

Anonymous

April 16, 1988

Mr. Anthony M. O'Connell
2337 South 13th St.
St. Louis, Mo. 63104

Re: O'Connell to Lynch Properties

Dear Mr. O'Connell,

Enclosed for your signature before a notary public is the original deed. Please date it on the first line and return it to me immediately by express mail.

Also enclosed for your review are copies of the note and deed of trust.

Sincerely,

Edward J. White

If Edward White didn't write the deed maybe he knows who did. Can we get a position on this?

EJW/e
Encl.

EDWARD J. WHITE
 ATTORNEY AT LAW
 118 SOUTH ROYAL STREET
 ALEXANDRIA, VIRGINIA 22314
 TELEPHONE 836-5444

April 16, 1988

*Handed to me
 April 20, 1988
 by Mr. White*

*HANDED TO ME
 APRIL 20, 1988,
 BY MR WHITE, IN HIS
 OFFICE.
 Arthur M. O'Connell*

Mrs. Jean M. O'Connell
 Trustees of the Harold O'Connell Trust

TO: EDWARD J. WHITE

For professional services rendered re: sale
 of 6541 Franconia Rd.
 6.65 hours at \$105.00 per hour
 express mail and long distance

\$698.25
14.75

TOTAL

\$713.00

DATE	ACTION	TIME	
3/18/88	Draft note & trust	1.20	
4/6	PC	.10	
4/11	PC	.25	
4/14	PC atty negotiation & redraft LDPC St. Louis	1.75	\$ 4.00
4/15	Redrafting	1.00	
4/16	Redrafting, PC, Exp mail	.75	10.75
4/18	PC	.10	
4/19	Redrafting	.50	
4/21	Settlement	1.00	
	Deed not mentioned		
TOTALS		6.65	\$14.75

EDWARD J. WHITE
 ATTORNEY AT LAW
 118 SOUTH ROYAL STREET
 ALEXANDRIA, VIRGINIA 22314
 TELEPHONE 836-5444

April 16, 1988

*SHOULD
 REIMBURSE!
 \$603.67*

Mrs. Jean M. O'Connell

TO: EDWARD J. WHITE

For professional services rendered re: sale
 of 6541 Franconia Rd.
 12.15 hours at \$105.00 per hour
 express mail and long distance

1285.75
~~\$1170.75~~
14.75

TOTAL

~~1280.50~~ *1309.50*
~~\$1185.50~~

DATE	ACTION	TIME	
3/18/88	Draft note & trust	1.20	
4/6	PC	.10	
4/11	PC	.25	
4/14	PC atty negotiation & redraft LDPC St. Louis	1.75	\$ 4.00
4/15	Redrafting	1.00	
4/16	Redrafting, PC, Exp mail	.75	10.75
4/18	PC	.10	
4/19	Redrafting	.50	
4/20	OV A. O'CONNELL	1.50	
4/20	PC's redrafts	2.50	
4/21	Settlement	<u>2.50</u>	

Deed not mentioned

TOTALS

12.15 \$14.75

State of Virginia,
 County of Fairfax,
 Certified to be a true copy of
 the original.

Crestar Bank

Robert Mc...
 Authorized Signature

Dated: September 20, 1993
 My Commission Expires on Jan. 31, 1997

*PD 4/21/88 by Jean
 M. O'Connell*

Certified P 751 862 438
Sic Semper Tyrannis

Anthony M. O'Connell
6541 Franconia Road
Springfield, Virginia 22150
(703) 971-2855
September 20, 1993

Virginia State Bar
Eighth and Main Building
707 East Main Street, Suite 1500
Richmond, Virginia 23219-2803
Telephone (804) 775-0500

Re: My Complaint of December 3, 1992,
Against Edward J. White
VSB Docket #93-042-0976

To Whom It May Concern:

My fourteen page complaint with forty-four enclosures was dismissed as having "no basis in fact" without allowing me the opportunity to respond. In defense of myself and future families of Virginia, I would like to offer one illustration why I feel this is unjust.

Concerning the \$1.41 million purchase agreement I made and later hired Mr. White to handle, your investigator was:

"firmly convinced that Mr. White took no part in that transaction other than to perhaps provide informal legal advice to your mother. Your letter of December 28, 1987 is insufficient as a matter to law to establish an attorney-client relationship unless there is some evidence that Mr. White did in fact undertake to handle the closing."

Mr. White's enclosed bills for services for this sale, with his initials, state:

3/18/88	Draft note & trust
4/6	PC
4/11	PC
4/14	PC atty negotiation & redraft LDPC St. Louis
4/15	Redrafting
4/16	Redrafting, Pc, Exp mail
4/18	PC
4/19	Redrafting
4/20	OV A. O'CONNELL
4/20	PC's redrafts
4/21	Settlement

Far more damaging to me than the usurped sale has been Mr. White's more than seven years of defamatory and divisive statements, preying on the uncertainties of my family. He continues this with letters referencing your "no basis in fact" approval.

This is very important to me. Please allow me a hearing within the safety of the system as I risk being sued if I ask for help elsewhere.

Sincerely,

A handwritten signature in cursive script, appearing to read "Anthony M. O'Connell".

Anthony M. O'Connell

Enclosures:

- (1) Mr. White's bills for services rendered for my sale
- (2) List of my unreturned telephone calls to Mr. White. I suggest that Mr. White thought I though he was representing me at closing.



Virginia State Bar

Eighth and Main Building
707 East Main Street, Suite 1500
Richmond, Virginia 23219-2803
Telephone: (804) 775-0500

Facsimile: (804) 775-0501 TDD: (804) 775-0502

November 1, 1993

PERSONAL AND CONFIDENTIAL

Mr. Anthony M. O'Connell
6541 Franconia Road
Springfield, Virginia 22150

RE: In the Matter of Edward J. White
VSB Docket #93-042-0976

Dear Mr. O'Connell:

This letter is in response to your certified letter dated September 20, 1993, which was received in this office on September 23, 1993. As you know, the basis for my dismissal of your complaint was the absence of an attorney-client relationship between you and the Respondent. Nothing you have submitted to me under cover letter dated September 20, 1993 changes my conclusion.

The copy of Mr. White's fee statement shows an entry: "4/20 OV A. O'CONNELL." The fact that you had an office visit with Mr. White does not create an attorney-client relationship.

I note that the fee statement dated April 16, 1988 is sent to Mrs. Jean M. O'Connell and I believe that your mother is the client in this particular matter, not you.

Your original complaint alleges that the Respondent handled your mother's estate incompetently. I do not believe you have standing to complain, because you are not a client of Mr. White. The second enclosure, a list of your unreturned telephone calls to Mr. White, also does not change my conclusion. Unless you can show that you are a client of Mr. White, Mr. White was under no ethical duty or mandate to return your telephone calls. This complaint also boils down to your word against Mr. White's as to whether he was representing you at the settlement on the real estate transaction. The Bar would have to prove your position by clear and convincing evidence, and I simply do not see any clear and convincing evidence that Mr. White had agreed to represent you, or that he represented you by his conduct.

Mr. Anthony M. O'Connell

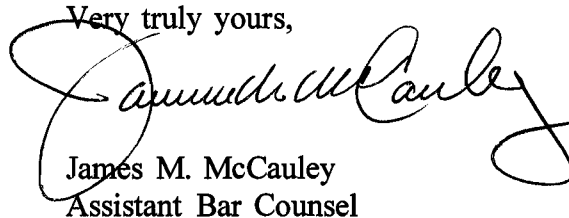
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November 1, 1993

Finally, you indicate that Mr. White, over a period of seven years, has made defamatory and divisive statements which you consider to be far more damaging than the issue regarding the real estate settlement. The Code of Professional Responsibility does not proscribe defamatory statements by an attorney, and our office is not the appropriate forum to investigate or prosecute your claim. If you feel that you have been defamed or libeled by the Respondent, then your remedy is to file a civil action, but a Bar complaint is not an appropriate vehicle to resolve that issue.

I am truly sorry that I cannot advance your claims or interest, however, I must stand on my original decision to dismiss your complaint. I trust that you will appreciate my explanation, although you disagree with it.

Very truly yours,



James M. McCauley
Assistant Bar Counsel

JMM/dls

Why not ask Edward White to take an accountable position;

- (1) Who did Edward White represent and when?
- (2) What is the name of the person who wrote the deed and the deed of trust?
- (3) Did Anthony O'Connell qualify as Trustee? Yes or No?

From: "Lisa Overton" <LOVERTON@stewart.com>
Subject: **RE: Where does it say I could not qualify as Trustee?**
Date: June 14, 2007 10:21:09 AM MST
To: elynchjr@i95businesssparks.com, "Anthony OConnell" <aoconnell@cableone.net>, "Steve Blizzard" <SBLIZZAR@steward.com>, "Lisa Overton" <LOVERTON@steward.com>
Cc: "Andy Somerville" <andy@smcconcrete.com>

Hi Bill and Mr. O'Connell:

Yes, that is me from 1988 – can't believe how old you are making me feel, and I can honestly tell you that I do not remember that specific 1988 case.

Having said that however, when I look at the documents you attach, you did in fact sign the deed as a Trustee, the qualification simply required that a

Co-trustee also sign since you were not a resident of Virginia. **I do not recall which firm we were using in 1988 to prepare our deeds,** we have used quite a few different firms in the past, but it looks as though in the derivation of title paragraph that you underline they simply tried to consolidate the statement of facts. Perhaps they should have been more clear and said that Mr. Higham was appointed WITH you as co-trustee and not in your place.

There is no requirement for a Trustee under a land trust to be a Virginia resident; therefore it is a non issue in this case.

*Lisa Overton
Stewart Title and Escrow Inc.
10505 Judicial Drive, #300
Fairfax, Virginia 22030
Ph: 703-352-2924
Fax: 703-991-2449
Cell: 703-447-9348
email: loverton@stewart.com*

From: Bill Lynch [mailto:elynychjr@i95businesssparks.com]
Sent: Tuesday, June 12, 2007 4:31 PM
To: 'Anthony OConnell'; 'Steve Blizzard'; 'Lisa Overton'
Cc: 'Andy Somerville'
Subject: RE: Where does it say I could not qualify as Trustee?

Tony –

I think the short answer is that was then, this is now.

Lisa has handled title work for the Lynch family and me since about 1980 so I am pretty sure she worked on the sale of the home in 1988. I have never had a problem at settlement when she has been involved. She is very thorough and I trust her judgment.

The operative trust agreement is dated in 1992. I don't recall what the documentation was in 1986, but all the documentation that you require to act as Trustee is of record with the 1992 Trust and the Power of Attorney.

Are there any other documents that you are aware of that are not of record?

Bill

-----Original Message-----
From: Anthony OConnell [mailto:aoconnell@cableone.net]
Sent: Tuesday, June 12, 2007 2:46 PM
To: Steve Blizzard; Lisa Overton
Cc: Edwin W. Lynch, Jr.; Andy Somerville
Subject: Where does it say I could not qualify as Trustee?