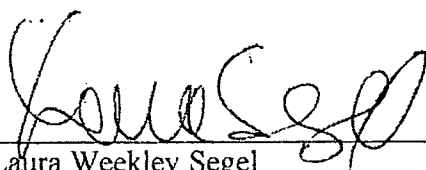
STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOURTEENTH JUDICIAL CIRCUIT
COUNTY OF HAMPTON	)	CIVIL ACTION NO.: 2015-CP-07-02925
	)	
Estate of Willie G. Weekley, Deceased	)	
by its Personal representative, Betty W.	)	
Denney,	)	
	)	
Plaintiff,	)	
	)	AFFIDAVIT OF LAURA
vs.	)	WEEKLEY SEGEL
	)	
L.C. Weekley, Laura Weekley Segel,	)	
Individually and as Personal Representative	)	
of the Estate of William James Weekley,	)	
Deceased, Peter Saad as Personal	)	
Representative of Mary Elizabeth Weekley	)	
Saad, Deceased, and as Trustee of the	)	
Mary Elizabeth Saad Trust,	)	
	)	
Defendants.	)	

Personally appeared before me, Laura Weekley Segel, who, first being duly sworn, deposes and states the following:

1. I am Laura Weekley Segel.
2. I am the granddaughter of Willie G. Weekley (hereinafter "W.G. Weekley").
3. I am the daughter of William J. Weekley (hereinafter "W.J. Weekley").
4. I have personal knowledge of the statements set forth by this Affidavit.
5. I filed a previous Affidavit in this action dated October 13, 2010, which is attached hereto as Exhibit A and incorporated herein by reference.
6. I own eighteen (18) of the twenty-two (22) shares of the Estate created by the Will of W.G. Weekley (the "Will").

7. W.J. Weekley prepared summaries of distributions, which included rents paid from farming leases on the property, and provided each shareholder with these summaries annually until his death in February, 2003.
8. I prepared and distributed the summaries of distributions after the death of my father, W.J. Weekley.
9. All summaries of distributions clearly stated who owned which shares and the number of shares of the Estate, giving each shareholder notice of any transactions that had taken place.
10. In or around 2003 and shortly before my father died, my Husband and I were present at a meeting held among the Weekley family at large, including all heirs and interested parties, to discuss the property distributions.
11. Present at the meeting were Betty Denny, Margaret Shinar, Carroll Weekley, William J. Weekley.
12. During part of this family meeting, my Husband and I took a walk outside, leaving the rest of the family to discuss the property distributions and the transactions that are now disputed.
13. My Husband and I specifically gave my family members notice of the transactions so that the distributions could be discussed among everyone interested in the Estates of W.G. Weekley and W.J. Weekley.
14. No heirs or interested parties disputed or otherwise objected to the transactions that are now disputed until Betty Denney (hereinafter "Denney") became Personal Representative of the Estate of W.G. Weekley.
15. I consented to Denney's appointment as Personal Representative, who at that time had never voiced concern over any of the transactions she had long had notice of.

FURTHER AFFIANT SAYETH NOT.



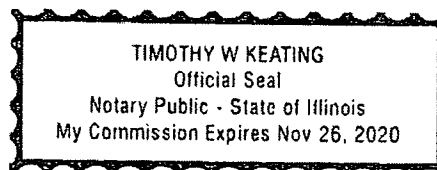
Laura Weekley Segel

SWORN to before me this

2 day of May, 2018



NOTARY PUBLIC FOR ILLINOIS
My Commission Expires: 11/26/2020



STATE OF SOUTH CAROLINA)
COUNTY OF HAMPTON)
Estate of Willie G. Weekley, Deceased)
by its Personal representative, Betty W.)
Denney,)
Plaintiff,)
vs.)
L.C. Weekley, Laura Weekley Segel,)
Individually and as Personal Representative)
of the Estate of William James Weekley,)
Deceased, Peter Saad as Personal)
Representative of Mary Elizabeth Weekley)
Saad, Deceased, and as Trustee of the)
Mary Elizabeth Saad Trust,)
Defendants.)

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
CIVIL ACTION NO.: 2015-CP-07-02925

**AFFIDAVIT OF
MICHAEL SEGEL**

Personally appeared before me, Laura Weekley Segel, who, first being duly sworn,
deposes and states the following:

1. I am Michael Segel.
2. I am the lawful husband of Laura Weekley Segel, who is the granddaughter of Willie G. weekly (hereinafter "Weekley" or "W.G. Weekley") and the daughter of William J. Weekley (hereinafter "W.J. Weekley").
3. I have personal knowledge of the statements set forth by this Affidavit.
4. My wife, Laura Weekley Segel (hereinafter "Wife") owns eighteen (18) of the twenty-two (22) shares of the Estate created by the Will of W.G. Weekley (the "Will").

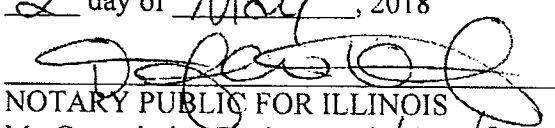
5. In or around 2003 and shortly before my Wife's father died, my Wife and I were present at a meeting held among the Weekley family at large to discuss the property distributions.
6. Present at this meeting were: Betty Denny, Margaret Shinar, Carroll Weekley, William J. Weekley.
7. During part of this family meeting, my Wife and I took a walk outside, leaving the rest of the family to discuss the property distributions and the transactions that are now disputed.
8. My Wife and I specifically gave the family members notice of the transactions so that the distributions could be discussed among everyone interested in the Estates of W.G. Weekley and W.J. Weekley.
9. No heirs or interested parties disputed or otherwise objected to the transactions that are now disputed until Betty Denney (hereinafter "Denney") became Personal Representative of the Estate of W.G. Weekley.

FURTHER AFFIANT SAYETH NOT.

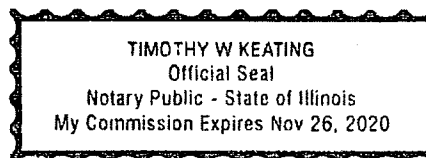

Michael Segel

SWORN to before me this

2 day of May, 2018


NOTARY PUBLIC FOR ILLINOIS

My Commission Expires: 11/26/2020



STATE OF SOUTH CAROLINA)

COUNTY OF HAMPTON)

Estate of Willie G. Weekley, Deceased By
Its Personal Representative, Betty W.
Denney,

Plaintiff,

vs.

L.C. Weekley, Laura Weekley Segel,
Individually and as Personal Representative,
Of the Estate of William James Weekley,
Deceased, et al.,

Defendants.

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
CIVIL ACTION NO.: 2013-CP-25-00295

MOTION INFORMATION FORM AND
COVER SHEET

Plaintiff's Attorney:
Bar No.
Address:
Phone:
Email:

Fax:

Defendant's Attorney: Kelly M. Jolley, Esq.
Bar No.: 72573
Address: P.O. Box 22230
Phone: (843) 681-6500 Fax: (877) 513-3444
Email: kmj@jolleylawgroup.com

- (X) MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and II)
() FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)
() PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: _____

Estimated time Needed: 15 minutes

Court Reporter Needed: _____

SECTION II: Motion/Order Type

(X) Written Motion Attached

() Form Motion/Order

I hereby move for relief or action by the Court as set forth in the attached proposed order.

Kelly M. Jolley
Signature of Attorney for Defendants

11-22-2016
Date Submitted

SECTION III: Motion Fee

PAID B AMOUNT: \$25.00

EXEMPT:

(Check reason)

- () Rule to Show Cause in Child or Spousal Support
() Domestic Abuse or Abuse and Neglect
() Indigent Status () State Agency v. Indigent party
() Sexually Violent Predator Act () Post-Conviction Relief
() Motion for Stay in Bankruptcy
() Motion for Publication () Motion for Execution (Rule 69 SCRPC)
() Proposed order submitted at request of the court; or
() Reduced to writing from motion made in open court per Judge's instructions
Name of Court Reporter:
() Other: _____

JUDGE'S SECTION

() Motion Fee to be paid upon filing of the
attached Order.

JUDGE _____

() Other: _____

CODE: _____

DATE: _____

CLERK'S VERIFICATION

Date Filed: _____

Collected by: _____

MOTION FEE COLLECTED: _____

CONTESTED B AMOUNT DUE: _____

STATE OF SOUTH CAROLINA)
COUNTY OF HAMPTON)
Estate Of Willie G. Weekley, Deceased By)
Its Personal Representative, Betty W.)
Denney,)
Plaintiff,)
vs.)
L.C. Weekley, Laura Weekley Segel,)
Individually and as Personal Representative,)
Of the Estate of William James Weekley,)
Deceased, et al.,)
Defendants.)

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
CASE NO.: 2013-CP-25-00295

DEFENDANT'S MOTION TO REMOVE
PERSONAL REPRESENTATIVE AND
FOR AN ACCOUNTING

Defendant Laura Weekley Segel, individually and as Personal Representative of the Estate of William James Weekley, deceased, et. al. (hereinafter "Defendant") hereby moves for an Order removing Betty W. Denney (hereinafter "Plaintiff") as Personal Representative of the Estate of W.G. Weekley (hereinafter "the Estate") for cause pursuant to S.C. Code Ann. Section 62-3-611 and requiring Plaintiff to provide an accounting of the assets of Estate.

Background

The underlying matter is an attempt by a personal representative to overturn transfers of real property to which the estate is not a party and in which the estate has no legal interest. The Plaintiff, Betty Denney, sues as successor personal representative of the estate of Willie G. Weekley ("Weekley"), her father, who died in 1977. Plaintiff became successor personal representative after the deaths of the original personal representatives named by Weekley in his will. On July 14, 2006, Plaintiff filed this action on behalf of Weekly's estate, seeking to set aside transfers of inherited real property shares between certain beneficiaries of

Weekley's estate. Weekley's Last Will and Testament ("Will") directed that, upon his death, Weekley's farm property located in Hampton County, South Carolina ("Farm Property") be divided into thirty-three shares of ten acres each and distributed to his designated heirs in the amounts recorded in his Will. Four shares attributed to forty acres of land specifically identified in his Will, and containing Weekley's home and homesite ("Homesite"), were bequeathed to all of Weekley's then living children. After Weekley's death, some of his children transferred their shares to Defendant Laura Weekley Segel or to Mrs. Segel's late father William J. Weekley. In her Complaint filed in the Hampton County Probate Court on November 14, 2007, Plaintiff prayed that the Probate Court would declare these share transactions, which are specifically listed in the Complaint, and hereinafter referred to as the "Disputed Transactions", invalid and order the "rescission of each challenged transaction and restitution of the various parties to their pre-conveyance status." Defendant filed an Answer and Counterclaim seeking to remove the personal representative and requesting a jury trial on February 13, 2008.

On September 30, 2009, Plaintiff filed a Motion for Summary Judgment. While the Motion for Summary Judgment was pending, Plaintiff deeded the Homesite to herself and her sister Margaret Weekley Shinar by deed of distribution recorded in the records of Hampton County. On or around June 4, 2012, after years of no action by the Probate Court, and as a result of Plaintiff issuing this deed of distribution, Defendant filed a Petition for Removal of Personal Representative, Petition to Set Aside Deed of Distribution, Motion to Consolidate Petitions before the Probate Court, and Motion to Remove Action to Circuit Court. These motions were never granted a hearing by the Probate Court.

An additional year later, on August 29, 2013, Judge Odom issued an order partially granting Plaintiff's Motion for Summary Judgment and granting Defendant's Motion to Remove. On or about September 13, 2013, Plaintiff filed a Motion to Reconsider the Probate Court's Order dated August 29, 2013 granting partial summary judgment. On February 6, 2015, Judge Odom signed an Order Granting Plaintiff's Motion for Summary Judgment Upon the Motion to Reconsider and Upon a Motion Hearing on January 5, 2015. Plaintiff appealed this order to the Hampton County Circuit Court and, when it was upheld by order of the Honorable Judge Kenneth Buckner, timely appealed the order to the South Carolina Court of Appeals where the appeal is still pending.

Judge Odom's February 6, 2013 Order found the Deed of Distribution for the Homesite proper, although this distribution was not raised and had not occurred when Plaintiff moved for Summary Judgment. Accordingly, the legality of the Deed of Distribution is an issue on appeal and is not before this Court. However, neither Judge Odom, nor the circuit court after the removal of this action, have addressed the pending motions to remove Plaintiff as personal representative and for an accounting. Given Plaintiff's repeated failure to provide an accounting of the estate's assets; failure to make rental payments to beneficiaries, including Defendant; failure to keep beneficiaries informed regarding lease negotiations and leases of the estate property; failure to properly maintain estate property; circumvention of the Probate Court's authority; and actions to manage the estate for her own gain, removing Plaintiff as Personal Representative is in the best interest of the Estate. Accordingly, Defendant seeks an order naming an appropriate, independent party as Personal Representative of the Estate and requiring that new personal representative to provide an accounting of the estate from the commencement of this action through the present.

Argument

A person interested in an estate may seek the removal of a personal representative for cause at any time. S.C. Code Ann. Section 62-3-611(a). During such a proceeding, the personal representative shall not act except to account, to correct maladministration, or preserve the estate. *Id.* Cause for removal exists when removal would be in the best interests of the estate, or if it is shown that a personal representative or the person seeking her appointment intentionally misrepresented material facts in the proceedings leading to her appointment, or that the personal representative has disregarded an order of the court, has become incapable of discharging the duties of her office, or has mismanaged the estate or failed to perform any duty pertaining to the office. S.C. Code Ann. Section 62-3-611(b).

Plaintiff has abused her authority and failed to fulfill her responsibility as Personal Representative. In addition to the initiation and pursuit of this litigation without sufficient standing or grounds, Plaintiff has also abused her authority, circumvented the Probate Court's purview and acted in direct contravention of the express provisions of the Last Will and Testament of Willie G. Weekley (hereinafter "the Will"). Specifically, Section VII of the Will states as follows: "I hereby direct that at any time after Two (2) years of my death, that the devisees agree on the location of their portion, that the property can be divided." The provisions of Section VII have been the subject of this litigation for in excess of the past ten years. This Court has not issued an Order determining the apportionment of shares to any devisees under the Will and the devisees have yet to agree upon any such apportionment or division.

Despite these facts, by Deed of Distribution dated September 28, 2010, Plaintiff unilaterally divided the property for her own benefit. The Deed of Distribution, filed of record with the Hampton County Clerk of Court on October 5, 2010, in Book 366 at Page 297, grants

Plaintiff and her sister, Margaret Weekley Shinar, title to property specifically identified in the Will as consisting of forty acres of land and containing the decedent's home and homesite. Plaintiff ignored the express provisions of the Will and satisfied her individual desires over the intent of the decedent, the entitlements of the heirs, and any decision of this Court. Through her actions, Plaintiff has circumvented the judicial process and ignored the Court's authority while abusing the authority granted to her as Personal Representative of the Estate.

More recently, Plaintiff has failed to provide accountings showing the distribution of Estate assets or otherwise give notice of any financial dealings to the heirs and beneficiaries of the Estate. After hearing a Rule to Show Cause and Motion for Summary Judgment filed by Plaintiff in 2013, Judge Odom granted Plaintiff the temporary ability to negotiate farming leases for the property subject to this litigation and ordered Plaintiff to deposit the lease proceeds in an Estate account until the conclusion of the dispute. Since Plaintiff assumed control of the leases, Defendant has not received her share of any rent payments resulting from the leases, has not been provided with any record of income to or distributions from the Estate, and has not received any other accounting information for the Estate.

Defendant, through her counsel, has made numerous demands for an accounting and related financial information for the past three years, but no such information has been produced. Plaintiff initially represented that the lease proceeds were being held in escrow and undisturbed, but later stated the funds were allegedly in an unknown bank account in Georgia. Over the course of the past several months, Plaintiff has represented that financial statements were being mailed by Plaintiff to her counsel, yet no such statements have been provided to Defendant to date.

Plaintiff cannot continue to disregard the Court's Orders regarding the management of the leases and refuse to account for and distribute the proceeds. The funds being generated by the leases are believed to be substantial and must be diligently managed for the benefit of the Estate and its devisees. Rather than complying with her obligations, Plaintiff's actions and inactions are resulting in excessive litigation and mounting legal fees and costs for the Estate and Defendant.

Plaintiff's failure to provide accountings, keep beneficiaries updated regarding farm lease negotiations, and to properly maintain the property in dispute in this litigation also call into question her ability to discharge her duties as Personal Representative. Consequently, Defendant seeks the removal of Plaintiff as Personal Representative of the Estate for cause pursuant to S.C. Code Ann. Section 62-3-611 and the appointment of a qualified Personal Representative. Defendant further seeks an Order requiring Plaintiff to provide a full accounting of the Estate's assets from January 1, 2013 through the present, including, without limitation, an accounting of all Estate income and outlays, lease proceeds, expenses and disbursements, and the current status and value of all Estate holdings and accounts.

This Motion is based upon the South Carolina Rules of Civil Procedure, the pleadings filed herein, applicable statutory and common law, any supporting memorandum filed prior to or at the hearing on this motion, and such other arguments as may be submitted at the hearing.

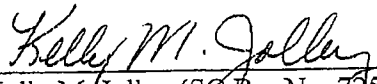
The undersigned hereby affirms that multiple attempts to resolve this matter were communicated to Plaintiff's counsel from 2013 to 2016, pursuant to SCRCP, Rule 11(a), but that such attempts have been unsuccessful.

(Intentionally left blank).

November ~~22~~, 2016
Hilton Head Island, South Carolina

Respectfully submitted,

JOLLEY LAW GROUP, LLC


Kelly M. Jolley (SC Bar No. 72573)
Ariail B. Kirk (SC Bar No. 71101)
Post Office Box 22230
Hilton Head Island, SC 29925
(843) 681-6500 - phone
(877) 513-3444 - fax

*Attorneys for Laura Weekley Segel
Individually and as Personal
Representative, Of the Estate of William
James Weekley, Deceased*

STATE OF SOUTH CAROLINA)
)
COUNTY OF HAMPTON)
)
Estate Of Willie G. Weekley, Deceased By)
Its Personal Representative, Betty W.)
Denney,)
)
Plaintiff,)
)
vs.)
)
L.C. Weekley, Laura Weekley Segel,)
Individually and as Personal Representative,)
Of the Estate of William James Weekley,)
Deceased, et al.,)
)
Defendants.)
)

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
CASE NO.: 2013-CP-25-00295

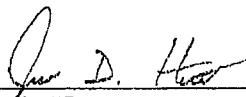
CERTIFICATE OF SERVICE

I certify that a true and accurate copy of the Defendant's Motion to Remove Personal Representative and For An Accounting has been served upon the following counsel of record by mailing a copy of the same to them, postage prepaid, in the United States mail, address as shown below this 22th day of November 2015:

G. Hamlin O'Kelley, III, Esquire
Buist, Byers & Taylor, LLC
652 Coleman Blvd., Suite 200
Charleston, SC 29464
Attorney for Plaintiff

November 22, 2016
Hilton Head Island, South Carolina

JOLLEY LAW GROUP, LLC



Jacob D. Hunt
Law Clerk to Kelly M. Jolley, Esquire
Post Office Box 22230
Hilton Head Island, SC 29925
843.681.6500 phone
877.513.3444 fax

STATE OF SOUTH CAROLINA
COUNTY OF HAMPTON

IN THE COURT OF COMMON PLEAS
FOR THE FOURTEENTH CIRCUIT
CASE NO. 2015-CP-25-065

PROBATE FILE NO. 5992.2

ESTATE OF WILLIE G. WEEKLEY,
DECEASED, BY ITS PERSONAL
REPRESENTATIVE, BETTY W.
DENNEY,

Plaintiff,

**MOTION TO DISMISS THE APPEAL
OF LAURA WEEKLEY SEGAL**

-VS.-

L.C. WEEKLEY, LAURA WEEKLEY
SEGAL, INDIVIDUALLY AND AS
PERSONAL REPRESENTATIVE OF THE
ESTATE OF WILLIAM JAMES
WEEKLEY, DECEASED, PETER SAAD
AS PERSONAL REPRESENTATIVE OF
MARY ELIZABETH WEEKLEY SAAD,
DECEASED AND AS TRUSTEE OF THE
MARY ELIZABETH SAAD TRUST,

Defendants.

FILED
2015 APR 13 PM 4:01
MAMIEA D. BETTLES
CLERK OF COURT
HAMPTON COUNTY, S.C.

TO: KELLY M. JOLLEY, ESQ.
JOLLEY LAW GROUP
ATTORNEYS FOR LAURA W. SEGAL

YOU WILL PLEASE TAKE NOTICE, that the Plaintiff in this matter will move before the Presiding Judge of Hampton County on the tenth (10th) day of service hereof or as soon thereafter as counsel may be heard for an order dismissing the appeal of Laura W. Segal of the Order of the Honorable Shelia B. Odom filed February 6, 2015, and received by her counsel on or before February 10, 2015. This appeal is untimely and was not properly served upon opposing counsel within thirty (30) days of the receipt of the Order from the Probate Court. See Rule 208(b)(1) SCACR; Rule 203(b)(5); Rule 262 SCACR; S.C. Code Ann. §62-1-308. The

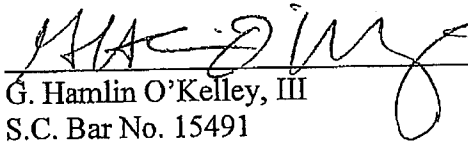
appellant in this matter failed to comply with the proper methods for perfecting an appeal from Probate Court, and, accordingly, this appeal should be dismissed.

This appeal has been filed for the purposes of further delaying the final administration of the Estate of Willie G. Weekley, who died testate in 1977 leaving that Last Will and Testament dated May 10, 1973 (the "Will"). Mr. Weekley's Estate was opened on February 28, 1983, and remains open to this day. It has yet to be fully administered.

There is no duty of consultation connected with the filing of this Motion.

Please be present to defend if so minded.

Mt. Pleasant, South Carolina
April 16, 2015

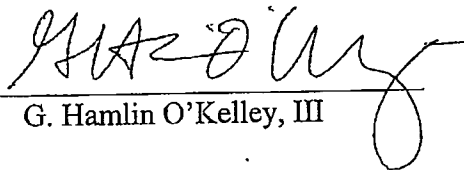

G. Hamlin O'Kelley, III
S.C. Bar No. 15491
652 Coleman Blvd., Suite 200
Mt. Pleasant, SC 29464
(843) 856-4488
Hamlin.okelley@bustbyars.com

Attorneys for Betty W. Denney, the Personal
Representative of the Estate of Willie G.
Weekley

CERTIFICATE OF MAILING

I hereby certify that on April 6, 2015, a copy of the foregoing was mailed, postage prepaid, to all counsel of record in this matter, as follows.

Kelly M. Jolley, Esq.
Jolley Law Group, LLC
P.O. Box 22230
Hilton Head Island, SC 29935


G. Hamlin O'Kelley, III

FILED
2015 APR 13 PM 4:01
MYLINDA D. NETTLES
CLERK OF COURT
HAMPTON COUNTY, S.C.
BY _____

STATE OF SOUTH CAROLINA)

COUNTY OF Hampton)

Estate of Willie G. Weekley, Deceased, by its
Personal Rep. Betty W. Denney)

Plaintiff,)

vs.)

L.C. Weekley, et al.)

Defendant.)

IN THE COURT OF COMMON PLEAS
Fourteenth JUDICIAL CIRCUIT

CASE NO.: 2015-CP-25-065

MOTION AND ORDER INFORMATION

FORM AND COVERSHEET

Plaintiff's Attorney:
G. Hamlin O'Kelley, III, Bar No. 15491
Address:
652 Coleman Blvd., Ste. 200, Mt. Pleasant, SC
29464
Phone: (843) 856-4488 Fax _____
E-mail: hamlin.okelley@buistbyars.com Other: _____

Defendant's Attorney:
Kelly M. Jolley, Bar No. _____
Address:
P.O. Box 22230
Hilton Head Island, SC 29935
Phone: _____ Fax _____
E-mail: _____ Other: _____

- ☒ **MOTION HEARING REQUESTED** (attach written motion and complete **SECTIONS I and III**)
☐ **FORM MOTION, NO HEARING REQUESTED** (complete **SECTIONS II and III**)
☐ **PROPOSED ORDER/CONSENT ORDER** (complete **SECTIONS II and III**)

SECTION I: Hearing Information

Nature of Motion: Motion to Dismiss

Estimated Time Needed: 30 mins

Court Reporter Needed: ☒ YES / ☐ NO

SECTION II: Motion/Order Type

- ☒ Written motion attached
☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Signature of Attorney for ☒ Plaintiff / ☐ Defendant

April 6, 2015
Date submitted

SECTION III: Motion Fee

- ☐ PAID - AMOUNT: \$ _____
☐ EXEMPT: (check reason) ☐ Rule to Show Cause in Child or Spousal Support
☐ Domestic Abuse or Abuse and Neglect
☐ Indigent Status ☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
☐ Motion for Stay in Bankruptcy
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions
Name of Court Reporter: _____
☐ Other: _____

JUDGE'S SECTION

- ☐ Motion Fee to be paid upon filing of the attached order.
☐ Other: _____

JUDGE CODE _____

Date: _____

FILED
2015 APR 13 PM 4:00
HILTON HEAD ISLAND
CLERK OF COURT
HAMPTON COUNTY, S.C.

CLERK'S VERIFICATION

Collected by: _____ Date Filed: _____

☐ MOTION FEE COLLECTED: \$ _____

☐ CONTESTED - AMOUNT DUE: \$ _____

SCCA 233 (11/2003)

STATE OF SOUTH CAROLINA

COUNTY OF HAMPTON

ESTATE OF WILLIE G. WEEKLEY,
DECEASED, BY ITS PERSONAL
REPRESENTATIVE, BETTY W.
DENNEY,

Plaintiff,

-VS.-

L.C. WEEKLEY, LAURA WEEKLEY
SEGAL, INDIVIDUALLY AND AS
PERSONAL REPRESENTATIVE OF THE
ESTATE OF WILLIAM JAMES
WEEKLEY, DECEASED, PETER SAAD
AS PERSONAL REPRESENTATIVE OF
MARY ELIZABETH WEEKLEY SAAD,
DECEASED AND AS TRUSTEE OF THE
MARY ELIZABETH SAAD TRUST,

Defendants.

IN THE PROBATE COURT

PROBATE FILE NO. 5992.2

**MOTION TO RECONSIDER THE
ORDER OF THIS COURT DATED
AUGUST 29, 2013**

TO: THE HONORABLE SHEILA B. ODOM
PROBATE JUDGE FOR HAMPTON COUNTY AND
STEPHEN E. CARTER, ESQ.
ATTORNEY FOR THE DEFENDATN LAURA WEEKLEY SEGAL

YOU WILL PLEASE TAKE NOTICE that the Plaintiff Betty W. Denney, as Personal Representative of the Estate of Willie G. Weekley, Deceased, LLC, by and through her undersigned attorney, pursuant to Rule 59(e) SCRPC, will move before the Honorable Shelia Odom, Probate Judge for Hampton County, at the Hampton County Courthouse, Hampton, South Carolina, on such day and at such time as the Court may appoint, more than ten (10) days after the service hereof, for an Order to reconsider this Court's Order of August 29, 2013, received by the Plaintiff's Counsel on September 6, 2013. The Plaintiff makes this Motion as the Court's

Order fails to address the issues before the Court as submitted by the Plaintiff in her Motion heard October 15, 2010, by this Court. Further, the Order addresses matters that were not before the Court and were not presented to the Court at the hearing. Lastly, the Order improperly interprets the Will of the Decedent Willie G. Weekley and substitutes the Court's opinion of the Will rather than the testator's intent. The Order also fails to specifically set forth this Court's order and ruling as to the underlying issues before it so that the Plaintiff cannot properly address any issues that may be appealable for the Court's Order. This motion will also be premised on any other issues the Plaintiff determines to be necessary prior to the hearing of this matter.

Pursuant to Rule 11 SCRPC, counsel certifies there is not duty of consultation connected with the filing of this motion.

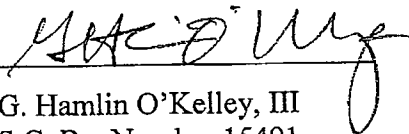
Please be present to defend if so minded.

BUIST, BYARS & TAYLOR, LLC

Mt. Pleasant, South Carolina

Sept 13, 2013

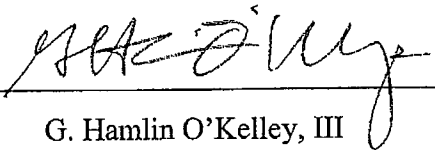
By:


G. Hamlin O'Kelley, III
S.C. Bar Number 15491
652 Coleman Blvd, Suite 200
Mt. Pleasant, SC 29464
(843) 856-4488
Hamlin.okelley@buistbyars.com

CERTIFICATE OF MAILING

I hereby certify that on Sept 13, 2013, a copy of the foregoing was mailed, postage prepaid, to all counsel of record in this matter, as follows.

Stephen E. Carter, Esq.
19 Shelter Cove Lane, Ste. 100
Hilton Head Island, SC 29928-3574



G. Hamlin O'Kelley, III

STATE OF SOUTH CAROLINA) IN THE PROBATE COURT
COUNTY OF HAMPTON) CASE NO. 5992

ESTATE OF WILLIE G. WEEKLEY,)
DECEASED, BY ITS PERSONAL)
REPRESENTATIVE, BETTY W.)
DENNEY,)
Plaintiff,)
vs.) AFFIDAVIT
L.C. WEEKLEY, LAURA WEEKLEY)
SEGAL, INDIVIDUALLY AND AS)
PERSONAL REPRESENTATIVE OF)
THE)
ESTATE OF WILLIAM JAMES)
WEEKLEY, DECEASED, PETER)
SAAD)
AS PERSONAL REPRESENTATIVE)
OF)
MARY ELIZABETH WEEKLEY)
SAAD, DECEASED AND AS TRUSTEE)
OF THE)
MARY ELIZABETH SAAD TRUST,)
Defendants.

The undersigned, being first duly cautioned and sworn, deposes and says as follows:

1. I am Laura Weekley Segel.
2. I am the granddaughter of Willie G. Weekley . ("Weekley" or "W.G. Weekley").
3. I am the daughter of William J. Weekley ("W.J. Weekley")
4. I have personal knowledge of the statements set forth by this Affidavit.
5. Willie G. Weekley died on November 6, 1977.
6. The Plaintiff, Betty Denney, is the personal representative of the estate of W. G. Weekley. She is the daughter of W.G. Weekley.

7. The W.G. Weekley estate is governed by the provisions of his Last Will and Testament ("Will").
8. By his Will, W.G. Weekley created a procedure for distributing 33 "shares" in his farm property consisting of approximately 330 acres.
9. Each share is the equivalent of 10 acres.
10. Four shares were established for the grandchildren, and 29 shares were established for the children.
11. By virtue of the provisions of Section VII, Weekley anticipated that the property would be divided among the shareholders by agreement.
12. With the shares distributed, the testator then expected the children and grandchildren to agree as to a method for dividing the 330 acre farm.
13. Some of the children transferred their shares to other family members, including the undersigned.
14. The Plaintiff complains that the transfers made over the course of several years did not comply with specific requirements of the Last Will and Testament of Weekley dated May of 1973.
15. Section III of the Will provides as follows: "In order to distribute my real estate among my sons and daughters in a manner I feel, after long and thorough deliberation, fair and equitable, I hereby, for the purpose of this instrument, divide my lands into thirty-three (33) shares of ten (10) acres each".

16. Section IV then provides:

I hereby give, devise and bequeath the shares above referred to under the terms and conditions hereinafter set forth to my children in the following proportions: William J. Weekley, eight and one-half ($8\frac{1}{2}$) shares; Doris Weekley Zahler, five (5) shares; Lucas Carroll Weekley, eight and one-half ($8\frac{1}{2}$) shares; Jasper Josiah Weekley, two and one-half ($2\frac{1}{2}$) shares; Margaret Weekley Shinar, one (1) share; Elizabeth Weekley Saad, one (1) share; Ruth Weekley Chakides, One and one-half ($1\frac{1}{2}$) shares; and Betty Weekley Denney, one (1) share.

17. Section V states:

I hereby further devise and bequeath four (4) shares equally to all of my surviving children located immediately east and west of Salkehatchie Road at the northern extremity of my land, including my home and home site. I further direct that no part of this forty (40) acres can be sold or divided without unanimous agreement of all surviving heirs. Taxes shall be shared equally by all surviving heirs. Maintenance, use of, and physical developments that occur on this forty (40) acres must have majority agreement of all surviving heirs. In this instance, each vote shall be by surviving heirs rather than by shares owned. Upon the death of my last surviving child, provided this forty (40) acres has not been disposed of prior to that time by unanimous agreement of all surviving heirs, then I further direct that this forty (40) acres be divided equally among all of my surviving grandchildren or sold at auction to the highest bidder, and the proceeds of same be distributed equally among the surviving grandchildren. Regardless of the time of sale, prior to the death of my surviving children, or after, the proceeds of the sale of this forty (40) acres, or any part thereof shall be divided equally among my then surviving grandchildren.

18. Section VI provides:

The location of each devisee's portion of land is to be determined by a majority vote of the devisees. The vote of each devisee will be in proportion to their shares. It is my desire and intention that Jasper Josiah Weekley's portion be in the "Pine Thicket". His portion will be on

the Salkchatchie Road joining the J.F. Weekley property and going back to the swamp. [Emphasis supplied]

19. Section VII states:

I hereby direct that at any time after Two (2) years of my death, that the devisees agree on the location of their portion, that the property can be divided. I further direct that any time one of the devisees desires to sell his portion of the property, that he first offer it to the remaining devisees. Should they not be able to agree on a price for the property to be sold, then the seller would choose on appraiser and the remaining devisees one appraiser and the third appraiser would be the Palmetto State Bank of Hampton, South Carolina. The average of the three appraisals would be the selling price. The devisees purchasing the property would contribute to the purchase price according to the proportions they received in Paragraph IV, and the portion so purchased would be likewise divided. [Emphasis supplied]

20. Section VIII

I further direct that from my death, until my entire estate has been distributed, as hereinabove set forth, that all decisions necessary to the management of the property be made by vote of the devisees. The vote of each devisee will be in proportion to their shares. Also, until divided, all profits and losses will likewise be proportionately divided.

21. Section XI of the Will provides that survivors of the beneficiaries who predecease the Testator shall take their parent's share *per stirpes*.

22. Weekley appointed the following children as executors: William J. Weekley, Doris Weekley Zahler, and Lucas Carroll Weekley.

23. The surviving devisees are Margaret Weekley Shinar; and Eetty Weekley Denney.

24. The undersigned inherited all of sharesⁱ owned by my father, W.J. Weekley, which included 17 shares acquired by virtue of the following events.

- a. W.J. Weekley was devised $8\frac{1}{2}$ shares pursuant to Section IV of the Will;
- b. Lucas Carroll (L.C.) Weekley gave a general warranty deed dated December 22, 1999 for all his interest to W.J. Weekley in consideration for payment of \$132,000.00. L.C. Weekley's interests included: $8\frac{1}{2}$ shares inherited by virtue of the provisions of Section IV of the Will. On December 22, 1999 and a siblings' portion under the statute of descent and distribution from the estate of Jasper Joseph Weekley w, the general warranty deed was recorded in the Office of the Clerk of Court, Hampton County, South Carolina in Deeb Book 236 at Pages 293-296. A copy of the deed is attached as Exhibit 1; and

25. In addition, the undersigned received a general warranty deed dated September 21, 2000 for 1 share from Elizabeth Weekley Sazd in consideration of payment of \$5,000.00. On September 21, 2000, the deed was recorded in the Office of the Clerk of Court, Hampton County, South Carolina in Book 246 at Pages 225-228. A copy of the deed is attached as Exhibit 2.

26. From the date of the transfers the above described transfers of shares, and continuing through the years, the farm property has been leased for farming to an unrelated third party, Paragon Produce Corporation.

27. During the year 2002, the shareholders negotiated with Paragon Produce Corporation, for the lease of the farm ground. The shareholders each signed the Lease Agreement during the summer of 2002. The Lease Agreement is dated August 15, 2002. A copy of the Lease Agreement is attached as Exhibit 3.

28. Each year, rents have been collected and distributed in accordance with the number of shares owned by each individual shareholder as calculated in accordance with the transfers.

29. Each year, all shareholders have received summaries of the distributions. Copies of summaries of distributions for the years 2001-2007, inclusive, are attached as Exhibit 4.

30. W.J. Weekley prepared the summaries of distributions until his death February, 2003.

31. I prepared summaries of distributions after the death of my father.

32. The summaries of distributions reflect the shares owned by each family member as the basis for calculation of each distribution.

33. Each of the summaries include the share sold to me as shown by paragraph 25, above.

34. Consistent with the transfer described by paragraph 24(b), above, no distributions were made to L.C. Weekley, and his share was paid to W.J. Weekley during his lifetime, and then to me.

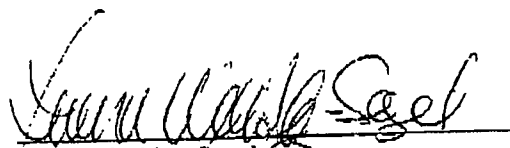
35. All shareholders have continued that course of conduct and dealing from 2001 to the present.

36. No action to challenge the transfers was filed until November 14, 2007.

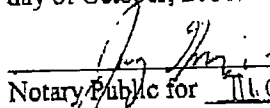
37. Betty Denny was not a party to any of the above described transfers.

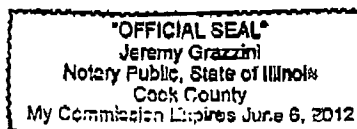
38. As a result of the transfers described by paragraphs 24(a), 24(b), and 25, above, I have expended various sums of money, including payment of \$258,000.00 for debts of W.J. Weekley, and continued to pay monies to family members after the death of W.J. Weekley.

39. Had there been any question as to the validity of the transfers described by paragraphs 24(a), 24(b), and 25, above, I would not have expended the monies stated in the preceding paragraph.


Laura Weekley Segel

SWORN to before me this 13th
day of October, 2010.


Notary Public for Ill. (C.S.)
My Commission Expires: 6/6/2012



Although W.J. devised 1.43 acres to his sister.

DOCUMENTARY REVENUE

99-2198

145.20 343.20
 COUNTY STATE
 DATE 12-22-99

RECORDED IN BOOK 2126 PG 23-296
 THIS 22ND DAY OF Dec. 1999
 AT 11:48 A.M. U.S. CLERK
 Mylinda D. Lett
 CLERK OF COURT FOR
 HAMPTON COUNTY, SOUTH CAROLINA

STATE OF SOUTH CAROLINA)
 COUNTY OF HAMPTON)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, That L.C. WEEKLEY, hereinafter referred to as GRANTOR(S), in the State aforesaid, County aforesaid, in consideration of the sum of ONE HUNDRED THIRTY-TWO THOUSAND AND NO/100 (\$132,000.00) DOLLARS, to me paid by W.J. WEEKLEY, Rt. 2 Box 113, Varnville, South Carolina 29944, hereinafter referred to as GRANTEE(S), in the State aforesaid, County aforesaid, (the receipt of which is hereby acknowledged), have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said GRANTEE(S), W.J. WEEKLEY, his heirs and assigns, the following described property, to-wit:

ALL OF THE RIGHT, TITLE AND INTEREST OF L.C. WEEKLEY, BEING THAT CERTAIN INTEREST INHERITED FROM HIS FATHER, W.G. WEEKLEY AND FROM HIS BROTHER, JASPER J. WEEKLEY, in and to the following described property, to-wit: All that certain piece, parcel or tract of land situate, lying and being near the Salkehatchie River, in Hampton County, South Carolina, the same being designated as Tract No. 2 containing 329 acres, more or less, and being more fully shown on plat appearing of record in the office of the Clerk of Court for Hampton County in Plat Book 3, page 135, and according to said plat being bounded as follows: Northeast by Big Salkehatchie Swamp; Southeast by lands of J. F. Weekley and lands of L. C. Weekley; Southeast by lands of J. F. Weekley; and on the Northeast by lands of Big Salkehatchie Cypress Lumber Company.

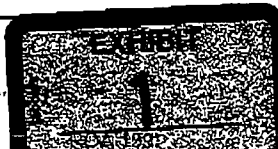
This being the property devised W.J. Weekley, L.C. Weekley, et al. under the Will of W.G. Weekley, deceased, appearing of record in the office of the Probate Court for Hampton County in Package No. 5992.

PREPARED BY OFFICE OF WILLIAM C. ANDERSON, JR., P. O. BOX 576, HAMPTON, SOUTH CAROLINA, 29924.

ARCHERBORN OFFICE
 TN 44-235
 SAT 12-22-99 PM 12:01

BOOK 2126 PAGE 293

ORIGINAL RETURNED
 TO Bill Anderson



TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said GRANTEE(S), W.J. WEEKLEY, his heirs and assigns forever.

AND the GRANTOR(S) do hereby bind himself and his Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said GRANTEE(S), W.J. WEEKLEY, his Heirs and Assigns, against himself and his Heirs and against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hands and Seals this 20 day of December, in the year of our Lord one thousand nine hundred ninety-nine and in the two hundredth and twenty-third year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED & DELIVERED
IN THE PRESENCE OF:

Lisa B. Buehler L.C. Weekley
L.C. Weekley
William J. Weekley

BOOK 236 PAGE 234

STATE OF SOUTH CAROLINA }
COUNTY OF HAMPTON }

PERSONALLY appeared before me the Undersigned and made oath that (s)he saw the within-named Grantor, L.C. Jeekley, sign, seal, and as his act and deed, deliver the within written Deed for the uses and purposes therein mentioned and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN TO BEFORE ME THIS

20 DAY OF DECEMBER, 1999.

Linda B. Bullard

Linda B. Bullard (L.S.)
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 9/09/2009

BOOK D PAGE 295

200000002828
 Filed for Record in
 HAMPTON COUNTY SC
 MYLINDA NETTLES
 On 09-21-2000 At 10:47 am.
 D-DEED 245 Page 225 - 228

200000002828
 WILLIAM C ANDERSON JR

STATE OF SOUTH CAROLINA } TITLE TO REAL ESTATE
 COUNTY OF HAMPTON }

KNOW ALL MEN BY THESE PRESENTS, That MARY ELIZABETH WEEKLEY SAAD AS TRUSTEE OF THE MARY ELIZABETH WEEKLEY SAAD TRUST DATED OCTOBER 7, 1997, hereinafter referred to as GRANTOR(S), in the State aforesaid, County aforesaid, in consideration of the sum of FIFTEEN THOUSAND AND NO/100 (\$15,000.00) DOLLARS, to her paid by LAURA W. SEGEL, c/o W.J. Weekley, Rt. 2 Box 1113, Varnville, South Carolina 29944, hereinafter referred to as GRANTEE(S), in the State aforesaid, County aforesaid, (the receipt of which is hereby acknowledged), have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said GRANTEE(S), LAURA W. SEGEL, her heirs and assigns, the following described property, to-wit:

Instrument Book Page
 200000002828 241 225

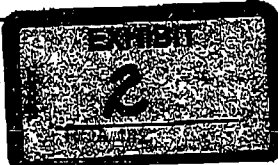
ALL OF THE RIGHT, TITLE AND INTEREST OF MARY ELIZABETH WEEKLEY SAAD, BEING THAT CERTAIN INTEREST INHERITED FROM HER FATHER, W.J. WEEKLEY, in and to the following described property, to-wit: All that certain piece, parcel or tract of land situate, lying and being near the Salkehatchie River, in Hampton County, South Carolina, the same being designated as Tract No. 2 containing 329 acres, more or less, and being more fully shown on plat appearing of record in the office of the Clerk of Court for Hampton County in Plat Book 1, page 125, and according to said plat being bounded as follows: Northeast by Big Salkehatchie Swamp; Southeast by lands of J. F. Weekley and lands of L. C. Weekley; Southeast by lands of J. F. Weekley; and on the Northeast by lands of Big Salkehatchie Cypress Lumber Company. 170-00-00-014

This being the same property conveyed to Mary Elizabeth Weekley Saad as Trustee of the MARY ELIZABETH WEEKLEY SAAD TRUST DATED OCTOBER 7, 1997 by deed recorded in the office of the Clerk of Court for Hampton County in Deed Book 242 at pages 112-115.

RECORDED THIS 21st DAY
 OF OCTOBER 2009
 IN BOOK 245 PAGE 225
 Mylinda Nettles
 COUNTY CLERK
 HAMPTON COUNTY SC

RECORDED THIS 21st DAY
 OF OCTOBER 2009
 IN BOOK 245 PAGE 225
 Mylinda Nettles
 COUNTY CLERK
 HAMPTON COUNTY SC

200000002828
 MYLINDA NETTLES
 COUNTY CLERK
 HAMPTON COUNTY SC
 On 09-21-2000 At 10:47 AM.
 REC FEE: 10.00
 STATE TAX 39.00
 COUNTY TAX 16.25



Instrument Book Page
200000002828 246 226

PREPARED BY OFFICE OF WILLIAM C. ANDERSON, JR., P.O. BOX 576,
HAMPTON, SOUTH CAROLINA, 29924, USING INFORMATION PROVIDED BY
GRANTOR/GRANTEE WITHOUT THE BENEFIT OF TITLE EXAMINATION.

TOGETHER with all and singular, the rights, members,
hereditaments and appurtenances to the said premises belonging or
in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before
mentioned unto the said GRANTEE(S), LAURA W. SEGEL, her heirs and
assigns forever.

AND the GRANTOR(S) does hereby bind herself and her
Successors, Executors and Administrators, to warrant and forever
defend all and singular the said premises unto the said GRANTEE(S),
LAURA W. SEGEL, her Heirs and Assigns, against herself and her
Successors and against every person whomsoever lawfully claiming,
or to claim the same or any part thereof.

WITNESS my Hand and Seal this 12th day of September, in
the year of our Lord two thousand and in the two hundredth and
twenty-fourth year of the Sovereignty and Independence of the
United States of America.

SIGNED, SEALED & DELIVERED
IN THE PRESENCE OF:

[Signature]
First witness sign here
[Signature]
Second witness sign here

[Signature]
Mary Elizabeth Weekley Saad, as
Trustee of the MARY ELIZABETH
WEEKLEY SAAD TRUST DATED
OCTOBER 7, 1997

Instrument Book Page
200000002828 246 227

STATE OF WASHINGTON)
COUNTY OF SPOKANE)

PERSONALLY appeared before me the Undersigned and made oath that (s)he saw the within-named Grantor, MARY ELIZABETH WEEKLEY SAAD AS TRUSTEE OF THE MARY ELIZABETH WEEKLEY SAAD TRUST DATED OCTOBER 7, 1997, sign, seal, and as her act and deed, deliver the within written deed for the uses and purposes therein mentioned and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN TO BEFORE ME THIS

12th DAY OF SEPTEMBER, 2000.

[Signature]
First Witness sign here

[Signature] (L.S.)
NOTARY PUBLIC FOR State of Washington
COMMISSION EXPIRES: 7-14-03



12/18/07 TUE 11:32 FAX 2388570851

FARM CENTER

003

PARAGON PRODUCE CORPORATION
W. J. WEEKLEY for WEEKLEY FARMS, ET AL
LEASE AGREEMENT

This CONTRACT dated this fifteenth day of August, 2002 is between Paragon Produce Corporation, a Florida Corporation whose address is 315 East New Market Road, Immokalee, Florida 34142 (hereinafter referred to as "TENANT") and W. J. Weekley, whose address is 11695 Old Salkahatchie Road, Varnville, South Carolina 29944 on behalf of Weekley Farms, Laura W. Segel, Margaret Shinar, John Chakides, Betty Denny and Mixon Zahler, hereinafter referred to as "LANDLORD") and incorporates various understandings between TENANT and LANDLORD.

Landlord hereby leases and rents to Tenant the premises described as follows:

All of that certain piece, parcel or tract of land situate, lying and being in the County of Hampton, State of South Carolina, containing three hundred twenty-nine (329) acres, according to a plat of a survey thereof made by W. H. Miley, surveyor dated December 17, 1938, being designated on said plat as Tract Number 2 and bounded on the Northeast by Big Salkahatchie Swamp; on the Southeast by lands of J. F. Weekley and lands of L. C. Weekley; on the southwest by lands of J. F. Weekley; and on the Northwest by lands of Big Salkahatchie Cypress Lumber Company.

This lease shall be in effect for the following terms:

Six (6) Months commencing July 1, 2002

Five (5) Years commencing January 1, 2003

Tenant shall pay Landlord the sum of \$150.00 (one hundred fifty dollars) per acre payable as follows:

\$22,500.00 (Twenty two thousand five hundred dollars) at contract signing

\$45,000.00 (Forty five thousand dollars) on January 1, 2003, 2004, 2005, 2006, 2007

If the land should prove farmable for tomatoes, this contract will automatically renew on January 1, 2008 for an additional five years at the rate of \$175 per acre. Otherwise, this contract will terminate on December 31, 2007.

Landlord shall provide the use of a 90' Quonset hut, a melon dock and loading shed, and an 8" well and electric motor.

Upon expiration of the lease, tenant will turn over possession of the leased premises in its present condition, reasonable wear and tear accepted. Tenant shall commit no waste to the leased premises and may not assign or sub-let the premises without the prior agreement of Landlord.

Tenant shall comply with all building, zoning and health codes and other applicable laws for said leased premises as well as regulations posted from time to time by Landlord.

Landlord reserves for themselves, their guests and invitees all hunting rights in respect to said property, it being understood that this agreement covers only the rental of the land for agricultural purposes and does not include rights to the woodlands, marshlands and 29 acres upon which Landlord intends to build. Tenant agrees that the water supply to the duck and fishpond will not be cutoff or interrupted.

Tenant shall maintain in full force and effect comprehensive tenant's liability insurance including public liability for bodily injury of at least \$1,000,000 with a carrier acceptable to Landlord. In addition, tenant will provide a certificate of insurance naming landlord as additional insured for coverage on the 90' Quonset hut, melon dock and electric motor.

Upon the partial destruction of the premises by casualty, this lease shall not end, but rent shall be abated as to the portion of the premises which are untenable. This lease shall terminate in case of condemnation of the property by legal authority as of the effective date of the taking.



10/13/2010 15:50 FAX 843 815 5991

MCNAIR BLUFFTON

019/034

12/18/07 TUE 11:32 FAX 2386578851

FARM CENTER

004

It is further understood that by their signatures to this document, all parties agree to the issuance of one check payable to W. J. Weekley, acting as trustee for the others and that one 1099 will be issued at the end of the calendar year to Mr. Weekley.

DATED August 19, 2002

W. J. Weekley for Weekley Farms
Social Security Number _____

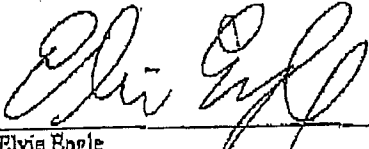
Laura W. Segel
Social Security Number _____

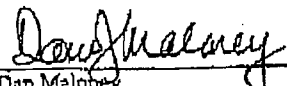
Margaret Shinar
Social Security Number _____

John Chalkides
Social Security Number _____

Betty Denny
Social Security Number _____

Mixon Zahler,
Social Security Number _____


Elvis Engle
Paragon Produce Corporation
Tenant


Dan Maloney
Six L's Packing Company, Inc. and Subsidiaries

10/13/2010 15:51 FAX 843 815 5991

MCNAIR BLUFFTON

020/034

10/10/01 100 11:02 PMA 2300010031

MARK CENTER

005

RPM :

FAX NO. : 8039439415

Aug. 13 2002 06:51PM P2

It is further understood that by their signatures to this document, all parties agree to the issuance of one check payable to W. J. Weekley, acting as trustee for the estate and that one 1999 will be issued at the end of the calendar year to Mr. Weekley.

DATED 8-12-00

W. J. Weekley
W. J. Weekley for Weekley Farms
Social Security Number 247-772-9800

Laura Segel
Laura W. Segel
Social Security Number 331-60-5044

Margaret Shinar
Margaret Shinar
Social Security Number _____

John Chakides
John Chakides
Social Security Number _____

Berry Denny
Berry Denny
Social Security Number _____

Miken Zahler
Miken Zahler
Social Security Number _____

Elvis Engle
Paragon Produce Corporation
Tenant

12/18/01 10:05 FAX 843 815 5991

FARM CENTER

10008

It is further understood that by their signatures to this document, all is agreed to the issuance of cash check payable to W. J. Weekley, acting as trustee for the others and that one 1099 will be issued at the end of the calendar year to Mr. Weekley.

DATED July 31, 2002

W. J. Weekley for Weekley Farms
Social Security Number _____

Laure W. Segel
Social Security Number _____

Margaret W. Shinar
Margaret Shinar
Social Security Number 251-24-8344

John Chakides
Social Security Number _____

Barry Denny
Social Security Number _____

Milton Zaklar
Social Security Number _____

Elvis Engle
Paragon Produce Corporation
Tomball

10/13/2010 15:51 FAX 843 815 5881

MCNAIR BLUFFTON

022/034

12/18/07 TUE 11:33 FAX 2385578851

FARM CENTER

007

08/13/02 11:15 FAX 843 834 4181

DR. DONALD ABERN:

02

FROM : CORSTAN ANESTHETISTS

FAX NO. : 843-477-8876

Aug. 13 2002

It is further understood that by their signatures in this document, all parties agree to the issuance of one check payable to W.J. Weekley, acting as trustee for the others and that one 1099 will be issued at the end of the calendar year to Mr. Weekley.

Dated August 13, 2002

W.J. Weekley for Weekley Farms
Social Security Number

Laura Segel
Social Security Number

Margaret Shinar
Social Security Number

Betty Denny
Social Security Number

Milton Zahler
Social Security Number

Below are heirs to a portion of the subject property
under the open estate of Ruth W. Chakides:

Katherine C. Gaffos
Katherine C. Gaffos
Social Security Number-250-80-0875

John H. Chakides, Jr.
John H. Chakides, Jr.
Social Security Number-250-80-0874

Philip G. Chakides
Philip G. Chakides
Social Security Number-250-80-0873

Daniel H. Chakides
Daniel H. Chakides
Social Security Number-248-17-7836

10/13/2010 15:51 FAX 848 815 5991

MCNAIR BLUFFTON

023/034

12/18/01, 100 14100 FAX 23000/0901

FARM CENTER

0008

It is further understood that by their signatures to this document, I also agree to the issuance of one check payable to W. J. Weekley, acting as trustee for the others and that one 1099 will be issued at the end of the calendar year to Mr. Weekley.

DATED 7-30-2002

W. J. Weekley for Weekley Farms
Social Security Number _____

Laura W. Segal
Social Security Number _____

Margaret Skinner
Social Security Number _____

John Chakidias
Social Security Number _____

Betty Denny
Social Security Number 249-52-0244

Miriam Zahler
Social Security Number _____

Eric Engle
Paragon Produce Corporation
Tombert

10/13/2010 15:51 FAX 843 815 5991

MCNAIR BLUFFTON

024/034

12/18/07 105 11:33 FAX 2396578051

PARM CENTER

1009

It is further understood that by their signatures to this document, all parties agree to the issuance of one check payable to W. J. Weekley, acting as trustee for the others and that one 1009 will be issued at the end of the calendar year to Mr. Weekley.

DATED

8/12/02

W. J. Weekley for Weekley Farms
Social Security Number

Laura W. Segol
Social Security Number

Margaret Shinar
Social Security Number

John Chakides
Social Security Number

Barty Denny
Social Security Number

Mixon Zuhler
Mixon Zuhler,
Social Security Number 251-15-6603

Elvis Engle
Paragon Produce Corporation
Tenant

ADDENDUM

Kuzzens, Inc. (replaces Paragon Produce Corporation). W.J. Weekley for Weekley Farms, ETAL.

Term of contract: January 1, 2008 – December 31, 2012
Acreage: 197 acres
Rate: \$175 per acre

This addendum dated this fifth day of December 2007 is between Kuzzens, Inc. whose address is 315 E. New Market Rd, Immokalee, FL 34142 herein referred to as "tenant" and Weekley Farms whose address is 11695 Old Salkehatchie Road, Varnville, South Carolina 29944 known as "land lord".

Kuzzens, Inc. shall replace Paragon Produce Corporation as tenant. The land lord shall remain the same. Acreage is reduced from 329 acres to 197 acres, which constitutes "farmable" acres for the term of this lease. All other terms of the original lease shall remain in effect.

Tenant shall pay the land lord the sum of \$175 per acre payable as follows:

\$34,475 (thirty four thousand, four hundred seventy five dollars and zero cents) on January 1, 2008, 2009, 2010, 2011 and 2012.

Laura Weekley Segel, Weekley Farms

Date

Gerard B. Odell, Jr., Kuzzens, Inc.

Date

ADDENDUM

Kuzzens, Inc. (replaces Paragon Produce Corporation). W.J. Weekley for Weekley Farms, ETAL.

Term of contract: January 1, 2008 - December 31, 2012
Acreage: 204.3 acres
Rate: \$175 per acre

This addendum dated this fifth day of December 2007 is between Kuzzens, Inc. whose address is 315 E. New Market Rd, Immokalee, FL 34142 herein referred to as "tenant" and Weekley Farms whose address is 11695 Old Salkehatchie Road, Varnville, South Carolina 29944 known as "land lord".

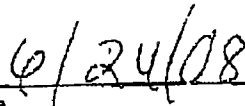
Kuzzens, Inc. shall replace Paragon Produce Corporation as tenant. The land lord shall remain the same. Acreage is reduced from 329 acres to 197 acres, which constitutes "farmable" acres for the term of this lease. All other terms of the original lease shall remain in effect.

Tenant shall pay the land lord the sum of \$175 per acre payable as follows:

\$35,752.50 (thirty five thousand, seven hundred fifty-two dollars and fifty cents) on January 1, 2008, 2009, 2010, 2011 and 2012.



Laura Weekley Segel, Weekley Farms



Date

Gerard B. Odell, Jr., Kuzzens, Inc.

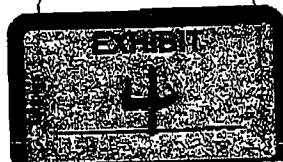
Date

5

"SIX L" RENTAL PAY FOR LAST HALF OF YEAR 200.

#	AC.	RENTAL	BOOK RENT	SURVISEY	ADJ	5% Net Chg
M. SHINAR	15	975	562.50	487.50	138	48.75
J. CHARLES	15	1125	562.50	487.50	138	56.25
L. SEGAL	10	750			138	37.5
B. DENNY	10	750	375	32.5	138	37.5
(M. ZAHLEA	67.85	(65) + 4875	+1580		138	243.75
002 Trail Sp. 7.50 Net \$ 50.						

(* ACTUAL AC. TO BE USED BY 6th TIMON SALE 14.58 7582



611 SIX L" RENTAL PAY FOR LAST HALF OF YEAR 2001

# AC.	RENT	RENT	SURVEY	INS.	5%	NET CHECK
M. SHINAR 15-(13)	975	562.50	487.50	138	48.75	863.25
J. CHAKIDES 15/	1125	562.50	487.50	138	56.25	1005.25
L. SEGRAL 10	750			138	37.50	573.50
B. PENNY 10	750	375	325	138	37.50	674.50
M. ZAHLEA 67.85(65)	+4875	+1580		138	243.75	6674.50

002 Trail Space Rent 50

(* ACTUAL AC. TO BE USED BY G.I. TIMOTHY SALVAGE
002 Total credits from M. ZAHLEA +7582

# AC.	Gross RENT	INS. 2003	5% Fee	TAXES	NET RENT
CHARLES 13	2250	138	112	64	1936
SHINAR 15-13	1950	138	97	64	1651
DENNY 10	1500	138	75	43	1244
SEAL 10	1500	138	75	43	1244
ZELER 62-65	9750	138	487	0	9125
				TIMBER SALE	1458
THIER 6 MOS RENT	4875	138	244	0	4493
				BACK LAND RENT	1580
				42.002+003 TRAILER SPACE RENT	100
					16756

WJM DEBT PAID IN FULL - 10,000

#16756

2004 - Six-Lent rec. 11/24/04 (late)

	#AC	Gross Rent	INS. 04	5% Fee	Taxes	Net
Chakides	15	2250	138	112	64	\$1936 ✓
Shinar	15-13*	1950	138	97	64	\$1651 ✓
Denny	10	1500	138	75	43	\$1244 ✓
Segal	10	1500	138	75	43	\$1244 ✓
Zahler	68-65*	9750	138	487	0	9125
				04 Trailer Rent		50
						~~\$9175~~ *

taxes due 11/15/04

6-2
fine



Tax Map # 170-00-0014

261.14 acres

1109.85

1143.15

3%

Paid late (didn't know)
Dad in hospital

1220.84

10% Time 1/2

pd
1/26/04

3732

4.25

per acre

@ reg rate

4.38

per acre

@ 3% penalty

2005 - Six-L Rent Inc 1/7/05 - cleared 1/28/05

	# acres	Gross Rent	Ins:0.5	5% fee	taxes	Net
Chakides	15	2250	138	12	74	1926
Shiner	15-13*	1950	138	97	74	1641
Denny	10	1500	138	75	50	1237
Segel	10	1500	138	75	50	1237
Zahlen	68-65*	9750	138	487	0	9125.00
				0.5 Trailer Rent		+ 50.00
						<u>9175.00</u>

sent out 2/4/05

2006 - Six L Rent Rec 1/11/06 - cleared 1/23/06

	# of acres	Gross Rent	Ins %	5% fee	taxes	Net
Chakidas	15	2250	138	112	77	1923
Shinan	15-13*	1950	138	97	77	1698
Denny	10	1500	138	75	52	1235
Segel	10	1500	138	75	52	1235
Zahler	68-65*	9250	138	487	0	9125
				66 trailer rent		+ 50 9175

Sent out 1/30/06

2007 Six'L Rent rec 1/24/07 - cleared

	# acres	gross rent	INS. '07	5% fee	Taxes	Net
Chickadee	15	2250	138	112	70	\$1910
Shiner	15.13*	1950	138	97	90	\$1625
Denny	10	1500	138	75	60	\$1227
Sejel	10	1500	138	75	60	\$1227
Zahler	68.65*	9750	138	487	0	\$9125

STATE OF SOUTH CAROLINA
COUNTY OF HAMPTON

) IN THE PROBATE COURT
)
) CASE NO. 5992

In Re: ESTATE OF WILLIE G. WEEKLEY, DECEASED

LAURA WEEKLEY SEGEL,
INDIVIDUALLY AND AS PERSONAL
REPRESENTATIVE OF THE ESTATE
OF WILLIAM JAMES WEEKLEY,
DECEASED,

Plaintiff,

vs.

BETTY W. DENNEY, PERSONAL
REPRESENTATIVE OF THE ESTATE
OF WILLIE G. WEEKLEY,
DECEASED,

Defendants.

PETITION FOR REMOVAL OF
PERSONAL REPRESENTATIVE

Laura Weekley Segel, moves this Probate Court to set remove Betty W. Denney as Personal Representative of the Estate of W. G. Weekley for cause pursuant to SC Code Section 62-3-611 (b) on the following grounds:

The Personal Representative has abused her authority, circumvented this Court's purview, and acted in direct contravention of the express provisions of the Last Will and Testament of Willie G. Weekly (the "Will"), Section VII of the Will states as follows: "I hereby direct that at any time after Two (2) years of my death, that the devisees agree on the location of their portion, that the property can be divided." The provisions of Section VII have been the subject of litigation before this Court by reason of the Personal Representative's

PROBATE COURT
HAMPTON COUNTY SC

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DATE 6/4/12

TIME 1:10

not issued an Order determining the apportionment of shares. Notwithstanding the provisions of the Will, the devisees have not agreed, "on the location of their portion, that the property can be divided."

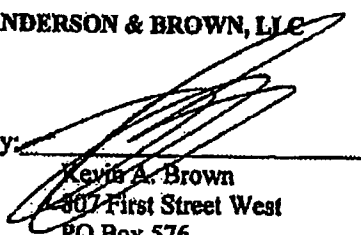
By Deed of Distribution dated September 28, 2010, the Personal Representative unilaterally divided the property. The Deed is filed of record on October 5, 2010 in Book 366 at Page 297, of the Hampton County Clerk of Court. This Deed distributes forty acres of the estate property, including the portion of the property where the former residence of W. G. Weekley is located and the property immediately across the road from it directly to the Personal Representative and to her sister Margaret Shinar in fee simple, without regard for the express provisions of Paragraph V the Last Will and Testament of W. G. Weekley, which gave to the Personal Representative and her siblings only a life estate with power of sale, and a remainder interest to the grandchildren of the decedent. She has not filed an accounting with this Court showing the distribution of estate assets, nor otherwise given notice to the heirs and beneficiaries of the Estate.

By her actions the Personal Representative has mismanaged the estate, ignored the express provisions of the Will, converted the property of the Estate to her own use and benefit, and satisfied her individual desires over the intent of the Testator, the entitlements of the heirs, and any decision of this Court. The issues of allocation and distribution of the property is squarely before this Court. By her actions, the Personal Representative has skipped over the judicial process, and ignored this Court's authority.

- REMAINDER INTENTIONALLY LEFT BLANK -

IN VIEW OF THE FOREGOING, Petitioner respectfully submits this Probate Court should enter an Order removing Betty W. Denny as Personal Representative of the Estate of W. G. Weekley for cause pursuant to SC Code Section 62-3-611 (b).

ANDERSON & BROWN, LLC

By: 

Kevin A. Brown
807 First Street West
PO Box 576
Hampton South Carolina 29924
Phone (803) 943-2483

Stephen E. Carter
Carter Law Firm
S.C. Bar No. 12859
100 WatersEdge
Hilton Head Island, SC 29928
scarter@carter-law.net
843-785-5900
**ATTORNEYS FOR
LAURA WEEKLEY SEGEL**

June 4, 2012

STATE OF SOUTH CAROLINA

COUNTY OF HAMPTON

) IN THE PROBATE COURT

) CASE NO. 5992

In Re: ESTATE OF WILLIE G. WEEKLEY, DECEASED

LAURA WEEKLEY SEGEL,
INDIVIDUALLY AND AS PERSONAL
REPRESENTATIVE OF THE ESTATE
OF WILLIAM JAMES WEEKLEY,
DECEASED,

Plaintiff,

vs.

BETTY W. DENNEY, PERSONAL
REPRESENTATIVE OF THE ESTATE
OF WILLIE G. WEEKLEY,
DECEASED,

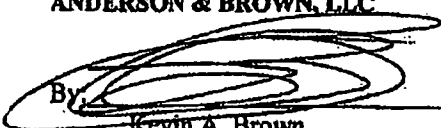
Defendant.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the Defendant's Motion was this date served upon the Plaintiff's counsel of record by electronic mail transmission and by placing a copy of the same in the United States Mail, postage prepaid, and sent to its last known address as follows:

G. Hamlin O'Kelley, III, Esquire
Buist, Byars & Taylor, LLC
652 Coleman Blvd., Suite 200
Mount Pleasant, SC 29464

ANDERSON & BROWN, LLC

By: 

Kevin A. Brown
807 First Street West
PO Box 576
Hampton South Carolina 29924
Phone (803) 943-2483

June 4, 2012

IN THE PROBATE COURT

PROBATE FILE NO. 5992.2

Plaintiff,

**THE PLAINTIFF'S MOTION FOR
SUMMARY JUDGMENT**

-VS,-

Defendants.

YOU WILL PLEASE TAKE NOTICE that the Plaintiff Betty W. Denney, as Personal Representative of the Estate of Willie G. Weekley, Deceased, LLC, by and through her undersigned attorney, will move before the Honorable Shelia Odom, Probate Judge for Hampton County, at the Hampton County Courthouse, Hampton, South Carolina, on such day and at such time as the Court may appoint, more than ten (10) days after the service hereof, for an Order granting the Plaintiff a judgment as a matter of law regarding the conveyances described in Paragraph 9 of Plaintiff's Complaint as being inappropriate and in violation of the will of Willie G. Weekley dated May 10, 1973.

Specifically, the Plaintiff seeks an order granting her judgment as a matter of law pursuant to those conveyances from L.C. Weekley to W.J. Weekley (conveying L.C. Weekley's intent in Tract 2 on a plat by W.A. Miley dated December 17, 1938, filed in Plat Book 3, Page 135 in Hampton County Records) under the 1) will of Willie Gelzer Weekley and/or Death of Jasper J. Weekley by deed filed on December 20, 1999, in Hampton County in Book 236 at Page 283 and the deed from Mary Elizabeth Weekley Saad as Trustee of the Mary Elizabeth Weekley Saad Trust dated October 7, 1997, to Laura W. Segal (conveying all of the Trust interest in Tract 2 received from the Trustee's father W.G. Weekley) which deed is filed in Hampton County in Book 246 at Page 225.

Pursuant to Rule 11 SCRPC, counsel certifies there is not duty of consultation connected with the filing of this motion.

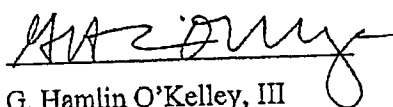
Please be present to defend if so minded.

BUIST, BYARS & TAYLOR, LLC

Mt. Pleasant, South Carolina

9/24, 2009

By:

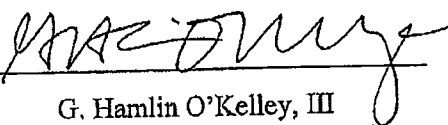

G. Hamlin O'Kelley, III
S.C. Bar Number 15491
652 Coleman Blvd, Suite 200
Mt. Pleasant, SC 29464
(843) 856-4488
gokelley@buistbyars.com

CERTIFICATE OF MAILING

I hereby certify that on 9/24, 2009, a copy of the foregoing was mailed, postage prepaid, to all counsel of record in this matter, as follows.

Stephen E. Carter
McNair Law Firm, PA
P.O. Drawer 3
Hilton Head Island, SC 29938

Kevin A. Brown, Esq.
Anderson & Brown, LLC
P.O. Box 576
Hampton, SC 29924


G. Hamlin O'Kelley, III

STATE OF SOUTH CAROLINA

COUNTY OF HAMPTON

ESTATE OF WILLIE G. WEEKLEY,
DECEASED, BY ITS PERSONAL
REPRESENTATIVE, BETTY W.
DENNEY,

Plaintiff,

-vs.-

L.C. WEEKLEY, LAURA WEEKLEY
SEGAL, INDIVIDUALLY AND AS
PERSONAL REPRESENTATIVE OF THE
ESTATE OF WILLIAM JAMES
WEEKLEY, DECEASED, PETER SAAD
AS PERSONAL REPRESENTATIVE OF
MARY ELIZABETH WEEKLEY SAAD,
DECEASED AND AS TRUSTEE OF THE
MARY ELIZABETH SAAD TRUST,

Defendants.

IN THE PROBATE COURT

PROBATE FILE NO. 5992.2

**THE PLAINTIFF'S REPLY TO THE
ANSWER AND COUNTERCLAIM OF
THE DEFENDANT
LAURA WEEKLEY SEGAL**

TO: KEVIN A. BROWN, ESQ.
ANDERSON & BROWN, LLC
ATTORNEYS FOR THE DEFENDANT LAURA WEEKLEY SEGAL

THE PLAINTIFF, Estate of Willie G. Weekley, Deceased, by its Personal Representative Betty W. Denney (the "Plaintiff"), by and through its undersigned counsel, replying to the Answer and Counterclaim of the Complaining of the Defendant Laura Weekley Segal (hereinafter the "Defendant") alleges and states as follows:

1. Each and every allegation of the Defendant's Answer and Counterclaim not admitted, denied or otherwise qualified herein is hereby deemed denied, and the Plaintiff demands strict proof thereof.

{00099185.DOC}

2. The Plaintiff is not required to respond to the allegations of Paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 of the Defendant's Answer and Counterclaim as these Paragraphs constitute the Defendant's answer and affirmative defenses to the allegations raised in the Plaintiff's Complaint. To the extent the allegations of said Paragraphs warrant a reply, the Plaintiff denies same and demands strict proof thereof.

3. In replying to Paragraph 16 of the Defendant's Answer and Counterclaim, the Plaintiff repeats and realleges Paragraphs 1 and 2 above as though repeated herein verbatim.

4. The Plaintiff is not required to respond to the allegations of Paragraphs 17, and 18 of the Defendant's Answer and Counterclaim as the allegations of said Paragraph constitute legal conclusions to which no reply is warranted. To the extent the allegations of said Paragraph warrant a reply, the Plaintiff denies same and demands strict proof thereof.

5. The Plaintiff denies the allegations of Paragraph 19 of the Plaintiff's Complaint, and demands strict proof thereof.

**FOR A FURTHER ANSWER
AND AFFIRMATIVE DEFENSE
AND BY WAY OF A MOTION TO DISMISS**

6. The Plaintiff would allege and show that the Defendant has failed to state a claim upon which relief can be granted and, therefore, the Defendant's Answer and Counterclaim should be dismissed pursuant to Rule 12(b)(6) SCRCF.

**FOR A FURTHER ANSWER
AND BY WAY OF A SECOND AFFIRMATIVE DEFENSE**

7. The Plaintiff would allege and show that the Defendant is in default pursuant to Rule 55 SCRCF, and, as such, the Plaintiff's claims are barred.

**FOR A FURTHER ANSWER
AND BY WAY OF A THIRD AFFIRMATIVE DEFENSE**

8. The Plaintiff would allege and show that the Defendants' claims, if any, and none of which are admitted, are barred by the doctrines of waiver, estoppel or laches as the Defendant failed to raise these claims at the time of the appointment of the Personal Representative, and, as such these claims are barred.

**FOR A FURTHER ANSWER
AND BY WAY OF A FOURTH AFFIRMATIVE DEFENSE**

9. The Plaintiff would allege and show that the Defendants' claims, if any, and none of which are admitted, are barred by the Defendants' own illegal actions as more fully set forth in the Plaintiff's Complaint.

**FOR A FURTHER ANSWER
AND BY WAY OF A FIFTH AFFIRMATIVE DEFENSE**

10. The Plaintiff would allege and show that the Defendants' claims, if any, and none of which are admitted, are barred by the Defendants' own fraudulent actions as more fully set forth in the Plaintiff's Complaint..

**FOR A FURTHER ANSWER
AND BY WAY OF A SIXTH AFFIRMATIVE DEFENSE**

11. The Plaintiff would allege and show that the Defendants' claims, if any, and none of which are admitted, are barred by and all such further defenses as may be discovered during the prosecution of this case.

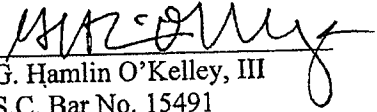
WHEREFORE, the Plaintiff prays that this Court enters its Order as follows:

1. Dismissing the Defendant's Answer and Counterclaim;
2. Granting the Plaintiff the relief sought in the Plaintiff's Complaint;
3. Granting any and all such further relief as this Court may deem just and proper.

Mt. Pleasant, South Carolina

Feb. 21, 2008

BUIST, BYARS & TAYLOR, LLC

By: 
G. Hamlin O'Kelley, III
S.C. Bar No. 15491
652 Coleman Boulevard, Suite 200
Mt. Pleasant, South Carolina 29464
Phone: (843) 856-4488
Fax: (843) 388-1938
Email: gokelley@buistbyars.com

) IN THE PROBATE COURT

) PROBATE FILE NO. 5992.2

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**THE PLAINTIFF'S MOTION TO
DISMISS THE ANSWER AND
COUNTERCLAIM OF THE
DEFENDANT
LAURA WEEKLEY SEGAL**

TO: KEVIN A. BROWN, ESQ.
ANDERSON & BROWN, LLC
ATTORNEYS FO THE DEFENDANT LAURA WEEKLEY SEGAL

YOU WILL PLEASE TAKE NOTICE that the Plaintiff will move before the Honorable Shelia Odom, Probate Judge for Hampton County, on the tenth day after service hereof or as soon thereafter as counsel may be heard, for an Order dismissing the Defendant's Answer and Counterclaim pursuant to Rule 12 SCRPC on the grounds that the Defendant did not answer the Complaint within thirty (30) days after service as demonstrated by the Affidavit of Default filed with this Court on February 11, 2008, and

demonstrating that the Defendant is in default pursuant to Rules 6 and 55 of the South Carolina Rules of Civil Procedure.

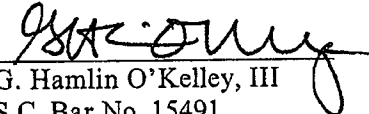
Pursuant to Rule 11 SCRPC, counsel certifies that there is no duty of consultation connected with the filing of this Motion.

Please be present to defend if so minded.

Mt. Pleasant, South Carolina

Feb. 21, 2008

BUIST, BYARS & TAYLOR, LLC

By: 
G. Hamlin O'Kelley, III
S.C. Bar No. 15491
652 Coleman Boulevard, Suite 200
Mt. Pleasant, South Carolina 29464
Phone: (843) 856-4488
Fax: (843) 388-1938
Email: gokelley@buistbyars.com

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF HAMPTON	)	CASE NUMBER: 5992.2
	)	
Estate of Willie G. Weekley,	)	
deceased, by its Personal	)	
Representative, Betty W. Denney,	)	
	)	
Plaintiff,	)	
	)	
Vs.	)	
	)	<u>ANSWER AND COUNTERCLAIM</u>
L. C. Weekley, Laura Weekley	)	
Segel, Individually and as	)	
Personal Representative of the	)	
Estate of William James Weekley,	)	
Deceased, Peter Saad as Personal	)	
Representative of Mary Elizabeth	)	
Weekley Saad, Deceased and Peter	)	
Saad as Trustee of the Mary	)	
Elizabeth Saad Trust,	)	
	)	<u>(JURY TRIAL DEMANDED)</u>
Defendants.	)	

The Defendant, Laura Weekley Segel, Individually and as Personal Representative of the Estate of William James Weekley, answering the allegations contained in the Complaint, alleges as follows:

1. That Laura Weekley Segel, Individually and as Personal Representative of the Estate of William James Weekley denies each and every allegation of the Complaint not hereinafter specifically admitted, explained or qualified.

FOR A FIRST DEFENSE
(General Denial)

2. That Laura Weekley Segel, Individually and as Personal Representative of the Estate of William James Weekley admits paragraphs One (1), Two (2), Three (3), and Four (4) of the Plaintiff's Complaint.

3. That Laura Weekley Segel, Individually and as Personal Representative of the Estate of William James Weekley lacks sufficient information to form a belief as to paragraphs Five (5), Six (6), and Seven (7), of the Plaintiff's complaint and therefore denies the same and demands strict proof thereof.

4. That Laura Weekley Segel, Individually and as Personal Representative of the Estate of William James Weekley denies paragraphs Eight (8), Eleven (11), and Twelve (12) of the Plaintiff's Complaint and would demand strict proof thereof.

5. That Laura Weekley Segel, Individually and as Personal Representative of the Estate of William James Weekley admits so much of Paragraphs nine (9) and Ten (10) as alleges that the transactions occurred. The Defendant Laura Weekley Segel, Individually and as Personal Representative of the Estate of William James Weekley denies the remaining portions of these paragraphs of the Plaintiff's Complaint, especially the allegations that these transactions were inappropriate and/or unauthorized and would demand strict proof thereof.

FOR A SECOND DEFENSE
(Laches)

6. Paragraphs One (1) through Five (5) are incorporated herein as if repeated verbatim.

7. The Plaintiff and all of the other heirs of Willie Gelzer Weekley were aware of all transactions involving the real estate of Willie Gelzer Weekley described as inappropriate in the Plaintiff's Complaint. No objections to these transactions were made, either formally or informally, until the appointment of the Plaintiff as Personal Representative of the Estate of Willie Gelzer Weekley and the filing of this complaint in the year 2007.

8. The Plaintiff and the other heirs have made no objections to the transfers. The delay on behalf of the other plaintiff in making these objections constitutes an unreasonable delay as matter of law.

9. During that time period the property has greatly increased in value, the Defendant Laura Weekley Segel and her predecessor in title have continued to make payments on the note and mortgage to Lucas Carroll Weekley in reliance on the lack of objection by the Plaintiff and the other heirs, and to rescind and revoke these transactions now would be unjust and inequitable and would greatly prejudice the Defendants.

FOR A THIRD DEFENSE
(Compliance with Testator's Intent)

10. Paragraphs One (1) through Nine (9) are incorporated herein as if repeated verbatim.

11. Paragraph Seven (VII) of the Last Will and Testament of Willie Gelzer Weekley provides that if any of the devisees desires to sell his or her portion, that it be first offered to the other devisees. At the time of each conveyance referenced in the Plaintiff's complaint, all of the devisees of Willie Gelzer Weekley were aware that the transactions were taking place, however none of the other devisees expressed any interest in joining in the purchase of the respective interests. None of the other devisees raised any objection to the purchase of the property by the Defendant Laura Weekley Segel or her predecessors in title. That the transfers do in fact comply with the intent of the testator in that all transfers were made to either a devisee or lineal descendant of the testator Willie Gelzer Weekley.

FOR A FOURTH DEFENSE
(Estoppel)

12. Paragraphs One (1) through Eleven (11) are incorporated herein as if repeated verbatim.

13. The Plaintiff and the other devisees, Margaret Shinar, Ruth Chakides, and William James Weekley, deceased had several surveys made of the real property in question between the years 2000 and 2003 in an attempt to agree on a final division of the property.

14. All of these division surveys were made in contemplation of the transfers now being questioned by the Plaintiff and this action, and the acreage of the real property was divided in those surveys based on a reliance that these transfers were valid and undisputed by the Plaintiff and the other devisees. These surveys were reviewed by the Plaintiff and other devisees and no objection to the transfers was raised by the Plaintiff or other devisees at that time.

15. The Defendant and her predecessors in title have relied on the silence of the Plaintiff and the other devisees, and the sudden change in position by the Plaintiff and other devisees would greatly damage the interests of the Defendant Laura Weekley Segel and of the Estate of William James Weekley.

FOR A FIFTH DEFENSE – COUNTERCLAIM
(Removal of Personal Representative)

16. Paragraphs One (1) through Fifteen (15) are incorporated herein as if repeated verbatim.

17. The Plaintiff has a duty to the Defendant and other heirs of Willie Gelzer Weekley to administer his estate promptly and in compliance with the terms of the Last Will and Testament.

18. Upon information and belief no part of the property in question is necessary for the administration of the Estate. There are no unpaid bills for the Estate and the Plaintiff's complaint alleges that there is no personal property in the estate.

19. Under the common law of South Carolina, real property vests in the devisees upon the death of the decedent, subject only to the rights of the Personal Representative to use the property for the administration of the estate. The Plaintiff's duty to the heirs of Willie Gelzer Weekley require her to administer the estate as expeditiously as possible and with deference to the agreements between the heirs unless the property is necessary for the administration of the estate. Plaintiff has breached that duty by bringing this action, incurring additional attorneys fees and costs that must be borne by the estate unnecessarily.

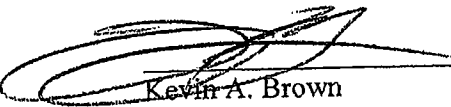
Wherefore having fully answered the Plaintiff's Complaint, the Defendant would respectfully request that:

- 1) That the Plaintiff's complaint be dismissed with prejudice and that the Defendant be awarded costs and attorney fees for having to defend this action.
- 2) That the Plaintiff be removed as Personal Representative of the Estate of Willie Gelzer Weekley, and that some other appropriate person be appointed.

3) And for such other and further relief as this Court may deem just and proper.

RESPECTFULLY SUBMITTED,

ANDERSON & BROWN, LLC



Kevin A. Brown

PO Box 576

Hampton, SC 29924

(803) 943-2483

Attorneys for the Defendant Laura
Weekley Segel

February 13th, 2008
Hampton, South Carolina

STATE OF SOUTH CAROLINA) IN THE PROBATE COURT

COUNTY OF HAMPTON) CASE NUMBER: 5992.2

Estate of Willie G. Weekley,)
deceased, by its Personal)
Representative, Betty W. Denney,)

Plaintiff,)

Vs.)

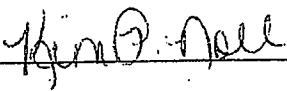
CERTIFICATE OF SERVICE

L. C. Weekley, Laura Weekley)
Segel, Individually and as)
Personal Representative of the)
Estate of William James Weekley,)
Deceased, Peter Saad as Personal)
Representative of Mary Elizabeth)
Weekley Saad, Deceased and Peter)
Saad as Trustee of the Mary)
Elizabeth Saad Trust,)

Defendants.)

I, the undersigned, an employee of Anderson & Brown, LLC, attorneys for **Laura Weekley Segel, Individually and as Personal Representative of the Estate of William James Weekley** do hereby certify that I have served the foregoing Answer by personally depositing in a United States Postal Service mail box a copy of the same, postage prepaid, addressed to the following:

**James M. Herring, Esquire
Buist, Byars & Taylor, LLC
652 Coleman Blvd., Suite 200
Mount Pleasant, South Carolina 29464**



February 13, 2008

COPY

STATE OF SOUTH CAROLINA

COUNTY OF HAMPTON

ESTATE OF WILLIE G. WEEKLEY,
DECEASED, BY ITS PERSONAL
REPRESENTATIVE, BETTY W
DENNEY,

Plaintiff,

-vs.-

L.C. WEEKLEY, LAURA WEEKLEY
SEGAL, INDIVIDUALLY AND AS
PERSONAL REPRESENTATIVE OF THE
ESTATE OF WILLIAM JAMES
WEEKLEY, DECEASED, PETER SAAD
AS PERSONAL REPRESENTATIVE OF
MARY ELIZABETH WEEKLEY SAAD,
DECEASED AND AS TRUSTEE OF THE
MARY ELIZABETH SAAD TRUST,

Defendants.

IN THE PROBATE COURT

PROBATE FILE NO. 5992

~~07-CP-25~~ 5992.2

COMPLAINT

THE PLAINTIFF Complaining of the Defendants herein respectfully shows the Court that:

1. That she brings this action in her capacity as Successor Personal Representative of the Estate of Willie G. Weekley, deceased (her father) by appointment dated July 14, 2006.
2. Those named as individual and/or representative Defendants, having public record involvement under the various proceedings and/or transactions identified in paragraph 9 below, are named parties to this action in order that all issues presented can be addressed and resolved.
3. The subject matter of this action relates to various activities impacting the estate of Willie G. Weekley (which is still open) and to real property involved in that estate and located in this county and state. All issues and all parties are subject to the jurisdiction of this Court.

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11:10 AM

4. The estate of her father was first opened on February 28, 1983 and remains open and not yet fully administered.

5. As part of her effort to complete and close the processing of the estate, she has commissioned an inventory of the estate assets, both real property and personalty.

6. In that effort she has been unable to locate any personal property.

7. As a result of her effort to inventory the real estate involved in her father's estate, she has retained the services of a title abstractor familiar with Hampton County, South Carolina public records.

8. Based on the abstractor's report, she has determined that certain real estate assets of her father's estate have been conveyed or sold without:

(1) first complying within probate court procedures including the requirement/need for court sanction and approval and the issuing of Deeds of Distribution indicating both notice to and approval of the Probate Court and/or;

(2) Interfamily transfers without Notice to and approval of other members of the family as required by Articles VI, VII and VIII of the Will.

9. These inappropriate transactions include:

(a) Conveyances from L.C. Weekley to W.J. Weekley (conveying L.C. Weekley's intent in Tract 2¹ under (1) Will of Willie Gelzer Weekley and/or; (2) Death of Jasper J. Weekley by Deed filed on 12/20/1999 in Hampton County Deed Book 236 at Page 283.

¹ This 'Tract 2' is reference to Tract 2 on plat by W A. Miley dated December 17, 1938 filed in Plat Book 3, Page 135 in Hampton County Records. This plat was the agreed upon division regarding Estate of J.J. Weekley, deceased. See also Deed Book 31 at Page 120

- (b) Mortgage from William James Weekley to Lucas Carroll Weekley dated 12/20/1999 and filed in Hampton County Mortgage Book 260 at Page 271.
- (c) Deed from Mary Elizabeth Weekley Saad to Mary Elizabeth Weekley Saad Trust dated 10/7/1997 (conveying her interest in Tract #2 originally the property of her father Willie Gelzer Weekley) being dated 5/8/2000 and filed in Hampton County Public Records in Deed Book 242 at Page 112.
- (d) Deed from Mary Elizabeth Weekley Saad as Trustee of the Mary Elizabeth Weekley Saad Trust dated 10/7/1997 to Laura W. Segal (conveying all the Trust interest in Tract 2 received from her father W.G. Weekley) which deed is filed in Hampton County Public Records in Deed Book 246 at Page 225.

10. In addition to these inappropriate and/or unauthorized transfers of real estate listed above the title abstract research commissioned by the Plaintiff also revealed a series of transactions as follows:

Conveyances from Ruth W. Chakides, Betty W. Denney, Laura W. Segal, Margaret W. Shinar and William J. Weekley to Mixon S. Zahler, Jr. (by which they conveyed all their rights and interest in and to a 50.00 acre parcel and a 17.857 acre parcel – out of tract #2) by deeds recorded in Deed Book 276 at Page 293 and Deed 248 a Page 9.

Investigation of these records reveals that the documents confirm adequate and informal compliance² with Articles VI, VII and VIII of the Will of Willie Gelzer Weekley thus placing these transactions outside of those that need to be challenged.

² including unanimous approval of all heirs.

11. On information and belief, those identified transactions (§9 above) were inappropriate, invalid and/or inconsistent with the Will and/or probate court procedures.

12. On information and belief, the Plaintiff is obliged to challenge these §9 transactions and she accordingly does so seeking an Order that:

- (a) Declares each questioned transaction invalid, and/or;
- (b) Mandates rescission of these conveyances that would restore the participants to their prior posture in all regards.

WHEREFORE, Plaintiff prays that the court inquire into the issues presented and that the Court:

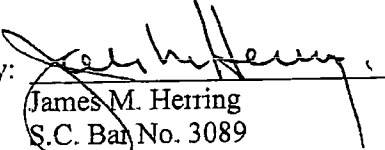
- 1. Declare all §9 transactions initial transactions invalid;
- 2. Order rescission of each challenged transaction and restitution of the various parties to their pre-conveyance status; and
- 3. All such further relief as the Court may deem proper.

Bluffton, South Carolina

November 8, 2007

BUISI, BYARS & TAYLOR, LLC

By:


James M. Herring
S.C. Bar No. 3089
First Citizens Bank Building
One Westbury Park Way, Suite 101
PO Box 1470
Bluffton, SC 29910
(843) 815-4100
jherring@buisbyars.com

STATE OF SOUTH CAROLINA

COUNTY OF HAMPTON

Ex Parte:
BETTY W. DENNEY,

In Re:
ESTATE OF WILLIE GELZER
WEEKLEY, deceased and/or its sole
surviving executor/Personal Representative
Lucas Carroll Weekley

) IN THE PROBATE COURT

) PROBATE FILE NO. 5992

) PETITION FOR APPOINTMENT OF
) SUBSTITUTE/REPLACEMENT
) PERSONAL REPRESENTATIVE

AT TRUE COPY

Sheila B. Odom, Probate Judge
Hampton County SC

Date June 19, 2006

NOW COMES THE UNDERSIGNED BETTY WEEKLEY DENNEY, who first being
duly sworn, petitions the Court as follows:

1. She is one of the children of the deceased William Gelzer Weekley and was/is a sister to the originally named executors William J. Weekley, Doris Weekley Zahler and Lucas Carroll Weekley. Her address is PO Box 96, Barwick, GA 31720.
2. Two of the three original executors (William J. Weekley and Doris Weekley Zahler) are now deceased and no replacement for them has been appointed. The address of Lucas Carroll Weekley, currently the only Executor/Personal Representative, is 401 Shaw Drive, Hampton, SC 29924.
3. All issues presented arise out of
 - (a) the death of her father, Willie Gelzer Weekley on November 6, 1977;
 - (b) the initial Probate Court proceedings commenced on or about February 28, 1983 pursuant to the directions in his Last Will and Testament dated May 19, 1973; as
 - (c) filed by William J. Weekley, Doris Weekley Zahler and Lucas Carroll Weekley, all being adult children of the deceased and named in the Will as those to become executors.

4. A full review of the Probate Court records show:

- a. a Petition to Admit the Will in complete form, along with an initial inventory, all dated February 28, 1983;
- b. affidavits as to the authenticity of the Will which were obtained and filed; and
- c. that the Probate Court duly issued Letters of Administration of the Last Will to William J. Weekley, Doris Weekley Zahler and Lucas Carroll Weekley, on or about April 2, 1983.

5. A review of an abstract of a certified copy of the Probate Court records reflect no activity since April 2, 1983.

6. She is concerned that the passage of time without a complete administration of the estate of her father, together with the death of some of the original devisees while the estate is still open, is inappropriate and requires attention to avoid further delay in the execution of the decedent's Last Will and judicial resolution of all open items.

7. She is informed and believes that:

- a. the initial Inventory of Assets of the decedent, which showed limited personal property and substantial real estate assets need to be completed in so far as possible;
- b. an accurate listing of any (all) debtors and/or creditors of the decedent needs to be created;
- c. the directions in the will as to division/distribution of the assets needs to be applied to the assets identified and then implemented, in the normal course with notice to all devisees and/or their successor assigns;
- d. any and all other items essential to the honoring of the Will and the statute and common law of South Carolina shall be completed and;
- e. after determination that all debts due have been paid and estate tax closing letters obtained and then final distributions made, after notice

to all concerned and this Court's prior approval of the Plan of Distribution;

f. the estate should be closed.

8. She is informed and believes that she along with retained counsel is able and competent to commence and complete, with the Court's supervision and approval all steps necessary, and possible, at this time, to continue and complete the administration of the estate of her father, William Gelzer Weekley, deceased.

VERIFICATION

The undersigned, being sworn, states that the facts set forth in the foregoing statement are true to the best of the undersigned's knowledge, information and belief; and hereby submits to the Court's jurisdiction in this matter.

SWORN to before me this 1st
day of May, 2006.

Amy C. Byars
Notary Public for Brooks County
My Commission Expires: Oct 26, 2008

Notary Public, Brooks County, Georgia
My Commission Expires Oct. 26, 2008

Signature: Betty W. Denny
Name: Betty W. Denny
Address: P.O. Box 96
Barwick, GA.
Telephone (O): _____
(H): 229-735-2005

BUIST, BYARS, PEARCE & TAYLOR, LLC

Bluffton, South Carolina

May 24, 2006

By: James M. Herring
James M. Herring
S.C. Bar No. 3089
One Westbury Park Way, Suite 101
PO Box 1470
Bluffton, SC 29910
(843) 815-4100
jherring@buistbyars.com

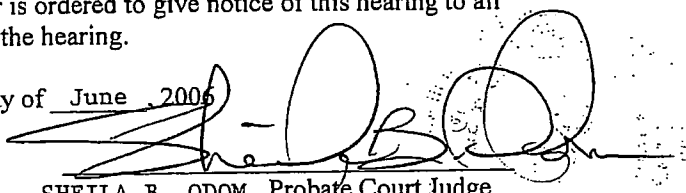
ORDER FOR HEARING

IT IS HEREBY ORDERED that a hearing on the matter be set for:

DATE: July 14, 2006
TIME: 11:00 O'clock A. M.
PLACE: Hampton County Council Chambers (201 W. Jackson Ave. Hampton SC 29924
B. T. DeLoach Building)

Pursuant to Section 62-1-401, the petitioner is ordered to give notice of this hearing to all interested persons at least twenty (20) days prior to the hearing.

Executed this 19th day of June, 2006


SHEILA B. ODOM, Probate Court Judge

ORDER OF APPOINTMENT

IT IS HEREBY ORDERED that the above application/petition for successor Personal Representative(s) be

☐ GRANTED ☐ DENIED

Executed this _____ day of _____, 2006

_____, Probate Court Judge

QUALIFICATION AND STATEMENT OF ACCEPTANCE

I accept this appointment and agree to perform the duties and discharge the trust of the office of Personal Representative of this estate.

Signature: _____
Name: _____
Address: _____

Telephone (O): _____
(H): _____

Attorney: _____
Address: _____

Telephone: _____

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF HAMPTON	)	CASE NO. 5992.2
	)	
ESTATE OF WILLIE G. WEEKLEY,	)	BETTY W. DENNEY'S ANSWERS
DECEASED, BY ITS PERSONAL	)	TO LAURA WEEKLEY SEGAL'S
REPRESENTATIVE, BETTY W. DENNEY,	)	FIRST SET OF INTERROGATORIES
Plaintiff,	)	
vs.	)	
	)	
L.C. WEEKLEY, LAURA WEEKLEY	)	
SEGAL, INDIVIDUALLY AND AS	)	
PERSONAL REPRESENTATIVE OF THE	)	
ESTATE OF WILLIAM JAMES WEEKLEY,	)	
DECEASED, PETER SAAD AS PERSONAL	)	
REPRESENTATIVE OF MARY	)	
ELIZABETH WEEKLEY SAAD,	)	
DECEASED AND AS TRUSTEE OF THE	)	
MARY ELIZABETH SAAD TRUST,	)	
	)	
Defendants.	)	

TO: STEPHEN E. CARTER, ESQ.
MCNAIR LAW FIRM, P.A.
ATTORNEYS FOR LAURA WEEKLEY SEGAL

Betty W. Denney answers Laura Weekley Segal's First Set of Interrogatories as follows:

ANSWERS TO INTERROGATORIES

1. Please identify the individuals who provided information for answering these Interrogatories. State the full name, address, occupation and title of each person answering these Interrogatories and state the capacity in which the individual or entity is answering these Interrogatories.

ANSWER: The Plaintiff objects to this Interrogatory on the grounds that it seeks information protected by the attorney-client privilege and/or the work product doctrine.

2. Identify all witnesses in the following categories:

(a) Identify any person(s) known to you or your counsel who has any knowledge of any facts or circumstances which you believe support or may support your allegations and contentions in the above-entitled action. Briefly describe the nature and extent of each person's knowledge.

ANSWER: Betty W. Denney
P.O. Box 96
Barwick, GA 31720

If called, Ms. Denney is expected to testify as to her role as Successor Personal Representative of the Estate of Willie G. Weekley (her father), her efforts to complete and close the processing of the Estate, the improper real estate transfers giving rise to this case.

Bill Shinar
2614 Thurloe Drive
Richmond, VA 23235

If called, Mr. Shinar is expected to testify as to his involvement in the Estate of Willie G. Weekley (his grandfather), his efforts to reach a resolution, complete and close the processing of the Estate for his family, the improper real estate transfers giving rise to this case.

Mixon "Mickey" Zahler
P.O. Box 1416
Mt. Pleasant, SC 29465

If called, Mr. Zahler is expected to testify as to his involvement in the Estate of Willie G. Weekley (his grandfather), his assistance with the accounting of the estate as well as to complete and close the processing of the Estate for his family, the improper real estate transfers giving rise to this case.

(b) Identify any person(s) known to you or your counsel who has any knowledge of the facts or circumstances which you believe negate or may negate your allegations and contentions in this case. Briefly describe the nature and extent of each person's knowledge.

ANSWER: N/A

(c) For each person known to you or counsel to be a witness concerning the facts of this case, identify the person by name, address and occupation and set forth either a summary sufficient to inform the other party of the important facts known to or observed by such witnesses, or provide a copy of any written or recorded statements taken from such witnesses.

ANSWER: The Plaintiff objects to this Interrogatory on the grounds that it seeks information protected by the attorney-client privilege and/or the work product doctrine. Without waiving said objection, see Answer to Number 2(a).

(d) Identify each witness who is not otherwise identified in your responses to these Interrogatories, and specify the name, address and occupation of each individual

whom you or your counsel intend to call to the stand to testify at trial of this lawsuit, and provide a summary of the facts, circumstances and general nature of the testimony of the individual to be provided at trial.

ANSWER: The Plaintiff has not yet identified any other witness to call at the trial of this case. The Plaintiff specifically reserves the right to call any other witness, and, should another witness be identified, the Plaintiff shall update this answer accordingly, including any and all descendants of W.G. Weekley.

(e) State whether any witness to be called at trial has ever been convicted of a felony, or any other crime punishable by imprisonment for more than one year or any other crime of moral turpitude. If so, identify the witness and the dates, places, and crime(s) of which he/she was convicted.

ANSWER: Please see the Answer to Number 2(d).

3. Identify and provide a description of the contents of all documents which relate to this litigation and causes of action and defenses in this case. Specify the location of these documents and state the necessary procedure for obtaining or viewing the documents. In the alternative, you may provide a copy of each document or provide for inspection of the documents. Document means written, typed, printed, recorded or graphic matter, however produced or reproduced, of any kind and description, and whether an original, master, duplicate, or copy, including, but not limited to, papers, notes, accounts, books, advertisements, catalogues, manuals, publications, correspondence, electronic transmissions, facsimile transmissions, cablegrams, mailgrams, telegrams, memoranda, letters, documents, communications, including interoffice and intra-office communications, reports, studies, analysis, pamphlets, calculations, projections, contracts, charts, plans, specifications, drawings, sketches, agreements, working papers, corporate minutes, minutes of board of directors or committee meetings, journals, notebooks, bills, receipts, desk calendars, appointment books, diaries, diary entries, and notes, minutes, photographs, transcriptions, or sound recordings of any kind of personal or telephone conversations or negotiations, meetings or conferences.

ANSWER: All applicable and non-privileged documents which are currently in the possession of the Plaintiff's counsel are herewith provided and the Plaintiff specifically reserves the right to supplement this response at such future time as other documents may become available. The documents included are:

- Copy of Last Will and Testament of Willie Gelzer Weekley
- Copy of Petition for Appointment of Substitute/Replacement Personal Representative in re Estate of Willie Gelzer Weekley dated May 24, 2006

- Copy of executed Order of Appointment and Qualification and Statement of Acceptance in re Estate of Willie Gelzer Weekley dated July 14, 2006
- Copy of Certificate of Appointment of Betty Weekley Denney as Personal Representative of the Estate of Willie Gelzer Weekley executed July 21, 2006
- Copy of Title Abstract from Crocker Abstracting dated September 26, 2006 re Estate of Willie G. Weekley, Hampton County TMS# 170-00-00-014
- Copy of Title Abstract from Crocker Abstracting dated November 21, 2006

4. Identify expert(s):

(a) State the name, address and qualifications of each expert whom you expect to call as an expert witness at the trial of this case.

ANSWER: Plaintiff has not yet identified an expert witness to call at the trial of this case. The Plaintiff specifically reserves the right to call an expert witness, and, should an expert be identified, the Plaintiff shall update this answer accordingly.

(b) State the subject matter on which the expert is expected to testify, and to state fully the substance of the facts and opinions to which the expert is expected to testify and a summary of the grounds for each opinion, and attach a copy of any report, including factual observations and opinions, which has been prepared by any such expert. In doing so, state specifically the opinions to which the expert will testify at trial.

ANSWER: Please see the Answer to Number 4(a).

(c) Identify every document, and state every fact or other information upon which the expert witness has relied in forming his/her opinions.

ANSWER: Please see the Answer to Number 4(a).

(d) Provide a resume or curriculum vita for the expert, or a summary of all relevant experience and education which provides expertise for the opinion to be rendered.

ANSWER: Please see the Answer to Number 4(a).

(e) List all publications authored by the expert within the last 10 years.

ANSWER: Please see the Answer to Number 4(a).

(f) Identify all cases in which the expert has testified within the last 5 years by setting forth the name and case number and the jurisdiction in which it was filed.

ANSWER: Please see the Answer to Number 4(a).

(g) State the witness's(s') compensation for this case.

ANSWER: Please see the Answer to Number 4(a).

(h) Identify every document and all information provided to the expert for use in this case.

ANSWER: Please see the Answer to Number 4(a).

5. State whether or not you have a copy of any statement which the Petitioner has previously made concerning the action or its subject matter and which is in your possession, custody or control. For the purpose of this question, a statement previously made is:

(a) A written statement signed or otherwise adopted or approved by the person making it; or

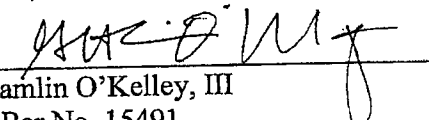
(b) A stenographic, mechanical, electrical or other recording, or a transcription thereof, which is a substantially verbatim recital of an oral statement by the person making it and contemporaneously recorded.

ANSWER: The Plaintiff objects to this Interrogatory on the grounds that it seeks information protected by the attorney-client privilege and/or the work product doctrine.

6. Provide a detailed summary of any verbal statements of Laura Weekley Segal which you intend to present at trial. State the date, time and place of any statements.

ANSWER: Plaintiff has not yet identified any statements of Laura Weekley Segal to present at the trial of this case. The Plaintiff specifically reserves the right to present any statements of Laura Weekley Segal, should such statements be identified, and the Plaintiff shall update this answer accordingly.

BUIST, BYARS & TAYLOR, LLC

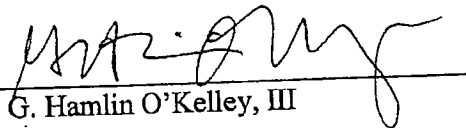
By: 
G. Hamlin O'Kelley, III
S.C. Bar No. 15491
652 Coleman Boulevard, Suite 200
Mt. Pleasant, SC 29464
(843) 856-4488
Attorneys for Betty W. Denney

Mt. Pleasant, South Carolina
10/13, 2010

CERTIFICATE OF SERVICE

I hereby certify that a copy of Betty W. Denney's Answers to Laura Weekley Segal's First Interrogatories was served Oct. 13, 2010 upon counsel of record by placing a copy of the same in the United States Mail, postage prepaid, and sent to their last known address as follows:

Stephen E. Carter, Esq.
McNair Law Firm, P.A.
Post Office Drawer 3
Hilton Head Island, SC 29938



G. Hamlin O'Kelley, III

STATE OF SOUTH CAROLINA

COUNTY OF HAMPTON

ESTATE OF WILLIE G. WEEKLEY,
DECEASED, BY ITS PERSONAL
REPRESENTATIVE, BETTY W. DENNEY,
Plaintiff,

vs.

L.C. WEEKLEY, LAURA WEEKLEY
SEGAL, INDIVIDUALLY AND AS
PERSONAL REPRESENTATIVE OF THE
ESTATE OF WILLIAM JAMES WEEKLEY,
DECEASED, PETER SAAD AS PERSONAL
REPRESENTATIVE OF MARY
ELIZABETH WEEKLEY SAAD,
DECEASED AND AS TRUSTEE OF THE
MARY ELIZABETH SAAD TRUST,

Defendants.

) IN THE PROBATE COURT

) CASE NO. 5992.2

) BETTY W. DENNEY'S RESPONSES
) TO LAURA WEEKLEY SEGAL'S
) REQUEST FOR PRODUCTION

TO: STEPHEN E. CARTER, ESQ.
MCNAIR LAW FIRM, P.A.
ATTORNEYS FOR LAURA WEEKLEY SEGAL

Betty W. Denney responds to Laura Weekley Segal's Request for Production as follows:

RESPONSES TO REQUEST FOR PRODUCTION

1. A copy of any other document(s), not otherwise already provided, mentioned, referenced, or identified in your answers to the Interrogatories filed by Petitioner.

RESPONSE: Please see Plaintiff's response to Number 3 of Defendant's Interrogatories and documents provided for the same.

2. A copy of any other document(s), not otherwise already provided, produced for any other party(ies) to this action.

RESPONSE: None at this time but Plaintiff specifically reserves the right to supplement this response accordingly.

3. A copy of any exhibit or any other document(s), not otherwise already provided, which you may use or intend to introduce as evidence at trial of this case.

RESPONSE: None at this time but Plaintiff specifically reserves the right to supplement this response accordingly.

4. A copy of every document representing any and every communication between you and Segal or any agent employee or attorneys for Petitioner.

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information protected by the attorney-client privilege and/or the work product doctrine.

5. A copy of every document related to the transactions which are the subject of this action.

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information protected by the attorney-client privilege and/or the work product doctrine. Without waiving said objection, see Response to Number 1.

6. A copy of every document which was reviewed or otherwise relied upon in providing responses to Petitioner's Interrogatories.

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information protected by the attorney-client privilege and/or the work product doctrine.

7. A copy of reports provided by experts, all written communications directed to the expert witness, and received from the expert witness (the "expert witness").

RESPONSE: As to experts retained to testify at trial, Plaintiff will supplement its responses and provide this information accordingly.

8. A copy of all documents provided to the expert witness referenced in Request #7.

RESPONSE: Please see Plaintiff's Response to Number 7.

9. A copy of all documents upon which the expert witness relied upon in reaching his/her conclusions and opinion.

RESPONSE: Please see Plaintiff's Response to Number 7.

10. A copy of every communication to or from the expert witness regarding or related to this action.

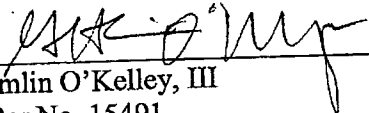
RESPONSE: Please see Plaintiff's Response to Number 7.

11. A copy of every opinion provided by the expert witness regarding or related to this action.

RESPONSE:

Please see Plaintiff's Response to Number 7.

BUIST, BYARS & TAYLOR, LLC

By: 

G. Hamlin O'Kelley, III

S.C. Bar No. 15491

652 Coleman Boulevard, Suite 200

Mt. Pleasant, SC 29464

(843) 856-4488

Attorneys for Betty W. Denney

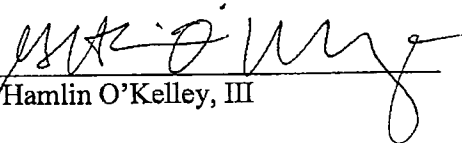
Mt. Pleasant, South Carolina

10/13, 2010

CERTIFICATE OF SERVICE

I hereby certify that a copy of Betty W. Denney's Responses to Laura Weekley Segal's Request for Production was served 10/13, 2010 upon counsel of record by placing a copy of the same in the United States Mail, postage prepaid, and sent to their last known address as follows:

Stephen E. Carter, Esq.
McNair Law Firm, P.A.
Post Office Drawer 3
Hilton Head Island, SC 29938



G. Hamlin O'Kelley, III

1 In the Court of Common Pleas for the
2 State of South Carolina, County of Hampton

3

4 Case No.: 2013CP2500295

5 Estate of Willie G. Weekley, Deceased,
6 by its personal representative, Betty
7 W. Denney,

8 Plaintiff(s),

9 vs. **Transcript of Record**

10 L.C. Weekley, Laura Weekley Segal,
11 individually and as personal representative
12 of the estate of William James
13 Weekley, deceased, Peter Saad as personal
14 representative of Mary Elizabeth Weekley
15 Saad, deceased and as trustee of the
16 Mary Elizabeth Saad Trust,

17 Defendant(s) .

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23 October 15, 2018

24 Beaufort, South Carolina

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26

27 BEFORE:

28 The Honorable Carmen Mullen

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APPEARANCES

REPRESENTING BETTY DENNEY:

O. Hamlin O'Kelley, III, Esquire

652 Coleman Blvd., Suite 200

Mount Pleasant, SC 29464

843-856-4488

hamlin.okelley@buistbyars.com

REPRESENTING DEFENDANT(S):

Kelly M. Jolley, Esquire

PO Box 22230

Hilton Head Island, SC 29925

kmj@jolleylawgroup.com

843-681-6500

PROCEEDINGS

1
2 MR. O'KELLEY: Your Honor, Friday, I sent your
3 clerk the affidavit and motions. I don't know if you
4 needed more copies.

5 THE COURT: Got it. Okay.

6 Ms. Jolley.

7 MS. JOLLEY: Yes, Your Honor, thank you. Your
8 Honor, we're back on something completely different in
9 the Estate of Willie G. Weekley. So I appreciate you
10 hearing this off the docket. This is our Motion for
11 Summary Judgment. You may remember that Mr. Weekley
12 died back in 1977. He had divided his property -- he
13 had put in his will to divide his property up into
14 shares. And then this lawsuit that was originally
15 brought by the PR, Ms. Denney, was brought to seek to
16 overturn those shares. So we're here just asking the
17 Court to grant summary judgment finding that her
18 request to overturn the shares -- and I think what she
19 specifically said was she wanted to order of the
20 rescission of each challenged transaction and
21 restitution of the various parties to their
22 reconveyance. And we think that's inappropriate for a
23 few reasons. And I'm just going to go through them
24 because I think it's pretty straight.

25 First, right now, there are really only two

1 parties in this lawsuit. There is my client,
2 Ms. Segal, who is here individually and as personal
3 representative of her father's estate. And then there
4 is the estate, which the personal representative now is
5 Ms. Ruff. So I appreciate -- Hamlin has filed a
6 motion, but he's currently not representing anyone in
7 this lawsuit.

8 THE COURT: Okay.

9 MS. JOLLEY: So, that's first.

10 The estate has filed a proposed deed of
11 distribution. We have asked for a hearing on that.
12 That's not happening today. But in that deed of
13 distribution, the estate has assumed the transfers are
14 valid. The estate, it's my understanding, Ms. Ruff or
15 Mr. Ruff can speak for, obviously, the estate, but they
16 don't challenge these transactions. So we really think
17 the lawsuit should end and that all that should happen
18 is there be a hearing on new distribution and it be
19 ultimately be distributed and everyone, after 30 plus
20 years, go about their business.

21 THE COURT: Not that we're at that motion yet, but
22 how does that effect Mr. O'Kelley's clients at this
23 point?

24 MS. JOLLEY: Well, I think it depends on which
25 ones you're talking about. Because only Ms. Denney,

1 who is seeking to intervene now as an individual, has
2 an actual right to exercise any first refusal as I read
3 the Will. The Will says -- names the children
4 individually and it does set out a procedure, not a
5 sufficient procedure, I believe, to be effective. And
6 I'll talk about that.

7 But, so, our reasons -- I'm going to go through
8 the reasons for summary judgment, notwithstanding the
9 lack of contest because I think it needs to be put on
10 the record.

11 THE COURT: Okay.

12 MS. JOLLEY: So, first of all, the gentleman died
13 in 1977. These disputed transactions took place in
14 1999 and 2000. They were all filed and they were
15 locate -- they were written in the D books. So, I'll
16 put these in as Exhibit 1. These are some of the
17 deeds. And I think that it's important that they were
18 all filed by 2000. Because, in South Carolina, once
19 you file a transaction that's filed in the deed book,
20 it's presumed valid and people are presumed to have
21 notice of it because it's been publicly filed. These
22 are not miscellaneous transactions. I know they --
23 some courthouses have that miscellaneous book, and you
24 might miss it, but these are flat out, here is the
25 deed. There was also a mortgage between L. C. Weekley

1 and James Weekley, and that mortgage was also filed.
2 So I can put that in as well, but I think it's already
3 in here.

4 Moreover, in 2000, one of the, I guess, the
5 grandchildren requested property for himself,
6 Mr. Zahler, I believe that is also in the packet. And
7 you'll see when you look at that deed, it was dated
8 2000, that the people who owned property signed it.
9 And that included Ms. Segal, it included Ms. Denney, it
10 include the various children that currently held
11 property. It did not include L. C. Weekley, it did not
12 include Elizabeth Sod because they had already
13 transferred those things. So, my point is, everyone
14 knew who the owners were in 2000.

15 Now, the other thing is there was also a lease
16 that was filed. And that is attached to the affidavit
17 of Laura Weekley Segal -- and I apologize, it's a thick
18 one, but that's the way it is. This is Exhibit 2.

19 MR. O'KELLEY: This was already filed?

20 MS. JOLLEY: Yes.

21 MR. O'KELLEY: Thank you.

22 MS. JOLLEY: I'm just trying to get it together.
23 I know it's all been filed.

24 MR. O'KELLEY: That's fine. I just wanted to make
25 sure it wasn't something new.

1 MS. JOLLEY: No, it's not.

2 And when you look at that lease, it's got several
3 different signatures pages. Unfortunately, it wasn't
4 numbered, but when you go down through it, you can see
5 various people signed and it lists, Your Honor, the
6 folks who could sign the lease. It includes, W. J.
7 Weekley for Weekley Farms, Laura Segal, Margaret
8 Shinar, John Chakides, Betty Denney, Mixon Zahler and
9 Elvin Ingle. And this was signed in 2002. So again,
10 still listing who it was.

11 After the lease was signed, a few pages after this
12 lease, you see these handwritten reports of the rent
13 owed from this lease to various people. These reports
14 show things like Ann Shinar, her rent gross was 975.
15 It lists Ann Shinar, J. Chakides, L. Segal, B. Denney,
16 M. Zahler. Again, these were not secret transactions
17 is my point. They had notice of them.

18 I think that's important for two main reasons.
19 One, this lawsuit was filed in 2006 by Ms. Denney
20 saying hey, these transactions aren't right, we should
21 put all the property back into the estate.

22 Well, under the probate code, Section 62-3-101,
23 upon the death of a person, his real property devolves
24 to the person to whom it was devised. The Will sets
25 out. Now, the Will, it does it in shares. It doesn't

1 say you get this particular portion. But we believe
2 that upon his death, that property went directly to
3 each of his devisees and they then made these
4 transfers. They were not secret.

5 If you look -- so, I think, first of all, it's
6 pretty clear that everyone knew about it long before
7 the lawsuit was filed in 2006. And the reason there
8 was a delay is because Ms. Denney was not the PR until
9 then, and she filed it as PR. Interestingly, now, she
10 wants to get in the lawsuit as an individual, which she
11 had the opportunity to do way back in the day, but the
12 statute has run on all of these transactions. Latches

13 --

14 THE COURT: What's the statute of limitations on
15 it?

16 MS. JOLLEY: It's either three or ten years.

17 THE COURT: Okay. That's what I thought. It's
18 real property. Okay.

19 MS. JOLLEY: Yes, Your Honor. It's real property.

20 So I think there's this -- they had notice, they
21 missed that window. But also, even if latches didn't
22 work or the statute of limitations didn't work and the
23 fact that everyone knew about these and, basically,
24 we've also argued estoppel previously because they knew
25 that Ms. Segal and/or her father were putting money in

1 her property and were negotiating this lease. And they
2 knew these transactions had been made because the
3 transactions were made before the lease was entered
4 into. To wait until this point, even -- and this point
5 is 2006, is just, frankly, too long. It puts them at a
6 disadvantage and they are prejudiced having made these
7 transactions, believing that everyone knew about it and
8 that they -- to then try and turn it over and unwind
9 all of this. Plus, frankly, at this point, Ms. Denney
10 is the only living child. To bring in another whole
11 generation who say well, we didn't know about it. You
12 weren't a party of interest at the time any of this
13 happened, your parents did.

14 The other thing I want to say, even if we were
15 wrong on latches, we were wrong on statute of
16 limitations, which I think is very clear, we believe
17 that the right of first refusal to anyone that is in
18 the Will is invalid. And that's because under South
19 Carolina law, there's strict construction of right to
20 first refusal. And if you don't have the price in it
21 and you don't have the time in it and the procedure,
22 then it doesn't work. And the Will says, kind of
23 generally, they're going to get together to talk about
24 it and you have to offer it to these folks. It doesn't
25 exactly say how and it doesn't say how long. But most

1 of these transactions, when they happened in 1999 and
2 2000, remember, the gentleman was dead in 1977. That's
3 a really long time for there to still be a right of
4 first refusal imposed.

5 And in the case of Page vs. Page, which is
6 unpublished, unfortunately, but it is a South Carolina
7 case in the Court of Appeals -- I'll hand it up. I
8 don't think it needs to be an exhibit. But in that
9 case, they found that there was a reason for the
10 limitation. It was to keep property in the family.
11 Well, that doesn't work here, Your Honor, because the
12 property stayed in the family, just some of the family
13 members didn't like it. But, ultimately, they found
14 that even though there was a specific thing in the deed
15 that says we get a right to first refusal, that that
16 right was invalid because it didn't say how long it
17 lasted. And there is nothing in the Will that says how
18 long the right of first refusal lasted. And with due
19 respect to everyone now that wants to join in on this
20 lawsuit, the Will only gives a right of first refusal
21 to the named people there, and only Ms. Denney is still
22 named. So I don't think new people coming in changes
23 the statute, changes the fact that the right of first
24 refusal is valid, changes the fact that there was
25 notice and there were deeds filed and actual notice in

1 the lease. So we think summary judgment should be
2 granted and move on to the final hearing. Thank you.

3 MR. O'KELLEY: May it please the Court, Your
4 Honor, I've got two things to hand up. I've got the
5 actual opinion in that case, also, unpublished in the
6 Court of Appeals, and a copy of the January 5th, 2015
7 hearing that we had before Judge Odom, which led to the
8 first round of summary judgment that sent us to the --
9 that Judge Buckner confirmed, sent us to the Court of
10 Appeals to bring us back here today.

11 MS. JOLLEY: Excuse me, Your Honor, he's actually
12 not representing one, in this case. Ms. Ruff
13 represents the estate, so I appreciate he has exhibits,
14 but he's not in the case, he doesn't have a client in
15 this case.

16 MR. O'KELLEY: I would disagree with that, Your
17 Honor. Of course, Ms. Denney has been a party in this
18 case, she's the only child left. If I'm not
19 representing her, why am I getting notice, why am I
20 here, why am I even being consulted or involved in this
21 matter?

22 THE COURT: Is she a named party?

23 MR. O'KELLEY: She was the named personal
24 representative, Your Honor, which she is no longer the
25 personal representative.

1 THE COURT: Could she have joined as a party after
2 that?

3 MS. JOLLEY: Yes.

4 MR. O'KELLEY: No, ma'am. We thought she didn't
5 need to do that because she had been involved in this
6 case from the get-go. I don't know that she needed to
7 intervene at that point. But that motion --

8 THE COURT: Just so I understand, she was removed
9 as personal representative or did she give it up?

10 MR. O'KELLEY: Your Honor removed her at a hearing
11 --

12 THE COURT: That's why we got Ms. Ruff involved?

13 MR. O'KELLEY: Yes, Your Honor removed her, but
14 then we have been kept involved in the case. And
15 that's why, out of an abundance of caution and to be
16 hypercorrect, we filed a motion to intervene, not for
17 Ms. Denney, but for the -- all of the grandchildren,
18 except for Ms. Jolley's client. Because they are now
19 the parties of interest due to, unfortunately, the
20 sheer passage of time and the death of all the children
21 of Mr. Weekley since this estate has been opened since
22 1983. And if Ms. Denney is not a party to this case,
23 then I'm not sure who's a party to this case, other
24 than the personal representative, Ms. Ruff, who's got
25 to look out for Ms. Denney and everybody else involved

1 in the matter. And I don't think she filed any reply
2 to this motion. Maybe she consents to the motion, I
3 don't know.

4 THE COURT: Ms. Ruff, let's hear from you. You're
5 here as the PR of the estate and is Mr. Ruff here as
6 attorney for the estate?

7 MS. RUFF: Yes.

8 THE COURT: That's what I need to know.

9 MR. ROOF: Well, Your Honor, this may disappoint
10 both sides equally, but, nevertheless, we agree that
11 Mr. O'Kelley's clients, you know, generally have legal
12 standing in this matter. He represents people who are
13 heirs to the estate and granted the decedent has been
14 dead for more than 40 years, but I think the fact that
15 he doesn't represent any of the living people who were
16 living back in 1977 shouldn't foreclose him from being
17 able to argue on behalf of his client right now.

18 At the same time, I do agree -- I have thought
19 this whole time that the right of first refusal, in our
20 view, is void as a matter of law for the reasons stated
21 in Page, which is an unpublished decision, but it's
22 also instructive as to how the higher courts would look
23 at this. Not only is it void restrained on alienation,
24 it's probably also invalid under the South Carolina
25 rules of its perpetuities. However, there's a statute

1 on there gives a curement -- and this is when it gets
2 really complicated. With all due respect, I don't even
3 think we need to go there because it is a void
4 restrained on alienation. I agree with this side on
5 that part of the argument.

6 So while I do think Mr. O'Kelley's clients have
7 standing to argue this and to participate in our
8 proposal for distribution that we have filed, they have
9 the right to voice their opinions and both sides have
10 objected to that -- to it so far, as they have a right
11 to do. But I do think on the matter of substance, the
12 right of first refusal is completely void from the
13 get-to go and therefore --

14 THE COURT: Just so I understand, so you're
15 thinking that I should grant the Motion for Summary
16 Judgment based on the statute of limitations and rule
17 of its perpetuities and everything else, but that still
18 would allow them in this motion to intervene for the
19 final hearing on the distribution, she would have
20 standing -- Ms. Denney would have standing and other
21 people -- I don't know completely, but the other people
22 would have the ability to step in at that point?

23 MS. JOLLEY: We concede, Your Honor, that they get
24 to participate in the final hearing. We're only here
25 to talk about this specific lawsuit, this chapter in

1 the book of the estate. We don't object to anyone
2 participating.

3 MS. RUFF: And we really don't take a position on
4 the statute of limitations and latches and estoppel and
5 all those other theories. Again, I don't even think we
6 need to get there, Your Honor, because the law of the
7 first refusal being restrained on alienation --

8 THE COURT: Page case.

9 MS. RUFF: Thank.

10 THE COURT: Okay. All right. So, not quite sure
11 where that puts you. I have a problem because you
12 aren't a party. So, that is a huge concern. But let's
13 just for -- because it is to me, let's hear what your
14 argument would be against summary judgment.

15 MR. O'KELLEY: Yes, Your Honor. The argument
16 would be the matters that are contained in affidavits
17 of Lisa Weekley Keller, who is Ms. Segal's sister, who
18 is the former personal representative of her father,
19 Jim Weekley, and then the affidavit of their cousin,
20 William David Shinar, both of which we submitted to the
21 Court and Your Honor said that you have. Both of
22 which -- in those affidavits, both Ms. Keller and Mr.
23 Shinar discuss their intimate involvement with their
24 grandfather's estate, what they know called the Weekley
25 farm, and that there was no notice given. Ms. Segal

1 and her husband both submitted very detailed affidavits
2 to this Court stating that there was in 2003 a meal and
3 everybody took a walk and they somehow are able to tell
4 the Court what happened while they were on a walk,
5 which seems unlikely that you know exactly what
6 happened when you're not actually there.

7 In the same token, Ms. Keller and Mr. Shinar state
8 that they both had many conversations with Mr. Weekley
9 about the estate and about the transfers and about the
10 shares, the way it was supposed to be done and it
11 wasn't done the right way. In fact, Mr. Weekley, Jim
12 Weekley, used the farm as his own personal piggy bank.
13 He ran a rough shot over his siblings. There are all
14 sorts of issues of fact based on the fact, the matters
15 that are contained in these affidavits, Your Honor.

16 THE COURT: So was there a lot of fighting while
17 he was alive in regards to the farm among to the
18 siblings?

19 MR. O'KELLEY: Well, it's funny, it's sort of -- I
20 mean, I think things are very different now in the way
21 families operate. These were sweet southern ladies
22 from Hampton County who looked to their oldest brother,
23 who was the man who had gone to Chicago and done well.
24 They relied on him. They took him for his word. They
25 weren't going to challenge him when he was alive. And

1 I'm not saying that they were -- it's just very
2 different. My wife would never operate that way. I
3 don't think Your Honor or Ms. Jolly or Ms. Ruff or any
4 ladies would operate that way today, but it was very
5 different culturally 34 years ago. And so they didn't
6 challenge him, Your Honor, because they didn't think
7 they needed to challenge him.

8 The way this case started -- and I think it's
9 important to put this on the record just so Your Honor
10 knows. When Jim Weekley died, he appointed Lisa as his
11 first personal representative. Lisa and Laura had a
12 falling out and Lisa said all right, fine -- and this
13 is all in her affidavit. Fine, Laura, you take over.
14 So she took over. Jim Weekley died in 2004.

15 Ms. Denney in 2006 came to our law firm -- and you
16 may remember this from prior, and said help, we don't
17 know what's going on. I can't figure this out. So the
18 first thing that happens is the title abstract was
19 done, did you know these shares of property had been
20 transferred? No, we didn't know. And that brought us
21 to the lawsuit that brings us here today.

22 And Your Honor, frankly, having two affidavits
23 that contradict Ms. Segal's affidavit brings us to a
24 question of fact. And I think that's, of course, for
25 Your Honor or a jury to determine later on. Most

1 likely, Your Honor since it's an equity matter. But
2 that's a specific question of fact. I think that
3 what's around summary judgment today, Your Honor.

4 THE COURT: Would you like to respond, Ms. Jolley?

5 MS. JOLLEY: Very briefly, Your Honor. I'm just
6 putting on the record that Ms. Denney is not a party.
7 She does not have standing. She's not the PR. So
8 being that as it may, those affidavits, if they create
9 a question of fact would be odd. I think it's very odd
10 that Ms. Denney, who is the only person that my client
11 has named who was present at the meeting did not submit
12 an affidavit about what happened at the meeting. I
13 think the affidavits speak for themselves. The meeting
14 was called for a specific purpose. It's clear that Ms.
15 Segal and her husband, Mr. Segal, who is here, were
16 present at that meeting. They admitted they were not
17 present the entire time. That doesn't mean they
18 weren't there at the meeting. They were at the
19 meeting, they asked for it.

20 But I don't actually think that even if everything
21 they said in those affidavits was true, and that
22 meeting didn't happen, that would in no way preclude
23 summary judgment on the basis that the right to first
24 refusal is invalid and on the basis of statute of
25 limitations has run. So, just regardless of what

1 happens to those questions of fact, I think summary
2 judgment should be granted. And if not, you can choose
3 not to, I would love to set a trial date.

4 MR. O'KELLEY: Your Honor, just briefly in
5 response, there's specific question of facts based on
6 these affidavits. And again, under the standard for
7 summary judgment, we're entitled to the light most
8 favorable. Your Honor knows the standard, but I just
9 wanted to put it on the record.

10 THE COURT: All right. So then let's move on to
11 the motion to intervene. It sounds to me like even if
12 I do grant your Motion for Summary Judgment based on
13 the right to first refusal being invalid and/or the
14 statute of limitations and/or both, you still -- would
15 they still need to intervene in the lawsuit? The
16 lawsuit is gone, so, they could still -- the
17 distribution, they just come as an interested party.

18 MS. JOLLEY: Yes, Your Honor, they are absolutely
19 parties in the distribution.

20 THE COURT: Okay. Just making sure.

21 MR. O'KELLEY: Your Honor, you've read the motion
22 to intervene. The people --

23 THE COURT: Explain to me again who they are, your
24 client is Ms. Weekley, which we know --

25 MR. O'KELLEY: Ms. Denney, who is the only

1 remaining child of Willie Delzer Weekley. And then the
2 other people would be --

3 THE COURT: The other four, right, the other four?
4 How many others after that?

5 MR. O'KELLEY: Well, we have Ms. Weekley -- excuse
6 me, we have Ms. Denney, Ms. Shinar --

7 THE COURT: Okay. Ms. Shinar is?

8 MR. O'KELLEY: Margaret Shinar, she's deceased,
9 she died recently. Her children have moved to
10 intervene. Mixon Zahler, who's the mother, Doris was
11 also one of the children moved to intervene. L. C.
12 Weekley, Uncle Bub, died without children, so there's
13 no one there. Ms. Sod's children, they live in
14 California and are just like y'all kind of deal with
15 whatever you want to deal with the estate. And then
16 Ms. Chakides, you've heard it people call it Chakides,
17 but they're the other branch of the family.

18 So the people that we would like to have in the
19 case are Ms. Denney and her daughter, Jane, William
20 David Shinar, Elizabeth Ann Shinar, John Shinar, Jim
21 Shinar, Kathy Chakides Gaffos, John Chakides, Phillip
22 Chakides, Danny Chakides, Mixon Zahler, and then Ms.
23 Segal's two sisters, Lisa and Lynn, who are all of the
24 grandchildren, except for Ms. Segal and Ms. Sod, if
25 that makes sense.

1 So, they are -- as you just heard Mr. Ruff say,
2 they are definitely in the case because of the passage
3 of time because they are -- they are now the next
4 generation just because, unfortunately, people have
5 passed away, Your Honor. They do have an interest in
6 the ultimate outcome of this case and the estate both.
7 So we think they should be in because their interests
8 are going to be affected.

9 Ms. Shinar just died in the last year, her estate
10 is being probated and open. They can't finish her
11 estate until this is done. And the same with L. C.
12 Weekley, he died while this matter was going on, his
13 estate can't be finished as well. So the domino effect
14 will continue and the ripple effect will continue.
15 Whether they're involved in this case or the estate,
16 they have to be included for a final distribution. Of
17 course, that's not before the Court today, but that's
18 our motion regarding the intervention, Your Honor.

19 THE COURT: Okay. All right. I think I
20 understand where everyone is coming from. I will let
21 y'all something quickly. As you all heard, I am trying
22 a sexual predator case, but I can tell you that you
23 will get some kind of answer by Monday.

24 MR. O'KELLEY: Thank you, Your Honor.

25 THE COURT: Probably before that.

1 MR. O'KELLEY: Your Honor, do you want to keep the
2 exhibits?

3 THE COURT: Yes, they're court exhibits. So they
4 need to stay with my court reporter. So those are all
5 court exhibits if that's all right.

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2 CERTIFICATE

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4 STATE OF SOUTH CAROLINA:

5 COUNTY OF BEAUFORT:

6 I, MONA L. MANLEY, Court Reporter, certify that I was
7 authorized to and did stenographically report the foregoing
8 proceedings and that the transcript is a true and complete
9 record of my stenographic notes.

8

DATED this 11th day of February, 2019.

9

10

11

Mona L. Manley /s/

12

MONA L. MANLEY

13

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STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF HAMPTON) CASE NO.: 2013-CP-25-00295

ESTATE OF WILLIE WEEKLEY,)
)
APPELLANT,)
)
v.) TRANSCRIPT OF RECORD
)
L. C. WEEKLEY, ET AL,)
)
RESPONDENTS.)
)

JUNE 15TH, 2015
HAMPTON COUNTY COURTHOUSE
HAMPTON, SOUTH CAROLINA
BEFORE THE HONORABLE PERRY M. BUCKNER, III, JUDGE.

APPEARANCES:

MS. KELLY M. JOLLEY, ESQUIRE
Attorney for the Appellant

MR. GEORGE HAMLIN O'KELLEY, III, ESQUIRE
Attorney for the Respondent

Rebecca H. Hill
Official Court Reporter

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EXHIBITS

NONE.

1 THE COURT: The first matter for hearing is number six
2 and sixty-six, 2013 at 295. The Estate of Willie Weekley,
3 Appellant, v. L. C. Weekley, et al, and there are numerous
4 defendants. This is, as I understand it, an appeal from
5 Probate Court, and I'd ask that counsel identify themselves
6 and who they represent, beginning with counsel for the
7 moving party.

8 MS. JOLLEY: Thank you, Your Honor. I'm Kelly Jolley.
9 I represent Laura Weekley Segal, individually, and as
10 Personal Representative of her father, William James
11 Weekley.

12 THE COURT: All right. So Ms. Weekley-Segal is Laura
13 Weekley Segal, is PR of the Estate of William James Weekley,
14 and it's also being brought in this action individually; is
15 that correct?

16 MS. JOLLEY: Yes, Your Honor.

17 THE COURT: And Ms. Jolley, you represent her in both
18 capacities?

19 MS. JOLLEY: Yes, Your Honor. And she's the Appellant.

20 THE COURT: All right. Counsel for the Respondent.

21 MR. O'KELLEY: Thank you, Your Honor. Hamlin O'Kelley
22 for the Estate of Willie G. Weekley, deceased, by and
23 through its Personal Representative, Betty Weekley Denny,
24 and we are the Respondents for the appeal and the movants of
25 the motion to dismiss the appeal, Your Honor, which is

1 motion number sixty-six, which is being heard concurrently.

2 THE COURT: All right. Ms. Jolley, my law clerk and I
3 have read your brief, even though y'all think lawyers and
4 judges don't ever read anything outside of Court. We've
5 read your briefs and my law clerk has actually written me a
6 summary; so I'm somewhat familiar with it. You've asked for
7 ten minutes. Your ten minutes begin now. Happy to hear
8 from you.

9 MS. JOLLEY: Thank you, Your Honor. Since you've read
10 the briefs, Your Honor, I would be happy to answer questions
11 instead. I can review our arguments, but ---

12 THE COURT: Why don't you tell me -- you asked me to
13 change the ruling of the Probate Court, because you think
14 it's on the wrong grounds. Basically, as I read the brief,
15 there were conditions precedent to the transfer of property
16 from this estate; do you agree, Ms. Jolley?

17 MS. JOLLEY: No, Your Honor.

18 THE COURT: What do you call them then, Ms. Jolley?

19 MS. JOLLEY: I believe Mr. Weekley, the decedent,
20 requested to transfer property of his children through his

21 ---

22 THE COURT: There was a right of refusal?

23 MS. JOLLEY: There was a right of refusal.

24 THE COURT: You don't consider that a condition
25 precedent?

1 MS. JOLLEY: No, Your Honor, because I believe the
2 transfers have already been made to this decedent.

3 THE COURT: I'm not talking about whether we're
4 shutting the barn door after the horse is out yet, Ms.
5 Jolley. I'm talking about whether or not at the time of his
6 death, he created conditions precedent on any subsequent
7 transfer of real property?

8 MS. JOLLEY: Yes, Your Honor, he did.

9 THE COURT: Okay. And there were transfers for which
10 no offer of refusal or compliance with the conditions of
11 refusal were made?

12 MS. JOLLEY: No, Your Honor.

13 THE COURT: No, Your Honor, meaning no, it didn't
14 happen, or no, Your Honor, it did?

15 MS. JOLLEY: Your Honor, transfers were made between
16 the decedent. However, my client, Ms. Segal, says that she
17 has met certain conditions of the Will.

18 THE COURT: Well, that's not what the probate judge
19 found.

20 MS. JOLLEY: Yes, Your Honor, I know.

21 THE COURT: What evidence was before the Probate Court
22 judge to indicate there was compliance, because she finds
23 none in the Order.

24 MS. JOLLEY: Actually, Your Honor, the only thing
25 before the probate judge at the time she decided the summary

1 judgment motion were the allegations of both parties. So
2 what I'm stating now is what my client pled in her answer to
3 the initial petition. There was actually no evidence ---

4 THE COURT: But she found that the transfers were null
5 and void and that the properties should be returned to the
6 Estate of W. G. Weekley for distribution pursuant to the
7 terms of the Will because there was no evidence of
8 compliance; isn't that correct, Ms. Jolley?

9 MS. JOLLEY: Yes, Your Honor.

10 THE COURT: All right. So I'm asking you now, because
11 you're appealing to me, what evidence do I have before me in
12 the record that there was compliance with the terms of the
13 testator's wishes?

14 MS. JOLLEY: There is no evidence in the record that
15 the transfer was made in compliance. There is also no
16 evidence in the record that they were not.

17 THE COURT: There's an affidavit that the Probate Court
18 relied upon; is that correct?

19 MS. JOLLEY: Yes, Your Honor, by my client.

20 THE COURT: Tell me why you think the Probate Court
21 erred then. What is the error that you believe the Probate
22 Court made that I should send this matter to Probate Court
23 for?

24 MS. JOLLEY: Actually, Your Honor, I believe the matter
25 should go back to the Circuit Court, so that there can be

1 full ---

2 THE COURT: We're in Circuit Court.

3 MS. JOLLEY: Yes, Your Honor, I know. The Probate
4 Court actually removed the entire matter, excepting this
5 motion, to the Circuit Court during her first Order in
6 August of 2013. I think this case should go through full
7 discovery. My client answered the petition and requested a
8 jury trial, and subsequently sent discovery requests to the
9 other side. Those discovery requests were answered only
10 after this motion was filed, meaning the motion for summary
11 judgment and right before the hearing. So although this
12 case has been pending for 10 years -- sorry, for five years
13 --- it's been a long time, from 2007, Your Honor.

14 THE COURT: Well, actually ---

15 MS. JOLLEY: So although ---

16 THE COURT: Hold on a second. Slow down a second. I
17 realize you have a time limit, but I want to make sure what
18 you're telling me. How old are the conveyances that are the
19 subject matter of the appeal?

20 MS. JOLLEY: They are more than 10 years old, Your
21 Honor. Let's see, the conveyances at issue occurred seven
22 to ten years prior to the Respondent's appointment as
23 personal representative. They occurred when there were three
24 other personal representatives in place and they were all
25 made part of the public record before 2001, Your Honor.

1 THE COURT: So this matter, I'm talking about the
2 litigation itself, but this matter has gone in excess of 10
3 years?

4 MS. JOLLEY: Yes, Your Honor.

5 THE COURT: Basically, what we're dealing with Ms.
6 Jolley is that at the time of the testator's death, he had a
7 Will. In that Will, he devised to a number of people, I
8 believe there were 10?

9 MS. JOLLEY: A few left, Your Honor, but a good many.

10 THE COURT: And he put a condition on any transfer of
11 their share on the right that they would have to offer it to
12 the other enumerated members of the family before
13 transferring the property; do we agree on that?

14 MS. JOLLEY: Yes, Your Honor.

15 THE COURT: The Probate Court had before the Court an
16 affidavit. In that affidavit she used to rule, and ruled
17 that conveyances of certain interested that did not comply
18 with the terms of the Will should be returned to the estate.

19 MS. JOLLEY: Yes, Your Honor.

20 THE COURT: Now, I asked you what error you think the
21 Probate Court made and you went into, "Well, I want
22 discovery. And I didn't get discovery until after our
23 summary judgment motion." What error do you think the
24 probate judge made?

25 MS. JOLLEY: I think she erred in granting summary

1 judgment to the respondent without any evidence in the
2 record to support ---

3 THE COURT: Well, you will concede there was an
4 affidavit?

5 MS. JOLLEY: Yes, Your Honor.

6 THE COURT: And an affidavit can be evidence, can't it,
7 counsel?

8 MS. JOLLEY: I can. But the affidavit didn't address
9 that issue, Your Honor.

10 THE COURT: All right. Anything else you want to tell
11 me?

12 MS. JOLLEY: Yes, Your Honor. I also believe that the
13 Probate Court erred in not addressing any of the affirmative
14 defenses in her Order of February 6th of this year. In her
15 previous Order, she had addressed those defenses and found,
16 in fact, that the Respondent and the other parties of the
17 transaction were aware of those transactions and did not
18 timely object. She did not address ---

19 THE COURT: So your argument is one of laches?

20 MS. JOLLEY: Laches and estoppel, Your Honor.

21 THE COURT: Anything else you want to tell me?

22 MS. JOLLEY: No, Your Honor. Everything else is in our
23 brief.

24 THE COURT: Thank you, very much. All right, Mr.
25 O'Kelley.

1 MR. O'KELLEY: Thank you, Your Honor. May it please
2 the Court. Much like Ms. Jolley, you've got our briefs,
3 you've got our arguments. I'm happy to answer the Court's
4 questions. But Your Honor, the Court's questioning of Ms.
5 Jolley is seeing things the way we were seeing them, but
6 Judge Odom took a lot of time with this case, Your Honor.

7 Mr. Weekley has been dead since 1983. His estate was
8 opened soon after that. My client, Ms. Denny, is now 82
9 years old. She began marshaling the assets of her father's
10 estate when Ms. Segal's father died. He was one of the
11 personal representatives. He was in charge of this estate.
12 He died and no one knew what to do with the estate. Ms.
13 Denny then came to Probate Court in Hampton County. She
14 lives in Barwick, Georgia, to try and figure out what to do
15 with the family farm.

16 In marshaling the estate, she came to our firm and
17 said, "I need to figure out what's there," and a title
18 abstract was done and the title abstract revealed these
19 transfers. So then the petition was filed to overturn the
20 transfers.

21 Everyone either defaulted or consented to what the
22 relief Ms. Denny was seeking, the relief she just got from
23 Judge Odom, except for Ms. Segal. And in reply to our
24 motion for summary judgment, which was first heard by Judge
25 Odom in October of 2010, Your Honor, and I think that's

1 important to know, because Judge Odom has actually been
2 studying this case, studying our motion, studying the Will,
3 studying the evidence presented to her for five years. And
4 in the affidavit presented by Ms. Segal, she did not say
5 where there was compliance with her grandfather's Will, and
6 it's important to note that her then counsel at the time
7 stated this on the record. And this is from the transcript
8 that Your Honor has before you, pages 21 to 22.

9 "So as Your Honor will recognize, okay, maybe the
10 original transfers were not in technical compliance with the
11 Will, very often Wills can't be followed." Judge Odom
12 looked at the most important thing anyone has to look at
13 when construing a Will, testative intent. So she reviewed
14 it ad nauseum. She spent over 13 hours of time outside of
15 the Court looking at this and there was nothing anyone could
16 point to that showed one speck of evidence, not even less
17 than a mere scintilla, to show there was a question of fact
18 that the Will was complied with in any way.

19 We also have a motion to dismiss this appeal, Your
20 Honor, based on non-service. We were never served with the
21 notice of appeal, which is in front of you. And I don't
22 know if you've got it, Your Honor, but the original notice
23 of appeal is here. There is a certificate of service that
24 shows that everything was sent to our office in Mt.
25 Pleasant. It says Buist, Byars & Taylor, 652 Coleman

1 Boulevard, Suite 200, Charleston, SC. We're in Mt.
2 Pleasant, but we never got served with this appeal. The
3 first notice I got of it was Ms. Jolley's notice of
4 appearance after Mr. Carter was suspended from practicing
5 law; so we've got that motion pending as well.

6 THE COURT: What's your zip code?

7 MR. O'KELLEY: 29464.

8 THE COURT: So the zip code is correct; the city is
9 wrong.

10 MR. O'KELLEY: Correct. And we never received
11 anything. So that's the basis for our arguing that this
12 appeal was not timely filed under 62-1-308. There are no
13 cases, really, on point, Your Honor. There's one case, it's
14 called In Re: The Estate of Cretzmeyer. (615 S.E. 2d, 116).
15 I've got a copy to hand up to the Court involving an appeal
16 not being dismissed because there was no proof in the
17 clerk's office that it had been filed. It's not really on
18 point, but that's all I could find to give some guidance to
19 the Court.

20 Your Honor, I think it's important to note that if this
21 appeal is granted, we go back downstairs; Judge Odom will
22 hear it again. If the appeal is denied, this matter has
23 already been referred to Circuit Court, well, bumped
24 upstairs to Circuit Court by Judge Odom, for final
25 disposition and determination of how the shares should work,

1 who gets what, how the property should be divided. Judge
2 Odom thinks it's too big of a task for the Probate Court and
3 needs a circuit court judge to monitor that.

4 It's interesting to note that according to the Will,
5 Ms. Jolley's client will still have the biggest benefit.
6 She is her father's PR. She steps into her father's shoes
7 under his will. And she's going to get the most shares
8 under the grandfather's Will. So I'm not really sure why
9 we're fighting this -- why she's fighting this so tooth and
10 nail, when the only two remaining children of Ms. Segal's
11 grandfather are 94 and 82, respectively, and have been
12 dealing with this estate since 1983.

13 It's our position that Judge Odom got it right. She
14 took her time, she studied it. And as Your Honor asked,
15 there is absolutely no evidence that the mechanisms in the
16 Will were complied with for each of these transfers.

17 THE COURT: Thank you.

18 MR. O'KELLEY: Yes, sir.

19 THE COURT: All right. Counsel, I'm going to ask you
20 to both submit proposed Orders to me. You can address them
21 to me at P.O. Drawer 470, Walterboro, 29488. Please copy
22 opposing counsel on your transmittal of the proposed Order.
23 Please include a self-addressed, stamped envelope with
24 sufficient postage affixed thereto. Mr. O'Kelley, Ms.
25 Jolley, do not send me a 25-page Order and send me an

1 envelope with one stamp on it. I have to pay my own
2 postage. And don't give me, "My paralegal did it." You're
3 the attorney of record. You ought to be able to determine
4 what postage is sufficient.

5 If you want to e-mail me your proposed Orders to comply
6 with my time deadline, which is seven days from today, you
7 can e-mail me at pbucknerj@sccourts.org. My law clerk's e-
8 mail address is pbucknerlc@sccourts.org. I will expect your
9 proposed Orders on my desk within seven days of today,
10 either by United States mail or e-mail. I will expect your
11 envelopes with sufficient postage attached thereto to be on
12 my desk within seven days from today. Any questions about
13 the proposed Order procedure from counsel for the Appellant?

14 MS. JOLLEY: No, Your Honor.

15 THE COURT: Counsel for the Respondent?

16 MR. O'KELLEY: No questions, Your Honor.

17 THE COURT: I look forward to getting your proposed
18 Orders. I am keeping with me for the record, Becky, he
19 handed me during the argument 615 S.E. 2d, 116. He handed
20 me a certificate of service signed by Stephen Carter, as the
21 attorney for the Appellant, with no date on it.

22 MS. JOLLEY: Your Honor, that's the third page of the
23 document. It was all attached to the pleadings. It's the
24 third page.

25 THE COURT: Well, the certificate of service has no

1 date on it. And he handed me a civil cover sheet, which was
2 filed February 12th, 2015, also signed by Stephen Carter.

3 I look forward to getting your proposed Orders. Thank
4 you very much.

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25

STATE OF SOUTH CAROLINA)
)
COUNTY OF COLLETON) CERTIFICATE

I, REBECCA H. HILL, Official Court Reporter for the Judicial Department of the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had in the hearing of the captioned case, in the Court of General Sessions for Hampton County, South Carolina, on the 15th day of June 2015.

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

August 21, 2015

Rebecca H. Hill

Rebecca H. Hill,
Official Court Reporter

In The Matter Of:

Willie G. Weekley vs

L.C. Weekley, et al

Hearing

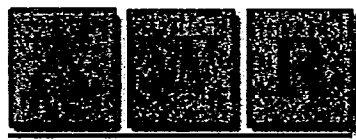
January 5, 2015

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Min-U-Script® with Word Index

1 STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

2 COUNTY OF HAMPTON

3 ESTATE OF WILLIE G. WEEKLEY,
4 DECEASED, BY ITS PERSONAL
5 REPRESENTATIVE, BETTY W. DENNEY,

Plaintiff,

6 vs.

PROBATE FILE NO. 5992.2

7 L.C. WEEKLEY, LAURA WEEKLEY
8 SEGAL, INDIVIDUALLY AND AS
9 PERSONAL REPRESENTATIVE OF
THE ESTATE OF WILLIAM JAMES
WEEKLEY, DECEASED,

10 (Case Caption continued on Page 2.)

11 BEFORE THE

12 HONORABLE: SHEILA B. ODOM

13 DATE: January 5, 2015

14 TIME: 2:01 PM

15 LOCATION: Hampton County Courthouse
16 Courthouse Square
17 1 Elm Street
Hampton, SC

18 REPORTED BY: KELLY A. BALL, Court Reporter

19 A. WILLIAM ROBERTS, JR., & ASSOCIATES

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1 PETER SAAD AS PERSONAL
2 REPRESENTATIVE OF MARY
3 ELIZABETH WEEKLEY SAAD,
4 DECEASED AND AS TRUSTEE OF
5 THE MARY ELIZABETH SAAD TRUST,

6 Defendants.

1 APPEARANCES OF COUNSEL:

2 ATTORNEYS FOR THE PLAINTIFF
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4 ITS PERSONAL REPRESENTATIVE,
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22 (INDEX AT REAR OF TRANSCRIPT)
23
24
25

1 (PLF. EXH. 1, Notice of hearing, was
2 marked for identification.)

3 (PLF. EXH. 2, Motion to reconsider the
4 order of this Court dated August 29, 2013, was
5 marked for identification.)

6 (PLF. EXH. 3, Letter dated October 21,
7 2014 from G. Hamlin O'Kelley, III and the order
8 granting the plaintiff's motion for summary
9 judgment upon the motion to reconsider, was marked
10 for identification.)

11 (PLF. EXH. 4, Letter dated October 28,
12 2014 from G. Hamlin O'Kelley, III, was marked for
13 identification.)

14 (PLF. EXH. 5, Letter dated November 13,
15 2014 from G. Hamlin O'Kelley, III, was marked for
16 identification.)

17 (PLF. EXH. 6, Letter dated December 2,
18 2014 from G. Hamlin O'Kelley, III, was marked for
19 identification.)

20 (PLF. EXH. 7, Last will and testament
21 of Willie Gelzer Weekley, was marked for
22 identification.)

23 THE COURT: Thank you. May be seated.
24 All right. We're here this afternoon in regards to
25 follow-up for a meeting that was held in chambers

1 with Mr. O'Kelley, Mr. Carter, and Mr. Murdaugh was
2 present. Has he -- has anyone talked with his
3 office?

4 MR. O'KELLEY: Yeah. Your Honor, Mr.
5 Murdaugh has discovered he had a conflict in the
6 case and won't be involved any longer.

7 THE COURT: Okay. All right. With
8 that being said, Mr. O'Kelley, the latest filing
9 that this Court had in summarization of our meeting
10 first was where you enclosed the order granting the
11 plaintiff's motion for summary judgment and the
12 motion for reconsider. And I ask you to go ahead
13 and summarize as best possible --

14 MR. O'KELLEY: Yes, ma'am, and I'll try
15 to keep it brief, but, Your Honor, just -- I've
16 given Mr. Carter copies of some exhibits that I'm
17 going to pass up to the Court. The notice of
18 hearing, and obviously we've got a full house
19 today --

20 THE COURT: Correct.

21 MR. O'KELLEY: -- so everybody got
22 notice. The copy of the motion to reconsider,
23 which is currently pending before the Court. And
24 then the correspondence from October and November
25 where I wrote Your Honor asking if we could have

1 another hearing. And a copy of the will of Willie
2 Gelzer Weekley, which Your Honor has read ad
3 nauseam at this point, but that I just didn't know
4 if we needed to make it a copy. Mr. Carter has
5 copies of all of them.

6 Your Honor, you know --

7 MR. CARTER: There's no objection.

8 THE COURT: Okay, thank you.

9 MR. O'KELLEY: -- that this matter is
10 before the Court, our client Ms. Denney, who's
11 right here with me today, Ms. Denney is 82 years
12 old and she's trying to wind up her father's
13 estate. The only living sibling Ms. Denney has is
14 a lady named Margaret Shinar who lives in Michigan,
15 she's 93 years old. They have been trying to wrap
16 up their father's estate for some time now and we
17 filed a motion for summary judgment which Your
18 Honor heard on October 15th of 2010.

19 At that hearing the Court said there
20 would be a ruling and Your Honor issued your ruling
21 on August 29th of 2013. We filed a motion to
22 reconsider because we had some questions about the
23 Court's order. The Court said come to chambers and
24 we came and met with Your Honor on May 15th of
25 2014.

1 And I actually have my notes from that
2 status conference with me today, Your Honor.
3 Mr. Carter was present, Mr. Murdaugh was present,
4 and we went over the order of the Court and the
5 questions we had about that order. And what we
6 were seeking was to clarify that prior order this
7 summer. Specifically we were trying to have the
8 Court determine and rule finally that the transfers
9 that are complained of in Paragraph 9 of our
10 complaint, specifically some transfers from the
11 Saad, S-A-A-D, family and from L.C. Weekley were
12 not appropriate under the terms of the will of
13 Willie Gelzer Weekley.

14 Mr. Weekley died testate in 1977. His
15 will was dated May 10 of '73 and this estate was
16 opened with this court on February 28th of 1983.
17 So in February we'll be looking at 32 years of
18 probate. Your Honor may recall that there are
19 mechanisms in the will to dispose of the real
20 property in Sections 3, 4, 6, 7, and 8. We had
21 arguments about that. We -- I could go through and
22 explain who gets what shares, but I think the Court
23 is pretty fair who gets what.

24 We filed this complaint and the only
25 person to object to the property coming back into

1 the complaint was Laura Weekley Segal who is the
2 personal representative of the estate of William
3 James Weekley, her father, Ms. Denney's brother,
4 who she contends transferred or had property
5 transferred to him improperly so it should come
6 back into her father's estate so that the shares
7 can be distributed per Willie Gelzer Weekley's
8 will.

9 We went before Your Honor and we argued
10 and stated in chambers that there was no evidence
11 presented that Section 7 of the will was complied
12 with for the transfers complained of, and Your
13 Honor heard us out in chambers. We had a lengthy
14 back and forth argument between Mr. Carter, Mr.
15 Murdaugh, and myself. And in that status
16 conference Your Honor said that partial summary
17 judgment was to be granted and the property was to
18 come back into the estate. You also said that you
19 would deny that -- the summary judgment --

20 MR. CARTER: Your Honor, I'm going to
21 object.

22 MR. O'KELLEY: Mr. Carter, I'm
23 explaining what the Court asked me to do.

24 THE COURT: If you hold your objection
25 for -- for just one moment.

1 MR. CARTER: Okay. Certainly, Your
2 Honor.

3 MR. O'KELLEY: Thank you, Your Honor.
4 Your Honor said that summary judgment was to be
5 granted and the property was to come back into the
6 estate. Transfers regarding the 40-acre homeplace
7 were refined. And then, Your Honor, I specifically
8 wrote all these things down because I knew this
9 might come up later, that you were going to
10 transfer the matter to the Circuit Court to
11 determine the distribution of shares because, as
12 Your Honor said, there's a lot going on with this
13 Court, it's you and one staff member, and the
14 Circuit Court Your Honor felt was better able to
15 handle these matters on down the road, which was --
16 you know, we understand that ruling.

17 There hadn't been any evidence
18 presented that Your Honor could find that the
19 mechanisms with the will had been complied with to
20 the transfers to the property that we are
21 complaining of should come back into the estate.
22 You also had stated at that hearing that there was
23 no problem with the 40 acres being distributed to
24 Ms. Denney and Ms. Shinar per the interest of the
25 testator Willie G. Weekley. But you did state that

1 there was no notice and no vote.

2 At that status conference Your Honor
3 said please submit orders. We submitted an order
4 to you as did Mr. Carter. The Court acknowledged
5 receipt of that proposed order on 6/2 of 2014, that
6 would be June 2nd. We've got the file stamp copy
7 on the bottom.

8 And, Your Honor, that is where we are.
9 That is the summary of what has gone on in this
10 case. And I'm happy to have Mr. Carter tell the
11 Court why he thinks that's -- it's different, but
12 that's my understanding of what the ruling was. We
13 wanted to put something on the record today because
14 of the age of my client and her sister. Ms. Denney
15 is, as I stated, and you're not supposed to tell a
16 lady's age, but she is 82 (sic), Ms. Shinar is 93.
17 The estate has been opened 32 years where she has
18 lost -- they have lost other siblings while the
19 estate has been open. Their brother L.C. Weekley
20 who consented to the relief sought in this
21 request -- this case has since died. He died while
22 this matter was pending and after the timeframe to
23 answer was -- has run, so he's in default in the
24 matter as well. But he's got heirs now who need to
25 be -- get some finality.

1 It's my understanding, Your Honor, that
2 you were ruling in our favor, and that was the
3 Court's indication in the status conference. I'm
4 happy to go through and discuss each aspect of the
5 motion that's pending before the Court, which is
6 the motion for summary judgment as to why the will
7 was not complied with, but it's my understanding
8 that Your Honor is fully aware of those arguments
9 and that you were ruling in our favor. We just
10 wanted to put something in the record -- on the
11 record to that effect so we asked the Court for
12 this hearing today.

13 THE COURT: Thank you. And,
14 Mr. Carter -- and albeit probably somewhat wildly
15 unusual for the Court not to object or -- or
16 sustain or overrule your motion -- or your
17 objections to his entries, this is a motion
18 hearing. This -- this I felt, from this Court's
19 perspective, that as all the parties are here, they
20 needed to be brought aware as to what our status
21 conference meeting that day contained and consisted
22 of. I'd prefer that you go ahead now with whatever
23 your objection may have been so that the Court can
24 then rule whether or not it's going to sustain or
25 overrule that objection, but as much that can be

1 brought to light in this court matter today and be
2 put on the record can be done as all the parties to
3 this -- this case need to be brought aware not just
4 with each person's counsel but from the Court's
5 perspective entirely.

6 MR. CARTER: Thank you, Your Honor. If
7 it may please the Court, if I may. For the court
8 reporter, I am Steve Carter. I represent Laura
9 Weekley Segal.

10 Your Honor, the reason for the -- that
11 I was going to object, and it doesn't matter at
12 this point, but a status conference, as the Court
13 is well aware, is a non-record discussion. There
14 is no evidence received. As far as I know, there
15 was no decisions made that day. I think the Court
16 heard everybody's positions, but I don't recall --
17 and if I'm wrong the Court can correct me -- but I
18 don't recall that there was any decisions by the
19 Court that day.

20 The Court did ask for proposed orders,
21 which would be fairly typical to get the counsel's
22 thoughts as to suggestions they might have for the
23 Court. But that status conference was certainly
24 nothing on the level of what this hearing is with
25 the ability of notice to everybody to be here, the

1 opportunity to have a record of the hearing, the
2 opportunity to be heard fully and completely.
3 That's what we think of when we think of a hearing.

4 And so I would just merely suggest to
5 Your Honor that the status conference was
6 something -- just exactly what it says, what's
7 happening, what are we going to do with this case,
8 what are we going to do going forward. And, yes,
9 there was a great deal of discussion. And, of
10 course, obviously the Court is going to correct me
11 if I'm wrong, but I don't believe the Court made
12 any decisions that day.

13 Now, the -- I'll kind of start back at
14 the beginning. First of all, I enjoy the
15 courtroom. I enjoy the opportunity to appear
16 before Your Honor. I respect the Court. And from
17 the time that this country started, we've had -- in
18 order to be deprived of life or liberty or
19 property, we have to have due process. Now, I
20 won't talk about liberty and -- and life, because
21 that's a criminal proceeding. In civil proceedings
22 to be deprived of property, we're entitled to due
23 process.

24 That is a hearing, somewhat like what
25 we have today, notice for all the parties to be

1 there, all the -- everybody who has an interest has
2 a right to be there. That's why we filed the
3 lawsuit, we served the lawsuit, we give notice of a
4 trial.

5 Due process says we have the right to
6 cross-examine witnesses. That's why in Perry Mason
7 the witness was always on the stand and Mr. Mason
8 always had the opportunity to ask those witnesses
9 his questions.

10 We have the right to subpoena
11 witnesses. We have the right to take the stand and
12 testify ourselves.

13 All of those are an important part of
14 due process and they're -- they're recognized on a
15 daily basis. And to deprive someone of due
16 process, a party of due process, is an exception to
17 the rule and I -- and -- and when I say rule, all
18 of our due process rights now in the civil mode
19 have been streamlined into specific rules, rules of
20 civil procedure. And one of those rules, Rule 56,
21 says in rare instances, if, in fact, there's no
22 dispute in the facts, that is if everybody agrees
23 and there's no dispute in the important facts, then
24 a party is entitled to summary judgment pursuant to
25 Rule 56.

1 Now, I -- I know I've provided a lot of
2 law to Your Honor, but the rule itself -- and I
3 don't know if you would like a copy of the rule.

4 THE COURT: No, you've already provided
5 that previously.

6 MR. CARTER: Okay.

7 THE COURT: Thank you.

8 MR. CARTER: 56(c) in pertinent part
9 says that the party moving is entitled to summary
10 judgment if there is no genuine issue as to any
11 material fact. And in looking at whether there's a
12 material fact in dispute, the Court in Rule 56(e)
13 limits what the Court can consider. And it is
14 limited to: Supporting and opposing affidavits
15 shall be made on personal knowledge set forth facts
16 which would be admissible in evidence. And that
17 means admissible in evidence at trial. So in order
18 to consider anything in the course of a -- it's
19 deciding a motion for summary judgment, the Court
20 can only consider what would be admissible at
21 trial. For instance, as we know --

22 MR. O'KELLEY: Your Honor, I'm going to
23 have to state an objection. That's
24 mischaracterizing the rule. Summary judgment
25 motions are done on affidavits, which are hearsay

1 by themselves, so Mr. Carter's --

2 THE COURT: Sustained.

3 MR. O'KELLEY: -- misstating the rule.

4 MR. CARTER: I am not. I am not
5 misstating the rule and that's -- that's an error.
6 You don't have to have affidavits. You can have
7 depositions, you can have all --

8 THE COURT: Right.

9 MR. CARTER: -- you can have many items
10 of evidence, but if an affidavit is given, it has
11 to be on personal knowledge. You can't include
12 hearsay within the affidavit. That's what the --
13 that's what the rule says.

14 Now, if that witness who signs the
15 affidavit, if there's any counter affidavit that --
16 that counters any of those facts, then they cancel
17 each other out and nobody gets summary judgment.
18 And at trial, those two witnesses who signed those
19 two affidavits can be cross-examined.

20 When we go to -- when we jump through
21 discovery phase, we jump then to summary judgment
22 phase without ever having any opportunity to
23 cross-examine witnesses, we've jumped over and
24 avoided due process. So I'm going to take it back
25 to in summary judgment and the -- and I've provided

1 the case law and I'll cite some cases for Your
2 Honor: Bass v. Gopal which is a 2011 case from the
3 Supreme Court, 395 South Carolina 129. And then
4 also the Wright v. School District of Fairfield,
5 which is a 1994 case.

6 Both those cases say the nonmoving
7 party, which is Ms. Segal, the nonmoving party is
8 entitled to the benefit of every possible inference
9 so that -- summary judgment we don't weigh
10 evidence, we decide is there any evidence that's
11 opposed.

12 A good example that I use in -- on a
13 daily basis is if the dispute is as to who ran a
14 red light and I drove through an intersection and I
15 say I had a green light, the plaintiff says they
16 had a green light and that plaintiff has a busload
17 of the most outstanding citizens in the state along
18 with a couple of priests and a couple of Baptist
19 ministers and they all say that I ran the red light
20 but I deny running the red light, that means they
21 don't get summary judgment, because there's a
22 scintilla of evidence, a mere speck of evidence
23 that says, well, this -- there's a question of fact
24 on that material issue who ran the red light.

25 In this case, we have extremely complex

1 sets of facts. I know Your Honor diligently worked
2 hard to try and figure out all of the facts. I can
3 tell you that any group of lawyers sitting in a
4 room could argue 16 different things that we didn't
5 even talk about yet in this case. It's -- it's a
6 very complex -- on facts, on the history, and on
7 the law, it's very complex.

8 It's clearly, in my estimation, I would
9 have to say it's not one -- it's not right for
10 summary judgment. We haven't even done discovery
11 yet. I haven't even had the opportunity -- they
12 rely heavily on a report, not an affidavit, but a
13 report from someone who is supposed to be a title
14 examiner. They -- they were trained mechanically
15 to look at titles. They're not trained in the law
16 of wills. And yet they render a legal opinion
17 about what the will's intent -- what -- what
18 happened here.

19 That's Your Honor purview. You decide
20 the law, not -- and -- and you don't listen to
21 opinions about the law from -- from -- unless
22 someone is qualified truly as an expert and we
23 don't -- the person didn't indicate in their -- in
24 their statement, not even an affidavit, that they
25 had a law degree, had any legal training whatsoever

1 other than they were title examiners.

2 So I would suggest if -- if that were
3 at all significant, then I would at least have the
4 opportunity to take that witness' deposition and
5 cross-examine them at trial, but I don't -- I don't
6 even think we get to that point because in this
7 case the facts and the law are so complex and Your
8 Honor in -- and I note that the plaintiffs proposed
9 order states at Page 1 that the order confirms and
10 clarifies the Court's order of -- this is on the
11 first page at the bottom of the proposed order it
12 -- as a preamble it is inserted that this order,
13 the second line, this order confirms and clarifies
14 the Court's order of October -- of August 29th,
15 2013.

16 Well, first of all, it didn't confirm
17 the order, it changes it 100 percent.

18 THE COURT: Okay.

19 MR. CARTER: And it certainly
20 doesn't -- doesn't clarify it, it just changes the
21 order entirely. And when we -- when we talk about
22 questions of fact -- Your Honor did a yeoman's job
23 in going through and -- I'll look at the Court's
24 order, the order that was actually filed in this
25 case on August 29th, 2013 and on Page 9 beginning

1 at the second sentence this Court made numerous
2 conclusions, all of which were supported by an
3 affidavit and documents presented by Ms. Segal.
4 And all of those findings that the Court made
5 create question -- or are clearly questions of fact
6 that are challenged by the plaintiff.

7 Now the plaintiff can challenge them,
8 but as of the time of motion for summary judgment
9 if there's any evidence whatsoever to support the
10 plaintiff -- the -- Ms. Segal's position then she
11 gets the benefit of that support, that inference.
12 And as the Court concluded, there was -- Your --
13 Your Honor recited that the transactions made --
14 and, again, this is a second paragraph on -- under
15 paragraph numbered two on Page 9, the transactions,
16 which is, of course, all of the transactions that
17 Ms. Segal and her father participated in, the
18 transactions made in regards to the 269.5 acres
19 were done first well after two years after the
20 death of the testator. As Your Honor clearly
21 understood, that was outside of the will.

22 So Your Honor obviously understood
23 that, well, we didn't comply with the will, but a
24 whole lot of other things happened besides that and
25 that is, second, the conveyances were made in

1 accordance with the division surveys that all of
2 the heirs were knowledgeable of with no offer to
3 join in the purchase, no apparent objection or
4 complaint for a period of five years. That's well
5 outside any statute of limitations. That's well
6 beyond laches. Both of which were affirmative
7 defenses asserted by Ms. Segal. Your Honor clearly
8 found that under those -- under those issues at
9 least questions of fact were created.

10 Your Honor goes on to find that
11 proposed -- that the proposed division surveys were
12 initiated between 2000 and 2003 with no objections,
13 complaints, questions or offer to join in the
14 purchase being raised regarding the division
15 interest at the time nor at the time of the signing
16 of the first farming lease in 2002.

17 And then you go on to note quite
18 significantly I believe, every year an accounting
19 was provided to all heirs of the prospective
20 farming income division and, again, no question,
21 argument, offer or dispute was raised regarding the
22 transfers.

23 So as Your Honor well recognized, okay,
24 maybe the original transfers were not in technical
25 compliance with the -- with the will, but very

1 often wills can't be followed.

2 For instance, if -- if -- if I contract
3 with somebody to say you come and take care of me
4 and I will leave my estate to you, that's a
5 contract. If I prepare a will that transfers
6 differently, the Court's going to set aside that
7 will and honor the contract if it can be proven.

8 Likewise if I have specific bequests of
9 a farm or a car and by the time the person dies the
10 decedent had sold that farm or sold that car,
11 obviously the bequests in the will could not be
12 complied with.

13 This is exactly the same thing. No,
14 there is not specific exact compliance, but there
15 is enough questions of fact as to whether these
16 transfers were viable and legal and proper anyway
17 as presented by the evidence provided by Ms. Segal
18 in her -- by way of her affidavit and supporting
19 exhibits.

20 Your Honor found those things were
21 questions and they continue to be questions to this
22 day. The mere fact that there wasn't strict
23 absolute precise satisfaction of every tenet of the
24 will does that mean those transfers are invalid.
25 As -- as Your Honor found from these -- from her

1 findings, those are questions.

2 And the Court goes on to say with all
3 of these accountings and with all of these
4 transfers and with the -- with the surveys being
5 provided and all of those things -- now, the
6 plaintiffs might dispute all of that, but those --
7 there is evidence of all of that. No -- the Court
8 concludes at the bottom of Page 9 no action or
9 dispute to the contrary was made until the
10 complaint was filed by the plaintiff in 2007.

11 At a minimum, Your Honor, that raises
12 affirmative defenses which are a part of Ms.
13 Segal's response and that is laches and statute of
14 limitations and acquiescence and accord and
15 satisfaction. All of those defenses are supported
16 by those facts.

17 I would also, just as an aside, as the
18 Court found, there were accountings provided every
19 year. As far as I know, we haven't received an
20 accounting since the operations were taken over by
21 the personal representative, there's -- but that's
22 not a formal thing that's before the Court today,
23 I'm just pointing out, Your Honor, I believe that
24 there --

25 MR. O'KELLEY: And, Your Honor, I'm

1 going to object to that, because, again, that's not
2 before the Court.

3 THE COURT: Sustained.

4 MR. CARTER: All right. Thank you,
5 Your Honor.

6 MR. O'KELLEY: Your Honor, briefly in
7 reply. I'm glad Mr. Carter is able to educate the
8 Court on due process because this case has had
9 nothing but due process. The will was opened, it
10 has been years in the making of the will being
11 dealt with other than the way of Ms. Segal's father
12 treating this estate as his personal piggybank once
13 he died. There is --

14 MR. CARTER: Objection, Your Honor,
15 there was no evidence of that.

16 MR. O'KELLEY: Once he died there was
17 no -- I'll withdraw it, Your Honor.

18 THE COURT: Okay.

19 MR. O'KELLEY: Once he died the estate
20 founder, Ms. Denney, they came to our firm and said
21 help. We filed a petition to have her appointed.
22 That was heard and granted.

23 We then filed a complaint. It was
24 served. Answers came back. We filed a motion for
25 summary judgment, which Your Honor knows under Rule

1 56 can be filed at any time. It doesn't matter
2 when it is filed.

3 But when a motion for summary judgment
4 is filed, the nonmoving party must come forward
5 with some form of evidence, a mere scintilla of
6 evidence, that shows that a genuine issue of
7 material fact exist.

8 Well, Your Honor, I almost fell out of
9 my chair a minute ago, because Mr. Carter just
10 stated there was no compliance with the will and
11 that was Your Honor's ruling on Page 9 where the
12 Court found that all of the inner-family deeds --

13 MR. CARTER: I'm going object again.
14 That's mischaracterization of -- of my argument,
15 Your Honor. What I said was --

16 MR. O'KELLEY: Your Honor --

17 MR. CARTER: -- even assuming that
18 there was not --

19 MR. O'KELLEY: Your Honor, I did --

20 MR. CARTER: -- compliance. I did not
21 concede that there was noncompliance.

22 THE COURT: Overruled to the objection.

23 MR. O'KELLEY: Okay. Thank you, Your
24 Honor.

25 The Court found that all of the

1 inner-family deeds made except that of conveyance
2 made to Mixon J. Zahler, Jr. are improper. And,
3 Your Honor, there is a way to comply with the will,
4 as Your Honor knows and as Your Honor found,
5 because the transfers to Mr. Zahler, who's in the
6 courtroom with us today, were in compliance with
7 the will.

8 And I think that's what we're here
9 about today, Your Honor, is the fact that there was
10 no evidence presented. And, again, this case has
11 been pending. The complaint was filed in 2007.
12 Ms. Segal hasn't taken the first deposition. Ms.
13 Denney is right here. Crocker Abstracting is just
14 down the road.

15 This motion has been pending since
16 2010. So to say that we're in a discovery phase
17 and we need to do discovery seems a bit silly since
18 the case has been pending for so long.

19 Your Honor did make a ruling that all
20 of the inner-family deeds made are improper. And,
21 Your Honor, we're seeking to have the Court either
22 put something on the record or clarify its order
23 from what we talked about in the status conference
24 that that was my understanding, and if my
25 understanding was improper I apologize to

1 Mr. Carter and to the Court, that that's why Your
2 Honor wanted a proposed order from us quickly, was
3 so that Your Honor, while it was fresh in Your
4 Honor's mind, you could finally memorialize the
5 fact that the will was not complied with.

6 And it's interesting, Your Honor, if
7 these properties come back into the estate, there
8 is no deprivation of life, liberty or the pursuant
9 of happiness or property. They come back into the
10 estate and they're distributed according to the
11 estate. And because Ms. Segal steps into the shoes
12 of her now deceased father, she still will have the
13 largest shares.

14 The homeplace, Your Honor ruled, the 40
15 acres, was transferred properly. No one seems to
16 be contesting that issue here today. That was part
17 of our order.

18 But, Your Honor, I think it's important
19 to note and I think Your Honor has indicated, at
20 least it was my impression, and, again, if I'm
21 mischaracterizing something I apologize to Your
22 Honor and to Mr. Carter, but I thought it was your
23 impression from the status conference and even here
24 today, I don't see any evidence that says the will
25 was complied with.

1 And this simply gets the property back
2 into the estate and then Your Honor can say, Judge
3 Buckner or retired judge whoever or special referee
4 whoever, please distribute the estate according to
5 Mr. Weekley's will so that we can close this matter
6 for an 89 (sic) year old lady whose with us today
7 and for a 93-year old lady who's in Michigan who
8 can't be with us.

9 So that -- that is the point, Your
10 Honor. Due process has been more than complied
11 with. We have not seen a speck of evidence that
12 says the will was complied with and that's why we
13 filed our motion. And, Your Honor, that's why
14 we're here today, to get something on the record
15 about the fact and to clarify what Your Honor ruled
16 already in August of 2013.

17 THE COURT: Thank you.

18 MR. CARTER: Your Honor, may it please
19 the Court, I -- I would submit it's disingenuous to
20 say that granting the plaintiff's motion for
21 summary judgment does not take away property from
22 Ms. Segal. She has a certain number of shares in
23 the property and a certain number of acres and the
24 plaintiff wishes to take those away from her. That
25 is taking property . So I'm not sure where --

1 where that was going.

2 But if the Court recalls, we attempted
3 to do discovery early on. We served
4 interrogatories and requests for documents. They
5 were -- those requests and interrogatories were not
6 complied with until after we filed a motion for --
7 to compel --

8 MR. O'KELLEY: But they've been
9 complied with, Your Honor. They've been complied
10 with, Your Honor, and --

11 MR. CARTER: Yes.

12 MR. O'KELLEY: -- this isn't before the
13 Court, Your Honor.

14 MR. CARTER: It -- well, it is when
15 it's raised in the due process mode, Your Honor,
16 because those -- they were complied with just
17 before summary judgment.

18 MR. O'KELLEY: They were still complied
19 with, Your Honor. So, again, I don't know what his
20 argument is.

21 MR. CARTER: I -- I would -- I would
22 like the opportunity to finish without being
23 interrupted so that he could learn what my argument
24 is.

25 THE COURT: Thank you, Mr. O'Kelley.

1 MR. O'KELLEY: Thank you, Your Honor.

2 MR. CARTER: Thank you, Your Honor.

3 Typically we -- we send our interrogatories, find
4 out who their witnesses are, what they're going to
5 do, what they're going to say, and we ask for the
6 documents that they're going to use at trial.
7 After we get those, we commence depositions.

8 Now, this case, the depositions are
9 going to be extensive and expensive. We have many
10 witnesses from other states. The -- the Court --
11 the interrogatories and -- and requests for
12 documents were satisfied at the time of the motion
13 for summary judgment. So once the summary -- once
14 the summary -- the Court -- the summary judgment
15 issue was before the Court, we couldn't really do
16 discovery. We could, but we don't know how the
17 Court was going to rule and that would affect our
18 depositions going forward.

19 So to say -- and, again, you -- I'm not
20 sure what he's saying when he says, well, we filed
21 promptly in 2007. As the Court clearly observed by
22 your -- your order, many years went past and lots
23 of documents were provided to the -- to the
24 plaintiff so that they understood what was going
25 on.

1 And, again, what I -- what our -- what
2 our position is, as in any case, the mere fact that
3 something went wrong in a case doesn't mean that
4 the plaintiff wins. The mere fact that I ran a red
5 light doesn't mean the plaintiff wins if they have
6 no damages. There -- the mere fact that a contract
7 is not complied with is not dispositive if the
8 other side -- if the -- if the plaintiff didn't
9 comply first.

10 So there's always affirmative defenses
11 outside of was the contract or the will strictly
12 complied with. And -- and Your Honor has
13 significant evidence before it that, yes, there was
14 not -- there -- there was affirmative defenses of
15 laches and statute of fraud, statute of
16 limitations, and statute of frauds and waiver and
17 all of those affirmative defenses that we put into
18 our memorandum and opposition of summary judgment
19 and all of the evidence opposed -- in support of
20 those affirmative defenses -- and if we have any
21 evidence that supports the affirmative defense then
22 the plaintiff is not entitled to summary judgment
23 and that's -- that is where we are on summary
24 judgment.

25 It's -- it's irrelevant whether there

1 was a contract compliance if there are other
2 affirmative defenses to compliance with the
3 contract or in this case a will. And that's --
4 that's all I wanted the Court to understand. I
5 really appreciate your -- your attention and your
6 time, Your Honor, thank you.

7 MR. O'KELLEY: And, Your Honor, if --
8 if I may just quickly, this is a case that screams
9 for summary judgment because it's not a contract
10 case. It's not a car wreck case. It's a will
11 case. And it's this Court's duty, as Your Honor
12 knows, to strive to determine and give effect to
13 the testator's attempt. And that's the case of May
14 v. Riley it's from 305 S.E.2nd Case 77 from 1983.
15 It was affirmed in the case of In re Estate of
16 Fabian in the Court of Appeals at 483 S.E.2nd at
17 474. And Your Honor has heard that there was no
18 compliance with the mechanisms in the will for
19 these transfers to be upheld.

20 And that's -- that's it, Your Honor.
21 That's all we're seeking here. The fact that there
22 are affirmative defenses doesn't change the fact
23 that not one scintilla of evidence has been brought
24 to this Court since this case began that says we
25 complied. And as Your Honor found in the order,

1 all the transfers were not in compliance with the
2 will except the transfer of Mr. Zehler.

3 So there is a mechanism to be -- to be
4 had and the family knew there was mechanism to do
5 this, but it wasn't done in the case of the four
6 transfers we're talking about in Paragraph 9 of the
7 complaint.

8 This isn't complicated. Mr. Weekley
9 wanted his family to keep the property together.
10 He went to Mr. Anderson and they drafted this will
11 ages ago to try and get it -- excuse me, not Mr.
12 Anderson, Mr. Kinard years ago to try to do this
13 mechanism the best way they could. This was before
14 the LLC statutes. This was before the people
15 thought you could put family property into
16 corporations. And they did it the -- before the
17 probate code, Your Honor.

18 They did this pretty sophisticated will
19 and pretty cleverly, maybe to my client's chagrin
20 all these years later, but, Your Honor, your ruling
21 was clear and we sent the order to bootstrap and
22 clarify that order that said the will was not
23 complied with and that's what we're here about
24 today.

25 THE COURT: And, sir, you had something

1 to offer.

2 MR. DAVIS: Your Honor, may I be heard?

3 THE COURT: Could you state your name
4 and your position --

5 MR. DAVIS: Yes, ma'am.

6 THE COURT: -- for the record, please.

7 MR. DAVIS: My name is Tom Davis. I'm
8 an attorney at Harvey & Battey in Beaufort and I'm
9 making an appearance today on behalf of Chris
10 Crosby who has an interest in this matter but who
11 has not been named as a party to this action and
12 has not had a chance to yet to be heard. And I
13 would like to briefly outline what the basis of his
14 interest is and request that we be included in any
15 future correspondence between the parties that
16 effect my client's interest.

17 THE COURT: Is there any objection from
18 Mr. O'Kelley or Mr. Carter?

19 MR. O'KELLEY: Absolutely, Your Honor.
20 Mr. Crosby may have an interest in the estate of
21 L.C. Weekley. L.C. Weekley was served with this
22 complaint. He did not answer this complaint. He
23 was in default in this matter. And he consented to
24 the relief that was requested in the case.

25 He subsequently died. If we need to

1 substitute his estate as a party, we might need to
2 do that, but because he's in default in the matter
3 there's really nothing for Mr. Crosby or his
4 attorney to say. He's been in default. He was
5 served, the 30 days ran, and he's been in default
6 since 2007, and that was well before he died, Your
7 Honor.

8 THE COURT: Okay. And there's
9 sufficient evidence in the court record from '07
10 where he was initially served with the notice?

11 MR. O'KELLEY: Yes, ma'am. Absolutely.

12 THE COURT: Okay.

13 MR. DAVIS: If I may be heard briefly,
14 Your Honor.

15 THE COURT: I'm going to allow you to
16 go ahead and submit your comments into the record
17 and --

18 MR. O'KELLEY: And, Your Honor, just
19 from -- if we could note my objection for the
20 record --

21 THE COURT: Certainly.

22 MR. O'KELLEY: -- and the objection is
23 continuing and --

24 THE COURT: Duly noted.

25 MR. O'KELLEY: -- and, Your Honor, it's

1 my understanding your ruling is that this -- you
2 will allow Mr. Davis to make his presentation but
3 are you ruling -- well, I'll just see what happens.

4 THE COURT: Okay.

5 MR. O'KELLEY: With Your Honor's ruling
6 if I need to preserve the objection I will do so.

7 THE COURT: All right. Thank you.

8 MR. DAVIS: Thank you, Your Honor. Mr.
9 Crosby has either one of two interests in the real
10 property that's -- in this case. If, in fact, the
11 plaintiff is correct and the deeds of distribution
12 were done improperly, then he has whatever interest
13 Lucas Weekley would have received since he is the
14 devisee in Lucas Weekley's will which is in probate
15 in this Court.

16 If, in fact, those deeds of
17 distribution were done properly, then he has an
18 interest in the subject matter of this action
19 because he is the holder of a mortgage against real
20 property that was given to Mr. Weekley prior to his
21 death and subsequently willed to Mr. Crosby in the
22 last will and testament of Lucas Weekley.

23 So irrespective of whether eight or
24 nine years ago pleadings were served and Lucas
25 Weekley was held in default, my client either has

1 an equitable interest in the land by virtue of
2 holding a mortgage or he has a fee simple interest
3 in the land by virtue of having whatever interest
4 Lucas Weekley had in the property.

5 In either event, neither Lucas Weekley,
6 that I can see in this caption -- or I guess that's
7 L.C. Weekley -- but my client, who currently stands
8 in the shoes, deserves to be heard irrespective of
9 whether or not there was a default. I mean, things
10 may change. Motions may be held that affect my
11 client's interest beyond what was initially pled.
12 He has an interest in these proceedings.

13 And we properly notified counsel when
14 Your Honor issued her order in August 29th, 2013.
15 My client became aware of that, thought his
16 interest was affected. I contacted counsel for the
17 parties and let them know that I represented Chris
18 Crosby, that he had either an equitable or a legal
19 interest in the subject matter of the real
20 property. And just by happenstance about a month
21 ago contacted the parties again and asked what the
22 status of the matter was and I heard, Your Honor,
23 that there was going to be a hearing today.

24 So I appeared today on behalf of my
25 client protecting either his equitable interest in

1 the real property in the event that the deeds of
2 distribution were proper or his legal interest in
3 the real property to the extent the deeds of
4 distribution were executed and administered
5 improperly.

6 THE COURT: Okay. Thank you.

7 MR. DAVIS: Thank you.

8 MR. O'KELLEY: And, Your Honor, just
9 briefly in reply, Mr. Weekley, again, is in
10 default, L.C. Weekley, the testator for Mr. Crosby
11 and he consented to his shares -- his transfers
12 coming back into the estate. And ultimately L.C.
13 Weekley had five of the shares of his father's
14 estate under paragraph -- excuse me, Section 4 of
15 the will, just so the Court is aware of that.

16 THE COURT: Okay. Thank you.

17 MR. CARTER: May I inquire as to the
18 form of the consent? He stated Mr. L.C. Weekley
19 consented.

20 MR. O'KELLEY: He consented by default.

21 MR. CARTER: Okay. So he didn't
22 consent affirmatively --

23 MR. O'KELLEY: He has -- he has eight
24 and a half shares. Actually he -- he consented
25 affirmatively because he did not answer the

1 complaint. He was served and --

2 MR. CARTER: I understand, but that
3 wasn't an affirmative consent, that was a default.

4 MR. O'KELLEY: Which -- which in this
5 case his -- there's only one party who filed an
6 answer objecting to the relief sought and that was
7 your client, Mr. Carter.

8 MR. CARTER: I'm just wanting to
9 clarify, Your Honor, because it seemed as though
10 there was affirmative consent and I don't believe
11 that's the state of the record. I just --

12 MR. O'KELLEY: Your Honor, he consented
13 by his default. And just for the record, Your
14 Honor, I've got it wrong, Lucas Carroll Weekley
15 gets eight and a half shares under the rule, just
16 for the record. I had stated five, but it's eight
17 and a half.

18 THE COURT: Okay.

19 MR. O'KELLEY: So that would be
20 whatever share Mr. Crosby would be stepping into.

21 THE COURT: So as you see, ladies and
22 gentlemen of -- that are here in the galley today,
23 regarding the case of Mr. Willie G. Weekley what
24 this Court has had to contend with over this period
25 of the number of years since 2006 I'm going to say

1 slash 7 to current date and the 30 years all total.

2 This is not being something that the
3 Court has held lightly. This is not something that
4 this Court has been able to set on a shelf and just
5 hold you off on an answer. This is something this
6 Court has contended with time after time after
7 time, but in -- when it all comes down to the
8 bottom line, the duty of this Court is to determine
9 whether or not the intent of the testator was
10 carried out.

11 And there have been several ways that
12 it's been put before this Court to decide this way
13 or that way, but the bottom line that this Court
14 has to make sure and adhere to is the testator's
15 intent. What did this gentleman want as a result
16 to happen from his last will and testament.

17 He took the time, he took the
18 initiative to prepare a will. He wrote out in his
19 last will and testament, which albeit it took me
20 about 13 hours of my personal time away from my
21 office, away from the phones, to go through and
22 decipher over and over again once both the
23 councilmen put before this Court their independent
24 positions for their clients behalfs to look at it
25 from the ground up in -- in both spectrums. Not an

1 easy task. Whether it be that I myself
2 independently had been in this court or any other
3 probate judge.

4 So therefore taking a step back from
5 all of those other smoking guns and mirrors, this
6 Court has had to go back to the original question
7 what was the testator's intent. This Court finds
8 in ruling the way that the Court did in August and
9 presenting the order that the Court presented and
10 in the middle of this order that the Court felt had
11 equitably tried to entertain the position from both
12 parties here, that this order couldn't really go as
13 it was so the Court does take a step back and look
14 at the issues again regarding the order and the way
15 it was -- was presented. Couldn't make a ruling in
16 part. It's one way or the other.

17 The Court does offer the apologies. I
18 tried to do what I felt like from the Court's
19 perspective that would be in the best interest of
20 all parties. There again, it brings me back to
21 square one and the point again of was the
22 testator's will carried out.

23 This -- this Court is ruling from this
24 bench today because, again, I do in agreement with
25 both attorneys feel that this Court -- this case

1 has gone on for far too many years. Unfortunately
2 I feel like it's -- it's not a quick fix, it's
3 going to continue to go on; however, you will have
4 a point that you can derive and go from this date
5 forward.

6 This Court is rendering an order for
7 motion of summary judgment and the Court is going
8 to release the case to the circuit court for the
9 properties that are going back into the estate for
10 the circuit court to rule on how those properties
11 should be distributed or whether or not those
12 contracts for deeds are going to be affirmed or
13 not, but from this day forward the probate court
14 summary judgment stands as ordered.

15 MR. O'KELLEY: And, Your Honor, just as
16 a point of clarification, it's -- the order from
17 2013 stands as the order saying that the properties
18 were -- should go back to the estate.

19 THE COURT: That is correct.

20 MR. O'KELLEY: And, Your Honor, those
21 properties being the four that are complained of in
22 Paragraph 9 -- the transfers in Paragraph 9 of the
23 complaint are now back into the estate.

24 THE COURT: That's correct.

25 MR. O'KELLEY: And does Your Honor need

1 a further order to that effect or is the ruling
2 from the bench sufficient?

3 THE COURT: There is going to need to
4 be a documented order per -- per --

5 MR. O'KELLEY: I'll --

6 THE COURT: -- verbatim.

7 MR. O'KELLEY: I'll be happy to prepare
8 one. I've been writing it down. And I will
9 actually order the transcript, madam reporter, so I
10 will take the court's ruling and quote it from the
11 transcript and attach the transcript --

12 THE COURT: Per quote and I will be
13 watching for that.

14 MR. O'KELLEY: I will -- I will
15 actually quote it and I will attach the transcript
16 to the last page -- it'll -- the transcript will be
17 attached to the order, in other words, so it will
18 be quoted what Your Honor has just ruled.

19 THE COURT: Okay. Thank you.

20 MR. CARTER: Thank you, Your Honor.

21 I -- I -- I appreciate your time. I believe -- and
22 I'm not sure why there has to be -- if you're going
23 to affirm your order, why you need another order.
24 It seems to be your order affirmed is sufficient.

25 THE COURT: It is, but if this record

1 is going to a higher court, I want it in writing so
2 that it can follow the entire record.

3 MR. CARTER: No, I understand, but, if
4 I understand correctly, you are simply affirming
5 your order.

6 THE COURT: No, the -- my previous
7 order --

8 MR. CARTER: Yes.

9 THE COURT: -- was in part that part of
10 the properties go back into the estate. This
11 affirmative today is that everything as though it
12 had not ever been done in any part. All of it.

13 MR. CARTER: Okay. So you're not
14 confirming your prior order, you are issuing a new
15 order?

16 THE COURT: Issuing a new order that it
17 should start from the ground up.

18 MR. CARTER: Okay. Thank you, Your
19 Honor.

20 MR. DAVIS: Your Honor?

21 THE COURT: Yes, sir.

22 MR. DAVIS: May I request that my
23 client be Chris Crosby be substituted as a party
24 defendant for L.C. Weekley. I think both sides
25 acknowledge that he is the sole devisee in the will

1 and I don't -- based on what I'm hearing, I don't
2 think there's objection to having Mr. Crosby
3 substituted in the stead of L.C. Weekley. Am I
4 correct in that regard?

5 MR. O'KELLEY: No, Your Honor, the
6 estate of L.C. Weekley might be substituted, but I
7 don't -- I would need to go through Mr. Weekley's
8 will and have evidence of that and all that, but I
9 think if we wanted to substitute to estate -- but
10 it's really not necessary since he's in default in
11 the case and has been for eight -- almost eight
12 years.

13 MR. DAVIS: Your Honor, irrespective of
14 whether he's in default, he has an interest in how
15 the property is subsequently going to be handled by
16 the circuit court. I mean, my client has property
17 interests that are going to be determined above and
18 beyond what was in the initial pleading.

19 THE COURT: I think you're going to
20 have to submit it from the estate of L.C. and let
21 the higher court rule.

22 MR. DAVIS: Okay. I thought there
23 might have been a consent, but I can file a full
24 motion to substitute a defendant, Your Honor.
25 Thank you.

1 THE COURT: Thank you. There's nothing
2 further. This court is adjourned.

3 MR. O'KELLEY: Thank you, Your Honor.

4 (The hearing was concluded at 2:49 PM.)
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1 CERTIFICATE OF REPORTER
2

3 I, Kelly A. Ball, Court Reporter and
4 Notary Public for the State of South Carolina at
5 Large, do hereby certify that the foregoing transcript
6 is a true, accurate, and complete record.

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

10 Witness my hand, I have hereunto affixed
11 my official seal this 5th day of January, 2015 at
12 Charleston, Charleston County, South Carolina.
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23 Kelly A. Ball
24 My Commission expires
25 November 19, 2017

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REQUESTED INFORMATION INDEX

(No Information Requested)

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PLF. EXH. 3, Letter dated 4 6

October 21, 2014 from G.

Hamlin O'Kelley, III and the

order granting the plaintiff's

motion for summary judgment

1	upon the motion to reconsider		
2	PLF. EXH. 4, Letter dated	4	11
3	October 28, 2014 from G.		
4	Hamlin O'Kelley, III		
5	PLF. EXH. 5, Letter dated	4	14
6	November 13, 2014 from G.		
7	Hamlin O'Kelley, III		
8	PLF. EXH. 6, Letter dated	4	17
9	December 2, 2014 from G.		
10	Hamlin O'Kelley, III		
11	PLF. EXH. 7, Last will and	4	20
12	testament of Willie Gelzer		
13	Weekley		

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ASSESSOR'S OFFICE

TN 2010-0720
DATE 10-5-10 CLERK RB

Instrument 201000001688 Book Page 366 297

201000001688
Filed for Record in
HAMPTON COUNTY SC
MYLINDA NETTLES, COUNTY CLERK
10-04-2010 At 02:43 pm.
D-DEED DIST 10.00
Book 366 Page 297 - 299

STATE OF SOUTH CAROLINA)
) PROBATE COURT
COUNTY OF HAMPTON)

IN THE MATTER OF: WILLIE GELZER WEEKLEY
CASE NUMBER: 5992

201000001688
BUIST BYARS & TAYLOR LLC
652 COLEMAN BLVD
MT PLEASANT SC 29464

DEED OF DISTRIBUTION

WHEREAS, the decedent died on the 6th Day of November, 1977,
and,

WHEREAS, The estate of the decedent is being administered in the Probate Court for
Hampton County in Case Number 5992.

WHEREAS, The Grantees herein are either beneficiaries or heirs at law, as appropriate,
of the decedent, and

WHEREAS, The undersigned Personal Representative is the duly appointed and
qualified fiduciary in this matter,

NOW, THEREFORE, in accordance with the laws of the State of South Carolina, the
Personal Representative Betty W. Denney has granted, bargained, sold and released, and by
these Presents does grant, bargain, sell and release all her right, title and interest in and to the
following described property, to-wit:

SEE ATTACHED EXHIBIT A FOR LEGAL DESCRIPTION OF PROPERTY

Name: Betty W. Denney 50%
Address: P.O. Box 96
Barwick, GA 31720

Name: Margaret W. Shinar 50%
Address: 712 Garland Circle, Apt. D
Kalamazoo, MI 49008

TOGETHER with all and singular, the Rights, Members, Hereditaments and
Appurtenances to the said Premises/Property belonging or in anywise incident or appertaining

TO HAVE AND TO HOLD, all and singular, the said Premises/Property unto the said
Grantees Betty W. Denney and Margaret W. Shinar, their heirs and assigns forever.

RECORDED THIS 5 DAY
OF October 20 10
IN BOOK 7 PAGE 200
Jessie Williams
AUDITOR HAMPTON COUNTY, S.C.

IN WITNESS WHEREOF, the undersigned, as Personal Representative of the estate of the decedent, has executed this Deed.

Dated this 28 day of Sept, 2010

Estate of: WILLIE GELZER WEEKLEY

Notary Public

Signature: Betty W. Denney

Becky Jo Reyes

Betty W. Denney

Personal Representative

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Thomas County

State of Georgia

First Witness

Sally Abungers

Second Witness

STATE OF GEORGIA)

COUNTY OF Thomas)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 28 day of Sept 2010 by
Betty W. Denney

Notary Public

Becky Jo Reyes
Notary Public for the State of Georgia

Becky Jo Reyes

My Commission Expires: 5/12/12

Thomas County

BELOW, PLEASE SPECIFY THE EXACT NAME AND ADDRESS
OF THE PERSON TO WHOM TAX BILL SHALL BE SENT:

NAME: Betty W. Denney
ADDRESS: P.O. Box 96
Barwick, GA 31720

EXHIBIT A

ALL that certain piece, parcel or tract of land, together with improvements thereon, if any, being in the State of South Carolina, County of shown as "Parcel A 31.24 acres and Parcel B 8.76 acres" on that certain plat entitled "PLAT PREPARED AT THE REQUEST OF ESTATE OF W.J. WEEKLEY A BOUNDARY SURVEY OF A PORTION OF TAX MAP #170-00-00-014, SALKEHATCHIE ROAD, NORTH EAST OF CUMMINGS, HAMPTON COUNTY, SOUTH CAROLINA" by Thomas G. Stanley, Jr., PLS #18269," dated December 8, 2009, and recorded in the Register's Office for Hampton County in Book 132 at Page 4 on August 12, 2010. Said tracts is shown on the above mentioned plat as having 31.24 acres. and 8.76 acres and having such dimensions, buttings and boundings as will be shown more fully by reference to the above mentioned plat.

This being the same property described in the Willie Gelzer Weekley , deceased, who died on November 6, 1977, as will more fully appear by reference to Case No. 5992 in the Office of the Probate Court for Hampton County and known as forty (40) acres east and west of Salkehatchie Road.

TMS NO. 170-00-00-014 (Portion)

200000002828
Filed for Record in
HAMPTON COUNTY SC
MYLINDA NETTLES
On 09-21-2000 At 10:47 am.
D-DEED 65.50
Book 246 Page 225 - 228

200000002828
WILLIAM C ANDERSON JR

STATE OF SOUTH CAROLINA)
COUNTY OF HAMPTON) TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, That MARY ELIZABETH WEEKLEY SAAD AS TRUSTEE OF THE MARY ELIZABETH WEEKLEY SAAD TRUST DATED OCTOBER 7, 1997, hereinafter referred to as GRANTOR(S), in the State aforesaid, County aforesaid, in consideration of the sum of FIFTEEN THOUSAND AND NO/100 (\$15,000.00) DOLLARS, to her paid by LAURA W. SEGEL, c/o W.J. Weekley, Rt. 2 Box 1113, Varnville, South Carolina 29944, hereinafter referred to as GRANTEE(S), in the State aforesaid, County aforesaid, (the receipt of which is hereby acknowledged), have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said GRANTEE(S), LAURA W. SEGEL, her heirs and assigns, the following described property, to-wit:

Instrument Book Page
200000002828 246 225

ALL OF THE RIGHT, TITLE AND INTEREST OF MARY ELIZABETH WEEKLEY SAAD, BEING THAT CERTAIN INTEREST INHERITED FROM HER FATHER, W.G. WEEKLEY, in and to the following described property, to-wit: All that certain piece, parcel or tract of land situate, lying and being near the Salkehatchie River, in Hampton County, South Carolina, the same being designated as Tract No. 2 containing 329 acres, more or less, and being more fully shown on plat appearing of record in the office of the Clerk of Court for Hampton County in Plat Book 3, page 135, and according to said plat being bounded as follows: Northeast by Big Salkehatchie Swamp; Southeast by lands of J. F. Weekley and lands of L. C. Weekley; Southeast by lands of J. F. Weekley; and on the Northeast by lands of Big Salkehatchie Cypress Lumber Company.

170-00-00-014

This being the same property conveyed to Mary Elizabeth Weekley Saad as Trustee of the MARY ELIZABETH WEEKLEY SAAD TRUST DATED OCTOBER 7, 1997 by deed recorded in the office of the Clerk of Court for Hampton County in Deed Book 242 at pages 112-115.

DATE 09-21-2000 TIME 10:47 AM
CLERK MYLINDA NETTLES
ASSESSOR'S OFFICE

RECORDED THIS 21st DAY
OF September 2000
IN BOOK 7 PAGE 111
James H. Williams
AUDITOR Hampton COUNTY, SC

200000002828
MYLINDA NETTLES
COUNTY CLERK
HAMPTON COUNTY SC
09-21-2000 10:47 AM.
REC FEE: 10.00
STATE TAX \$ 39.00
COUNTY TAX \$ 15.50

PREPARED BY OFFICE OF WILLIAM C. ANDERSON, JR., P.O. BOX 576,
HAMPTON, SOUTH CAROLINA, 29924, USING INFORMATION PROVIDED BY
GRANTOR/GRANTEE WITHOUT THE BENEFIT OF TITLE EXAMINATION.

TOGETHER with all and singular, the rights, members,
hereditaments and appurtenances to the said premises belonging or
in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before
mentioned unto the said GRANTEE(S), LAURA W. SEGEL, her heirs and
assigns forever.

AND the GRANTOR(S) does hereby bind herself and her
Successors, Executors and Administrators, to warrant and forever
defend all and singular the said premises unto the said GRANTEE(S),
LAURA W. SEGEL, her Heirs and Assigns, against herself and her
Successors and against every person whomsoever lawfully claiming,
or to claim the same or any part thereof.

WITNESS my Hand and Seal this 12th day of September, in
the year of our Lord two thousand and in the two hundredth and
twenty-fourth year of the Sovereignty and Independence of the
United States of America.

SIGNED, SEALED & DELIVERED
IN THE PRESENCE OF:


First witness sign here

Second witness sign here


Mary Elizabeth Weekley Saad, as
Trustee of the MARY ELIZABETH
WEEKLEY SAAD TRUST DATED
OCTOBER 7, 1997

STATE OF WASHINGTON)
COUNTY OF SPOKANE)

PERSONALLY appeared before me the Undersigned and made oath that (s)he saw the within-named Grantor, MARY ELIZABETH WEEKLEY SAAD AS TRUSTEE OF THE MARY ELIZABETH WEEKLEY SAAD TRUST DATED OCTOBER 7, 1997, sign, seal, and as her act and deed, deliver the within written Deed for the uses and purposes therein mentioned and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN TO BEFORE ME THIS
12TH DAY OF SEPTEMBER, 2000.

James J. Davis
First Witness sign here

D. W. R. (L.S.)
NOTARY PUBLIC FOR State of Washington
MY COMMISSION EXPIRES:
7-24-03



STATE OF SOUTH CAROLINA)
COUNTY OF HAMPTON)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located near the Salkehatchie River, bearing Hampton County Tax Map Number _____, was transferred by Mary Elisabeth Weahley Sead, Trustee to Laura W. Segel on September 22, 2000.
3. Check one of the following: The deed is
 - (a) XX subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) _____ exempt from the deed recording fee because: (See information section of affidavit):
4. Check one of the following if either item 3(a) or item 3(b) above has been checked:
 - (a) XX The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$15,000.00.
 - (b) _____ The fee is computed on the fair market value of the realty which is \$_____.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$_____.
5. Check Yes or No to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is \$_____.
6. The deed recording fee is computed as follows:
 - (a) Place the amount listed in item 4 above here: \$15,000.00
 - (b) Place the amount listed in item 5 above here: 0.00
 - (c) Subtract line 6(b) from line 6(a) and place result here: \$15,000.00
7. The deed recording fee due is based on the amount listed on line 6(c) above and the deed recording fee due is: \$15.00.
8. As required by Code Section 12-24-70, I state that I as a responsible person who was connected with the transaction am: Paralegal in Closing Attorney's Office.
9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Sworn to before me this 21ST
day of September, 2000.


Responsible Person connected with the Transaction

William C. Anderson, III
Print or Type Name Here


Notary Public for South Carolina
My Commission Expires: 1-1-2001

RECORDED THIS 22nd DAY
 OF July 2000
 IN BOOK 17 PAGE 101
 Auditor Harry T. Williams COUNTY, SC

200000001490
 Filed for Record in
 HAMPTON COUNTY SC
 MYLINDA NETTLES
 On 05-22-2000 At 04:30 pm.
 D-DEED 10.00
 Book 242 Page 112 - 115

200000001490
 WILLIAM C ANDERSON JR
 200000001490 EXEMPT
 MYLINDA NETTLES
 COUNTY CLERK
 HAMPTON COUNTY SC
 05-22-2000 04:30 pm.
 REC FEE: 10.00

STATE OF SOUTH CAROLINA)
 COUNTY OF HAMPTON)

WARRANTY DEED

Instrument Book Page
 200000001490 242 112

TO ALL WHOM THESE PRESENTS MAY COME:

NOW, KNOW ALL MEN BY THESE PRESENTS, that MARY ELIZABETH WEEKLEY SAAD, a single person residing in Spokane, Washington, in consideration of creating a revocable living trust, has granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Grantee, MARY ELIZABETH WEEKLEY SAAD, as trustee of the MARY ELIZABETH WEEKLEY SAAD TRUST, DATED OCTOBER 7, 1997, whose address is 1226 East 28th Avenue, Spokane, WA 99203, its successors and assigns, the following described real estate situate in the County of Hampton, State of South Carolina:

All of the right, title and interest of MARY ELIZABETH WEEKLEY SAAD, being that certain interest inherited from her father, W.G. WEEKLEY in and to the following described property, to-wit: All that certain piece, parcel or tract of land situate, with all improvements thereon, lying and being near the Salkehatchie River, in Hampton County, South Carolina, the same being designated as Tract No. 2 containing 329 acres, more or less, and being more fully shown on plat appearing of record in the office of the Clerk of the Court for Hampton County in Plat Book 3, page 135, and according to said plat being bounded as follows: Northeast by Big Salkehatchie Swamp; Southeast by lands of J.F. Weekley and lands of L.C. Weekley; Southwest by lands of J.F. Weekley; and on the Northwest by lands of Big Salkehatchie Cypress Lumber Company.

This being the same property in which certain shares were devised unto MARY ELIZABETH WEEKLEY SAAD under the Will of her father, Willie Gelzer Weekley (also known as W.G. Weekley) who departed this life testate on about November 6, 1977, as will more fully appear by reference to Package #5992 in the Office of the Probate Judge for Hampton County. Said shares being more fully described in the Will of Willie Gelzer Weekley.

ASSESSOR'S OFFICE
 IN 2000-236
 DATE 5-24-2000 CLKR AJL

TOGETHER with all and singular the rights, members, hereditaments and appurtenance to the said premises belonging or in anywise incident or appertaining:

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said MARY ELIZABETH WEEKLEY SAAD TRUST DATED 10/7/97, the Grantee, its successors and assigns, forever.

Witness our hands and seals this 8th day of April, in the year of our Lord two thousand and in the two hundred and twenty-fourth year of the Sovereignty and Independence of the United States of America.

Mary Elizabeth Weekley Saad
MARY ELIZABETH WEEKLEY SAAD

Signed, Sealed and Delivered
in the presence of:

Timothy M. Jankin
h240R

THIS DEED HAS BEEN PREPARED BY WILLIAM C. ANDERSON, JR., P.O. BOX 576, HAMPTON, SOUTH CAROLINA, 29924 WITHOUT BENEFIT OF TITLE EXAMINATION.

STATE OF WASHINGTON)
 : ss
County of Spokane)

PERSONALLY appeared before me the undersigned, and made oath that he/she saw MARY ELIZABETH WEEKLEY SAAD the within named Grantor, sign, seal, and as her act and deed, deliver the within written Deed for the uses and purposes therein mentioned and that he/she with the other witness subscribed above witnessed the execution thereof.

Timothy M. Jankin

SUBSCRIBED and SWORN to before me, a Notary Public in and for the State of Washington, this 8th day of April, A.D. 2000.

h240R
Notary Public in and for the State
of Washington, residing at Spokane
My Appointment Expires: 7-27-03

\\dcv\saad2479.est\scart012.doc

STATE OF SOUTH CAROLINA)
COUNTY OF Hampden)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.

2. The property being transferred is located at Varnville, was transferred bearing Hampton County Tax Map Number 170-00-00-014 by Mary Elizabeth Weekley Saad to Mary Elizabeth Weekley Saad Trust u/a on 3/ /00 10/7/97

3. Check one of the following: The deed is

- (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
- (c) xx _____ exempt from the deed recording fee because (See Information section of affidavit):
BA Transfer to Trust - No Consideration
(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):

- (a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____.
- (b) _____ The fee is computed on the fair market value of the realty which is _____.
- (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

5. Check Yes _____ or No X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____.

6. The deed recording fee is computed as follows:

- (a) Place the amount listed in item 4 above here: _____
- (b) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
- (c) Subtract Line 6(b) from Line 6(a) and place result here: _____

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: _____

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Agency in Grantor

Page 2 of 2

9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Darwin D. Grewe
Responsible Person Connected with the Transaction

SWORN to before me this 16th
day of May 2000
by Darwin D. Grewe
Name: Public John A. Thompson
My Commission Expires: 11-22-02

Darwin D. Grewe
Print or Type Name Here



INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other tangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-2-70, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 59;
- (7) that constitutes a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the partner's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, aunts, brothers, children, nephews, grandchildren, and the spouses and blood descendants of any of the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitutes a corrective deed or a quietclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or to be paid under the corrective or quietclaim deed.

DOCUMENTARY REVENUE

99-2198

#145.20 #343.20
COUNTY STATE

DATE 12-22-99

RECORDED IN BOOK 2126 PG. 293-296
THIS 22ND DAY OF Dec. 1999
AT 11:44 A.M. O'Clock
My Linda D. Nettles
CLERK OF COURT FOR
HAMPTON COUNTY, SOUTH CAROLINA

STATE OF SOUTH CAROLINA)
COUNTY OF HAMPTON) TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, That L.C. WEEKLEY, hereinafter referred to as GRANTOR(S), in the State aforesaid, County aforesaid, in consideration of the sum of ONE HUNDRED THIRTY-TWO THOUSAND AND NO/100 (\$132,000.00) DOLLARS, to me paid by W.J. WEEKLEY, Rt. 2 Box 113, Varnville, South Carolina 29944, hereinafter referred to as GRANTEE(S), in the State aforesaid, County aforesaid, (the receipt of which is hereby acknowledged), have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said GRANTEE(S), W.J. WEEKLEY, his heirs and assigns, the following described property, to-wit:

ALL OF THE RIGHT, TITLE AND INTEREST OF L.C. WEEKLEY, BEING THAT CERTAIN INTEREST INHERITED FROM HIS FATHER, W.G. WEEKLEY AND FROM HIS BROTHER, JASPER J. WEEKLEY, in and to the following described property, to-wit: All that certain piece, parcel or tract of land situate, lying and being near the Salkehatchie River, in Hampton County, South Carolina, the same being designated as Tract No. 2 containing 329 acres, more or less, and being more fully shown on plat appearing of record in the office of the Clerk of Court for Hampton County in Plat Book 3, page 135, and according to said plat being bounded as follows: Northeast by Big Salkehatchie Swamp; Southeast by lands of J. F. Weekley and lands of L. C. Weekley; Southeast by lands of J. F. Weekley; and on the Northeast by lands of Big Salkehatchie Cypress Lumber Company.

This being the property devised W.J. Weekley, L.C. Weekley, et al. under the Will of W.G. Weekley, deceased, appearing of record in the office of the Probate Court for Hampton County in Package No. 5992.

PREPARED BY OFFICE OF WILLIAM C. ANDERSON, JR., P. O. BOX 576, HAMPTON, SOUTH CAROLINA, 29924.

RECORDED IN BOOK 2126 PG. 293-296
DATE 12-22-99
CLERK OF COURT FOR
HAMPTON COUNTY, SOUTH CAROLINA

ASSESSOR'S OFFICE
IN 49-725
DATE 12-22-99

BOOK 2126 PAGE 293

ORIGINAL RETURNED
TO Bill Anderson

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said GRANTEE(S), W.J. WEEKLEY, his heirs and assigns forever.

AND the GRANTOR(S) do hereby bind himself and his Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said GRANTEE(S), W.J. WEEKLEY, his Heirs and Assigns, against himself and his Heirs and against every person whosoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hands and Seals this 22 day of December, in the year of our Lord one thousand nine hundred ninety-nine and in the two hundredth and twenty-third year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED & DELIVERED
IN THE PRESENCE OF:

Lisa B. Bueers

L.C. Weekley
L.C. Weekley

William J. Weekley

BOOK 236 PAGE 294

STATE OF SOUTH CAROLINA)
)
COUNTY OF HAMPTON)

PERSONALLY appeared before me the Undersigned and made oath that (s)he saw the within-named Grantor, L.C. Weekley, sign, seal, and as his act and deed, deliver the within written Deed for the uses and purposes therein mentioned and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN TO BEFORE ME THIS

20 DAY OF DECEMBER, 1999.

Linda B. Bullard

[Signature] (L.S.)
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 3/09/2009

BOOK D-36 PAGE 295

STATE OF SOUTH CAROLINA)

AFFIDAVIT

COUNTY OF HAMPTON)

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located near Varnville, bearing Hampton County Tax Map Number _____, was transferred by L.C. Haskley to W.J. Haskley on December 20, 1999.
3. Check one of the following: The deed is
 - (a) HL subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) _____ except from the deed recording fee because: (See information section of affidavit): _____
4. Check one of the following if either item 3(a) or item 3(b) above has been checked:
 - (a) HL The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$132,000.00.
 - (b) _____ The fee is computed on the fair market value of the realty which is \$ _____.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____.
5. Check Yes or No to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is \$ _____.
6. The deed recording fee is computed as follows:
 - (a) Place the amount listed in item 4 above here: \$132,000.00
 - (b) Place the amount listed in item 5 above here: \$ 0.00
 - (c) Subtract Line 6(b) from Line 6(a) and place result here: \$132,000.00
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$132.00.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Paralegal in Closing Attorney's Office.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Sworn to before me this 20
day of December, 1999.

Responsible Person connected with the Transaction

William C. Anderson, III
Print or Type Name Here

[Signature]
Notary Public for South Carolina
My Commission expires: 4/1/2001

BOOK 234 PAGE 296

STATE OF SOUTH CAROLINA)
COUNTY OF HAMPTON)

LAST WILL AND TESTAMENT
OF WILLIE GELZER WEEKLEY

I.

I, Willie Gelzer Weekley, of Hampton County, South Carolina, being of sound mind and body, but being cognizant of the uncertainty of life and the certainty of death, do hereby make, declare and publish this my Last Will and Testament hereby revoking all Wills and Codicils heretofore by me made.

II.

I hereby direct that all of my just debts, including my burial expenses, be paid first from my personal property and if that be insufficient, then from my real estate.

III.

In order to distribute my real estate among my sons and daughters in a manner I feel, after long and thorough deliberation, fair and equitable I hereby, for the purpose of this instrument, divide my lands into Thirty-three (33) shares of Ten (10) acres each.

IV.

I hereby give, devise and bequeath the shares above referred to under the terms and conditions hereinafter set forth, to my children in the following proportions: William J. Weekley, eight and one-half (8½) shares; Doris Weekley Zahler, five (5) shares; Lucas Carroll Weekley, eight and one-half (8½) shares; Jasper Josiah Weekley, Two and one-half (2½) shares; Margaret Weekley Shivar, one (1) share; Elizabeth Weekley Saad, one (1) share; Ruth Weekley Chakides, One and one-half (1½) shares, and Betty Weekley Denny, one (1) share.

V.

I hereby further devise and bequeath four (4) shares equally to all of my surviving children located immediately east and west of Salkehatchie Road at the northern extremity of my land, including my home and home site. I further direct that no part of this forty (40) acres can be sold or

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WALDENBORO, N. C.

divided without unanimous agreement of all surviving heirs. Taxes shall be shared equally by all surviving heirs. Maintenance, use of, and physical developments that occur on this forty (40) acres must have majority agreement of all surviving heirs. In this instance, each vote shall be by surviving heirs rather than by shares owned. Upon the death of my last surviving child, provided this forty (40) acres has not been disposed of prior to that time by unanimous agreement of all surviving heirs, then I further direct that this forty (40) acres be divided equally among all of my surviving grandchildren or sold at auction to the highest bidder, and the proceeds of same be distributed equally among the surviving grandchildren. Regardless of the time of sale, prior to the death of my surviving children, or after, the proceeds of the sale of this forty (40) acres, or any part thereof shall be divided equally among my then surviving grandchildren.

VI.

The location of each devisee's portion of land is to be determined by a majority vote of the devisees. The vote of each devisee will be in proportion to their shares. It is my desire and intention that Jasper Josiah Weekley's portion be in the "Pine Thicket". His portion will be on the Salkehatchie Road joining the J. F. Weekley property and going back to the swamp.

VII.

I hereby direct that at any time after Two (2) years of my death, that the devisees agree on the location of their portion, that the property can be divided. I further direct that any time one of the devisees desires to sell his portion of the property, that he first offer it to the remaining devisees. Should they not be able to agree on a price for the property to be sold, then the seller would choose one appraiser and the remaining devisees one appraiser and the third appraiser would be the Palmetto State Bank of Hampton, South Carolina. The average of the three appraisals would be the setting price. The devisees purchasing the property would contribute to the purchase price according to the proportions they received

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in Paragraph IV, and the portion so purchased would be likewise divided.

VIII.

I further direct that from my death, until my entire estate has been distributed, as hereinabove set forth, that all decisions necessary to the management of the property be made by vote of the devisees. The vote of each devisee will be in proportion to their shares. Also, until divided, all profits and losses will likewise be proportionately divided.

IX.

I give and bequeath to my oldest son, Lucas Carroll Weekley, and my youngest son, Jasper Josiah Weekley, share and share alike, all personal property which I may own at my death.

X.

I also request that William J. Weekley, as he and I have previously agreed, satisfy the existing mortgage held by Palmetto State Bank over my farm within Ten (10) days of the publishing of my Will.

XI.

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If any of the above named devisees or legatees shall predecease me, leaving issue surviving me, such issue shall represent their parent and take such parent's share per stirpes.

XII.

I hereby nominate and constitute William J. Weekley, Doris Weekley Zahler and Lucas Carroll Weekley as Executors and Executrix of this my Last Will and Testament. I further direct that in the event of the death or inability to act of any one of the Executors or the Executrix, that he or she or they, be replaced by another of the devisees selected by a majority vote of the remaining devisees.

XIII.

All the rest and residue of my estate, of which I may die seized or possessed, I hereby devise and bequeath unto my children surviving me, share and share alike.

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KEITH M. KIRKARD
WALTON, N. C.

IN WITNESS WHEREOF, I hereunto set my hand and seal this 10th day of May 1973.

Willie Geizer Weekley
Willie Geizer Weekley

Signed, sealed, published and declared by the said Willie Geizer Weekley to be his Last Will and Testament in the presence of us, who at this request and in his presence and in the presence of each other, do hereunto set our hands as witnesses.

Walter D. Mathis residing at Waltham, S.C.

Janie C. Hill residing at Waltham, S.C.

Paul M. Pearson residing at Waltham, S.C.

IN THE PROBATE COURT
PETITION TO PROVE WILL IN COMMON
FORM OF LAW AND FOR LETTERS

(a) Cash on hand and in banks..... 0

(b) Moneys due testator/testatrix on account of bonds, mortgages and other securities..... 0



Recorded Jan 23, 1939, 11:00 am
B.T. Delbach, CCCP
Delivered to W.E. Weekley

The First Carolinian Joint Stock Land Bank
of Columbia, C. S.

Title to Real Estate.

to
R. H. Anderson.
THE STATE OF SOUTH CAROLINA:

KNOW ALL MEN BY THESE PRESENTS, That The First Carolinian Joint Stock Land Bank of Columbia, a corporation duly organized and existing under the Federal Farm Loan Act, with its principal place of business in the City of Columbia, in the State aforesaid, in consideration of the sum of one thousand eight hundred fifty-five and no/100 (\$1,855.00) Dollars do it and secured to be paid by R. H. Anderson in the State aforesaid - - have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said

R. H. ANDERSON.

All that certain piece or tract of land, situate, lying and being on the Robertville Road, about four miles Northeast from the Town of Furman, in Coosho Township, Hampton County, State of South Carolina, containing one hundred and thirty-one acres, more or less, having such shape, siten, courses and distances as will more fully appear by reference to a copy of plat thereof, made by W. O. Youmans, Surveyor, March 14, 1898, and being bounded on the North by lands of F. L. Moore, on the East by lands of W. O. Smith, on the South by lands of W. V. Wiggins and L. Mixson, and on the West by lands of Allen Wooten, Dave DeLoach and Henry Lightsey, this being the lands conveyed to the grantor by deed of B. F. DeLoach, Clerk of Court for Hampton County, January 18, 1878, recorded in the office of the Clerk of Court for said County, in book 32-0, at page 88, January 18, 1878.

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said R. H. Anderson, his heirs and assigns forever.

And The First Carolinian Joint Stock Land Bank of Columbia does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the said premises unto the said R. H. Anderson, his heirs and assigns, against itself and its successors and assigns lawfully claiming or to claim, the same or any part thereof.

IN WITNESS WHEREOF, The First Carolinian Joint Stock Land Bank of Columbia, has caused these Presents to be signed by S. R. Spencer, its President and A. B. Lindler, its Treasurer, herunto duly authorized, and its Corporate seal to be hereto affixed this 18th day of January in the year of our Lord one thousand nine hundred and thirty-nine and in the one hundred and sixty-third year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered

in the Presence Of:

Ima Lybrand

Marie M. Watts

Stamps U. S. \$2.00.

THE FIRST CAROLINIAN JOINT STOCK LAND
BANK OF COLUMBIA

S. R. Spencer, President.

A. B. Lindler, Treasurer.

(Corporate Seal)

THE STATE OF SOUTH CAROLINA
County of Richland.

Before me, Frances Troy Notary Public of South Carolina personally appeared Ima Lybrand and made oath that she is the within named The First Carolinian Joint Stock Land Bank of Columbia by the hands of S. R. Spencer, its President, and A. B. Lindler, its Treasurer, sign, affix the corporate seal, and, as the act and deed of said Corporation, deliver the within written deed, for the use and purposes therein mentioned, and that she, with Marie M. Watts witnessed the execution thereof, and subscribed their names as witnesses thereto.

Given to and subscribed before me, this
18th day of January, 1939.

Frances Troy (U.S.)
Notary Public of South Carolina.
(Notarial Seal)

Ima Lybrand.

Recorded January 20th, 1939, at 9:00 P. M.,

B. F. DeLoach, Clerk of Court.
Mailed to R. H. Anderson.

L. C. Weckley, et al.,

to

Title to Real Estate.

L. C. Weckley.

THE STATE OF SOUTH CAROLINA,
COUNTY OF HAMPTON.

WHEREAS, J. J. Weckley departed this life testate, and by and under the terms of his last will and testament, which is of record in the Office of the Judge of Probate for Hampton County, South Carolina, he devised unto his sons W. S. Weckley, J. F. Weckley and L. C. Weckley a certain tract of land, a plot of which is of record in the Office of the Clerk of Court for Hampton County, South Carolina, of which that property heretofore described in a portion, and

WHEREAS, The said W. S. Weckley, J. F. Weckley and L. C. Weckley have agreed among themselves to a division of said tract of land, and

KNOW ALL MEN BY THESE PRESENTS, THAT we, L. C. Weckley and J. F. Weckley, in the State aforesaid, in consideration of equality of partition, and also in consideration of the sum of One and 50/100 (\$1.50) Dollars, to us in hand paid and before the signing of these presents by L. C. Weckley, in the State aforesaid - - the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by

These Presents, do grant, bargain, sell and release unto the said W. G. Weekley, his heirs and assigns, all of our right, title and interest, of, in and to, the following described property, to-wit:

All that certain piece, parcel or tract of land, situate, lying and being in the County of Hampton, State of South Carolina, containing three hundred twenty-nine (299) acres, according to a plat of a survey thereof made by W. R. Wiley, Surveyor, dated December 17, 1908, being designated on said plat as Tract No. 8, and bounded on the Northwest by Big Salkatchie Swamp, on the Southwest by lands of T. P. Weekley and lands of L. C. Weekley, on the Southeast by lands of J. P. Weekley, and on the Northeast by lands of Big Salkatchie Cypress Lumber Company.

TOGETHER with all and singular the Rights, Members, Accretions and Appurtenances to the said Premises belonging, Of in anywise incident Or appertaining.

TO HAVE AND TO HOLD, all and singular the said Premises before mentioned unto the said W. G. Weekley, his Heirs and Assigns forever.
AND as to hereby bind ourselves and our Heirs, Executors and Administrators, to support and forever defend all and singular the said Premises unto the said W. G. Weekley, his Heirs and Assigns, against us and our Heirs - - - lawfully claiming, or to claim the same, or any part thereof.

WITNESSE our Hands and Seals this 18th day of January in the year of our Lord one thousand nine hundred and thirty-nine in the one hundred and sixty-third year of the sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

W. R. Shuman.

J. A. Boling.

The State Of South Carolina,

Hampton County.

PERSONALLY appeared before me W. R. Shuman and made oath that he saw the within named L. C. Weekley and J. P. Weekley sign, seal, and as their Act and Deed, deliver the within written Deed; and that he with J. A. Boling witnessed the execution thereof. DONE at before me, this 18th day of January, A. D. 1939.

(SEAL) J. A. Boling

Notary Public for South Carolina.

The State of South Carolina,

Hampton County.

I, J. A. Boling, a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. Annie Weekley the wife of the within named L. C. Weekley did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named L. C. Weekley, his Heirs and Assigns, all her interest and estate, and also all her right and claim of dower, of, in, or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 18th day of January Anno Domini 1939.

J. A. Boling (SEAL)
Notary Public for South Carolina.

Mrs. Annie Weekley

STATE OF SOUTH CAROLINA,
COUNTY OF HAMPTON.

I, J. A. Boling, a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. Bernice Weekley, the wife of the within named J. P. Weekley, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named L. C. Weekley, his Heirs and Assigns, all her interest and estate, and also all her right and claim of dower, of, in, or to all and singular the premises within mentioned and released.

Given under my hand and seal, this 18th day of January, Anno Domini 1939.

J. A. Boling (Seal)
Notary Public for South Carolina.

Mrs. Bernice Weekley

Recorded January 27th, 1939, at 11:00 A. M.,

B. T. DeLoach, Clerk of Court.

Delivered to W. G. Weekley.

W. G. Weekley, et al.,

to

Title to Real Estate.

L. C. Weekley.

THE STATE OF SOUTH CAROLINA,
COUNTY OF HAMPTON.

WHEREAS, J. J. Weekley departed this life testate, and by and under the terms of his last will and testament, which is of record in the Office of the Judge of Probate for Hampton County, South Carolina, he devised unto his sons W. G. Weekley, J. P. Weekley and L. C. Weekley a certain tract of land, a plat of which is of record in the office of the Clerk of Court for Hampton County, South Carolina, of which that property hereinafter described is a portion; and

WHEREAS, The said W. G. Weekley, J. P. Weekley and L. C. Weekley have agreed among themselves to a division of said tract of land; NOW,

KNOW ALL MEN BY THESE PRESENTS, THAT we, W. G. Weekley and J. P. Weekley, in the State aforesaid, in consideration of equality of partition, and also in consideration of the sum of One & NO/100 (\$1.00) Dollars, to us in hand paid at and before the sealing of these presents by L. C. Weekley, in the State aforesaid - - the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents, do grant, bargain, sell and release unto the said L. C. Weekley his heirs and assigns, all of our right, title and interest, of, in and to, the following described property, to-wit:

All that certain piece, parcel or tract of land, situate, lying and being in the County of Hampton, State of South Carolina, containing one hundred twenty-nine (129)