

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM SUMTER COUTY
Court of Common Pleas

Kristi Curtis, Circuit Court Judge

Case No.: 2018-CP-43-01583

Appellate Case No. 2019-000873

RECEIVED

Apr 14 2021

SC Court of Appeals

M. B. HutsonAppellant

v.

A. Paul Weissenstein.....Respondent,

**APPELLANT’S RESPONSE TO COMMENT ON THE APPELLATE COURT’S
ORDER FILED APRIL 12, 2021**

I, M B Hutson, Appellant, certify that the court’s order citing “one missing item:....an email “ ‘confirming work on a development’ . ” has apparently overlooked page 315 in the Record of Appeal, which is itemized on page “iii” of the Index, an email from Respondent (on ‘behalf’ of the Appellant) to Tom Harper, Esq. where Respondent communicates via email (Exhibit “Q”, page 315 in the Record of Appeal) the need for Harper to furnish approvals for the development process to Clarendon County’s Planning Commission. (Copy attached.)

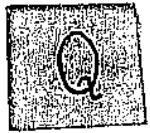
Additional Emails from Respondent on behalf of, and in support of, Appellant/Appellant’s Development and associated homeowner financing, etc. is found in Exhibits AA, BB, CC, DD on pages 318, 319-320, 321, and 322, respectively. These were also in the Amended ROA. Those illustrate that Respondent’s actions supported moving forward on the development and were made both before and after the

Respondent signed the Consent Order and Settlement Agreement. This undeniably verifies that this Respondent did NOT act with any discernment of the title issues that existed and would subsequently prevent ANY development of ANY of the property in which Respondent Attorney A. Paul Weissenstein was ‘assisting’ his client (this Appellant) to develop, namely, the development was being planned under Attorney Weissenstein’s advice...which was faulty. In fact, this proves that Respondent was deeply involved in attempting to move this development forward. Respondent Weissenstein’s malpractice, totally failed to protect his client, this Appellant, and, in fact, led this client directly into failure, financial disaster and multiple failed cases.

This 14th day of April, 2021.



M B Huston, Appellant, Pro Se
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INBOX

Compose

Addresses

Folders

Options

FTC WEBMAIL

Current Folder: **Sent**

Message List Delete Edit
Message as New

Reply Reply All Forward Forward as Attachment

Subject: RE: Big Water Resort
From: pwlaw@ftc-i.net
Date: Sat, March 31, 2012 5:57 pm
To: THarper@wcsr.com
Priority: Normal
Options: View Full Header | View Printable Version | Download this as a file | View Message details
| View as HTML

*13 days before settlement
agreement signed*

Dear Tom,
Mr. Hudson has signed the agreement and same is attached hereto. Please provide us a copy signed by your clients as soon as possible.

I have also attached a proposed letter to be signed by Mr. Hudson per the agreement. I will provide it once I have received the signed agreement from your clients.

Please provide the wiring instructions so that we can send the initial \$8000 payment.

I look forward to receiving the proposed consent order from you soon which I understand will be signed by me and Mr. Hudson as well as by you and your clients.



I trust that this resolves the court hearing scheduled for Wednesday, and I am taking it off my calendar.

Thank you for all of your hard work, especially over the past few days, in preparing the drafts and the final settlement agreement.

I believe that you and I have negotiated a fair and equitable agreement for both our clients that hopefully will make both of them a lot of money over the next two years.



I hope that you have a good rest of the weekend.

Yours very truly,
A. Paul Weissenstein, Jr.
APWjr/lle