

Wrong Premise

EDWARD J. WHITE
ATTORNEY AT LAW
118 SOUTH ROYAL STREET
ALEXANDRIA, VIRGINIA 22314

TELEPHONE 836-5444

March 15, 1991

Mr. Anthony M. O'Connell
6541 Franconia Rd.
Springfield, Va. 22150

Dear Mr. O'Connell,

Subsequent to our telephone conversation this morning, I reviewed my files in the cases involving Mrs. O'Connell.

I find that I did indeed mail you a copy of the Limited Power of Attorney along with my letter to you of September 12, 1988. I am enclosing another copy of the Limited Power of Attorney and a copy of the letter I sent you. You may not have received it; however, it was not returned to me by the Post Office.

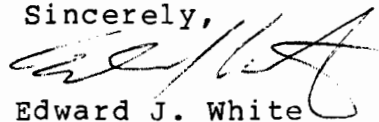
In regard to your inquiry as to why, in 1988, there came a time when I refused to deal with you on the sale, as I said, I recalled that a conceivably adverse relationship had developed between you and your mother concerning the sale. I call your attention to the sixth paragraph in your letter to her of December 8, 1987, a copy of which is enclosed.

As to your complaint that I did not share the sale documents with you, I call your attention to my letter to you of April 16, 1988 in which the deed, note and trust were sent to you. A copy of that letter is enclosed.

On April 19, 1988 you appeared in my office and stated that you refused to settle on the next day. We did not have a happy discourse. We did discuss the sale and I asked you if you had any other questions.

I am somewhat puzzled as to why all of this is re-surfacing and after reviewing my file and my notes, am not at all comfortable with continuing the dialogue.

Sincerely,



Edward J. White

EJW/e

Encl.

Copy to: Mrs. O'Connell

ANTHONY M. O'CONNELL
CONSERVATOR
2337 SOUTH THIRTEENTH STREET
ST. LOUIS, MISSOURI 63104

(314) 776-4926

December 8, 1987

Ms. Jean O'Connell
6541 Franconia Road
Springfield, Virginia 22150

Dear Mother:

Thank you for your phone call yesterday telling me about your plans to move. I know it is a heart wrenching experience for you to leave the home you have put so much of yourself into over the past fifty years. I congratulate you again on your decision.

On thinking further of our discussion about controlling the destiny of the house, I feel strongly that deed restrictions or soliciting public support to move the house will only result in obstructing a successful sale.

No one, especially the county, is going to spend \$300,000 to \$400,000 (?) to have it moved so you can make a better profit. If the county did any thing, they would preserve it in situ, perhaps acquiring the land by eminent domain, a logical extension of the Forestdale School playground. I feel when the county did take seven of your ten acres by eminent domain for Forestdale School, they would have taken the entire property if they knew you were not going to live in the house. They did not do you any favors then by compensating you at \$7,000/acre and they are not going to do you any favors now.

At the very least, publicly bringing up the historical significance of the house when you are trying to sell it will make a prospective buyer think very hard about the rezoning battle.

I feel any negotiations concerning the house itself should best be done in private between you and the interested buyer. You also have final control by not selling to a buyer whose plans you find unsuitable. If you cared enough, a successful sale may give you enough money to have the house moved at your expense.

I am disappointed that you apparently do not want me involved in this transaction. As near as I can determine, you are concerned that I will block the sale. Please tell me of your specific concerns and maybe we will all have a more pleasant and successful experience.

If I had any alternative I would not say this- To get a successful sale and to minimize what I know is an incredibly painful experience for you-Walk away from the house and don't look back. Remember it as it was. It's the new owners responsibility and it is lifted from your shoulders.

With respect to your urgency in selling, I am driving to Virginia tomorrow. I can be reached at the home of

RoseMary Haly
220 Wildman 3NE
Leesburg, Virginia 22075
(703) 777-6371

Sincerely,

Copy to:

Mr. Edward White, Attorney
118 South Royal Street 22314
(703) 836-5444 (Alexandria, Virginia)



Mr. Herbert A. Higham
6208 Higham Drive
Franconia, Virginia 22310
(703) 971-5200/971-3129(Home)

Mrs Sheila Tierney-Sbedvenell
44 Carleton
Portland, Maine 04102
(207) 774-1914

Mrs. Jean Nader
350 4th Avenue
New Kensington, Pennsylvania 15068
(412) 337-7537

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

EJW/e
Encl.

Not Reported

\$125,188

April 21, 1991

The April 21, 1991, payment of \$125,188 from the Lynch note to Jean O'Connell was not reported to the IRS. In my May 29, 1992, letter to Edward White I said it was taxable and should be reported, and he reported it on an amended return. Can we expose the accounting trail for the April 21, 1991, payment of \$125,188?

Anthony M. O'Connell
6541 Franconia Road
Springfield, Virginia 22150
(703)971-2855
December 3, 1992

Virginia State Bar
8th and Main Building
707 East Main Street
Suite 1500
Richmond, Virginia 23219-2803

Re: Complaint Against Edward J. White, Esquire
118 South Royal Street
Alexandria, Virginia 22314
(703) 836-5444

To Whom It May Concern:

I am writing to register several complaints about Mr. Edward J. White, an attorney practicing in Virginia. Over the past seven years, Mr. White represented my mother on numerous occasions, he was hired by me on one occasion, and he is now acting as co-executor with my sister on my mother's estate. I am a beneficiary of that estate. For seven yeayrs I have tried to understand why I became alienated from my mother after trying to work with Mr. White in funding a trust created by my father's will. After going through my mother's papers after her death in September, 1991, and initially experiencing that same alienation from my sister as she worked with Mr. White as co-executor, I now feel I understand these dynamics.

I will give a brief summary of my complaints and then provide the details of each one.

My first complaint arises from Mr. White's withholding of information in the funding of a trust established by my father's will, and in his defamatory and divisive statements about me to my mother. My mother was executrix of my father's will and at some point hired Mr. White to help her.

My second complaint concerns Mr. White's conduct after I hired him in 1987 to handle the closing of a \$1.41 million real estate sale. Mr. White repeatedly failed to return my telephone calls and failed to inform me of critical issues. The day before closing, Mr. White informed me he was not representing me and, when I suggested we postpone the closing until I had time to review the settlement documents he had written and that I had just read, he threatened to force me to go to settlement the next day. No justification was given.

My third complaint arises from Mr. White's withholding of information, his defamatory and divisive statements about me to my sister, and his performance as co-executor of my mother's estate.

First Complaint.

My first complaint arises out of events surrounding the funding of a trust (fiduciary # 021840) established by my father's will. My mother was executrix of my father's will and at some point hired Mr. White to help her. I felt Mr. White purposely withhold information from me, and in the created confusion, presented a negative image of me to my mother with divisive and defamatory accusations and threats. During this period my mother dropped me from her will as co-executor and added Mr. White. Mr. White also writes, with a copy to my mother, that he may have to seek to remove me as trustee (enclosure 4).

The general situation was that: (1) I lived in Missouri; (2) I did not know the procedures for being a trustee in Virginia; (3) Mr. White and my mother were not answering my questions and (4) for some reason still unknown to me, no one told me my responsibility about the trust for the first ten years after my father died. I was concerned about Mr. White's unwillingness to give information. It was not supposed to have been an adversarial situation. In view of the above, I hired an attorney, Mr. Mackall, and among other things asked him to send me a draft copy of what the estate was going to distribute to the trust.

The letters listed on the left column below relate to my requests for estate filings. Mr. White's letters are listed in the right column below. I initially requested a copy of the final estate accounting on December 9, 1985, and I believe I received a draft copy several days prior to June 20, 1986, the date the trustees qualified. I can not find a dated letter to be more exact, but I remember coming to Virginia to qualify as trustee immediately after the receipt of that information.

Request for estate filings

Mr. White's letters

August 16, 1985 (enc. 6)
December 9, 1985 (enc. 7)

February 20, 1986 (enc. 8)

June 15-18?, 1986, I received
draft copy (enc.8.1)
June 20, 1986, trustees qualified
July 1, 1986 (enc. 9)
August 11, 1986 (enc. 10)

January 24, 1986 (enc. 1)
January 27, 1986 (enc. 2)

April 10, 1986 (enc. 3)
April 25, 1986 (enc. 4)
May 27, 1986 (enc. 5)

I believe my letters show I was not the cause of the delay. I received the information I requested approximately six and one half months after I asked for it. During this six and one half month period, Mr. White wrote these letters to my mother:

1. January 24, 1986, letter to my mother (enclosure 6):

"I spoke to Mr. Mackall on January 22nd as to the causes of the delay in obtaining the agreement from your son.

"He stated that he had several discussions with your son and they ironed out some minor details, and that the agreement being sent to Anthony to be signed on that date."

2. January 27, 1986, to my mother (enclosure 2):

"At long last we have a signed Agreement concerning the funding of the Trust. The Agreement is enclosed."

"Mr. O'Connell was unwilling to agree to pay interest on the real estate tax advancements. While I am at a loss to understand his attitude, I am of the opinion that we would be best served by signing the Agreement as is."

Mr. White knew my mother received the net income from the trust and any interest to her would be a deducted expense from her net income from the trust. The numbers would "wash". He makes it seem as if I had no rational reason for such a position.

I was never comfortable with the Agreement but went along with it. I felt the proper document funding the trust should be the customary final estate filing, as it was a continuation of the ten year audit trail of the assets in my fathers estate.

3. April 10, 1986, to Joanne Barnes, my mother's C.P.A., copy to my mother (enclosure 8):

"I have agreed with Anthony O'Connell's attorney that we will provide them with a draft of the final accounting in the Harold O'Connell Estate. This, I think, will allay all of the suspicions that have arisen on the other side in this matter." (My underline.)

I think Mr. White is aware that withholding information causes suspicion.

4. April 25, 1986, to Mr. Mackall, copy to my mother (enclosure 9).

"If he does not agree or requests further delaying tactics, I feel that I have no other recourse in serving my client than to seek to have him removed as a Trustee. This matter is costing Mrs. O'Connell dearly with the delay."

5. May 27, 1986, to the Commissioner of Accounts, copy to my mother (enclosure 5). (Mr. White is asking for an extension on the delinquent estate account of my father who died in 1975.)

"However, the will established a trust and Mrs. O'Connell's son has been most difficult in coming to terms on qualifying as trustee of the trust. Both Mr. Henry Mackall, who represents the trustee, and I have been working diligently on this case."

I believe Mr. White is blaming me for the estate filings being late here. I think it is ironic that no one accused me of "delaying tactics," "causing delay," or being "most difficult in coming to terms" during the ten years I did nothing about the trust because I was not told of my responsibilities. I only found out about the trust because, while visiting my mother, she showed me a May 8, 1985, letter to her from the Commissioner of Accounts (enclosure 11). I began to realize my responsibilities after I took this letter to the Commissioner of Accounts and I asked him what it meant. She later received a summons (enclosure 12). I don't know when my mother first contacted Mr. White about my father's estate, but if it had been for some time, I believe Mr. White should have notified me since I was designated trustee of the trust made by my Dad's will.

The codicil to my mothers will removing me as co-trustee and adding Mr. White was signed September 20, 1985. Most of the written documentation I have been able to obtain occurs after that date. I have no idea what Mr. White told my mother in private conversations. I can only guess from what this experienced attorney left in writing. I believe his agenda was not radically different from him wanting to remove me as trustee (enclosure 4).

Second Complaint.

My second complaint concerns Mr. White's conduct after I hired him to handle the closing of a \$1.41 million real estate sale I made.

If the reader wonders why I would hire an attorney who operated as I described in my first complaint above, it's because I did not understand then why things were not working. I discovered the defamatory and divisive letters about me to my mother only after her death in 1991. I believed that my goodwill of handling the sale myself and saving the expense of the realtor fee on the 1.41 million dollar sale price would generate goodwill from others. I also believed in my naivete, that if Mr. White worked with me, he would realize I was a good man and the suspicion and mistrust would stop. All the information about the sale would be available to everyone and we would all have the same goal in bringing it to a successful conclusion. For lack of other information or motivation, I still believed the years of grief beginning in 1985 were due to misunderstandings caused by separate lawyers and miss communication or no communication.

The events occurred as follows. On December 28, 1987, I sent a letter to Mr. White asking him to handle the closing of a real estate sale I made of my mother's residence (enclosure 13). I owned in fee simple a portion of this real estate in my capacity as trustee for a trust established by my father's will. In my letter, I mentioned that I was giving his name to the buyers and I enclosed a copy of the sales contract. After I did not hear from Mr. White for some period of time, and he did not respond to my telephone calls, I visited his office (I do not know whether that was during my January 25-29, 1988, visit or my March 11-13, 1988, visit to Virginia). He said he did not have a copy of the sales contract. When I got back to Saint Louis, I sent him another copy. I never heard from Mr. White again until I walked into his office the day before closing.

As the seller and negotiator of the sales agreement, and the person who hired Mr. White, I assumed he realized I wanted to be kept informed about the matter. It was even written into the sales contract that: "All notices or communications required or permitted under this agreement shall be in writing . . . and delivered personally, or sent . . . to the following addresses . . .

(a) if to the Seller:

Anthony M. O'Connell, Trustee, 2337 S. 13th
Street, St. Louis, Mo. 63104 . . ." (enclosure 14)

By late March, I was reduced to the embarrassing position of asking the buyer for information. On April 15, 1988, I received a copy of a letter from the buyer's law firm saying that settlement would be in six days (enclosure 15). That was the first information I had received since the day I hired Mr. White. I don't believe even one of the dozens of telephone calls I made to Mr. White during this three and a half month period were returned.

The day after I received the closing notice from the buyer, I left Saint Louis for Virginia. After arriving, I left more telephone messages in Mr. White's office saying I had come from Saint Louis for the closing and would like to meet with him. Again, none of my calls were returned. The day before the scheduled closing, I exercised my last option and walked into Mr. White's office.

On that day, I found Mr. White in his office. He allowed me to read the documents he had prepared for settlement. To my surprise, I discovered that without asking me, he had written in himself and someone I did not know as trustees on the Deed of Trust. Mr. White also informed me that he was not representing me. I was shocked. I suggested to Mr. White that settlement be postponed until I had time to think about the consequences of these surprises, and so I could consult with my co-trustee for the property. Mr. White informed me that he would force me to go to settlement the next day. At that point, I realized the attorney I had entrusted with my \$1.41 million sale had taken advantage of that trust, and he did it under the cover of pretending to represent me. I was in shock.

I felt I had been set up and locked in. I wanted a trustee I could trust. Living in Saint Louis, I did not know of a good substitute trustee who was a Virginia resident. Until I walked into Mr. White's office, I did not even know one was required. I had trusted that the attorney I had hired to represent me would tell me these things in adequate time to plan for a successful closing. If I tried to postpone the settlement to hunt for a substitute trustee, Mr. White threatened he would "force" me to go to settlement. I did not know what this "force" involved, but I was intimidated.

I also felt a big conflict between the two sellers over who would be trustee on the note could be disastrous in negotiations with the buyer at closing. As it was, the negotiations at settlement took over four hours. One reason for this was that my co-trustee discovered that the notes from the buyer were non-recourse to the limited partners although the sales contract had specified that the sale was to be recourse to the limited partners. This was a significant issue and one that Mr. White either apparently hadn't realized or chose not to tell me about.

I felt Mr. White put his personal interest first, of being trustee with a 5% commission on two notes to a Limited Partnership with a combined face value of \$1,161,287.37, and he put the success of the sale in jeopardy by doing so. For the reasons given above I agreed at closing for Mr. White and his other party to be trustees on the Deed of Trust.

While visiting my mother several years later, she told me Mr. White had died. With my mother in the room, and at the request of my mother's retirement home, I called Mr. White's office to inquire about the status of the Power of Attorney that my mother had executed authorizing Mr. White to act for her. To my surprise, Mr. White answered the telephone. At this unexpected opportunity, I asked him why, back in 1988, he had not responded to my telephone calls and letters asking for information concerning the upcoming settlement. Incredible and embarrassing as it seems to me now, I still believed it was mostly misunderstanding and I jumped at this unexpected opportunity to clear something up that had poisoned my relationship with my mother. Mr. White followed up the conversation with his letter of March 15, 1991, (enclosure 16):

"In regard to your inquiry as to why, in 1988, there came a time when I refused to deal with you on the sale, as I said, I recalled that a conceivably adverse relationship had developed between you and your mother concerning the sale. I call your attention to the sixth paragraph in your letter to her of December 8, 1987, a copy of which is enclosed."

The sixth paragraph of my letter states (enclosure 17):

"I am disappointed that you apparently do not want me involved

in this transaction. As near as I can determine, you are concerned that I will block the sale. Please tell me of your specific concerns and maybe we will all have a more pleasant and successful experience."

I fail to see the logic in Mr. White's substantiating his refusal to disclose settlement information to me because of paragraph six of my December 8, 1987, letter to my mother. She had called me on December 7, 1987, to tell me she had to sell the house within six weeks to get her share of the money to buy into a retirement home, and that I was not to come because "people here" were going to take care of selling the house. To this day I do not know why she apparently did not want me involved in the sale of the house. I think most people would read paragraph six and interpret it in the manner that I intended it--that is, to try to find out her concerns as to why she wanted to exclude me. I resorted to guessing in hopes that it would be a catalyst to get her to talk. I do not consider my letter to my mother to have been adverse.

Please compare these two letters and their intent. I believe my letter shows my intentions; to keep everyone informed (copy to four people) and to try to resolve a problem. I believe Mr. White's letter shows his intentions; to deliberately mislead a seventy-nine year old woman into thinking she should not trust her son.

Moreover, if Mr. White thought an adverse relationship had developed between my mother and me, and that adverse relationship prevented him from representing me, why didn't that same rationale prevent him from accepting my hiring of him three weeks later to handle the closing? He could easily have suggested that I obtain other counsel. Why did it not prevent him from naming himself as trustee on both the note to the estate and the note to the trust? Moreover, even if Mr. White was not representing me, he still had an obligation to keep me informed under the terms of the sales contract (enclosure 14).

Mr. White did send the deed and the documents to my address in St. Louis, but they did not arrive until after I had left. The cover letter is dated April 16, 1992 (enclosure 17.1). If you consider the timing, it tended to limit my options to either staying in Saint Louis to receive the documents and agreeing to everything Mr. White wrote, or attending the closing in person in Virginia on April 21, 1992. If I had not walked into his office the day before closing, I wonder when I would have found out Mr. White was not representing me?

I believe if someone hires an attorney to represent them and that attorney accepts, a certain level of trust has to be given that client. It is a fiduciary relationship. At that point in time, I did not think it necessary to get Mr. White's acceptance in writing. If the attorney then works in secret and at the conclusion says he is not representing the client that hired him, I feel it is an abuse of the fiduciary trust. I feel it is a license to steal.

Third Complaint

My final complaint arises from Mr. White's withholding of information, his defamatory and divisive statements about me to my sister, and his performance as co-executor of my mother's estate (fiduciary #49160, her SSN 230-50-6044).

The first conflict occurred when I asked Mr. White in my letter of March 30, 1992, for verification of who would get my mother's Plymouth Van and at what cost (enclosure 18). Because of my experience in hiring Mr. White to handle the closing of my sale described above, I felt it prudent to get the understanding in writing from him.

Perhaps I did underestimate the complexity of paying off a car loan, but I think Mr. White's response of April 4, 1992, with his "I do not know what your problem is, but in the future, please address all correspondence to Mrs. Nader", typifies the problem I am trying to describe (enclosure 19). Because Mr. White was not willing to respond with something such as "The actual cost of the Plymouth to you would be xxx dollars," the consequences were:

1. I had to write a second request to Mr. White (enclosure 20). Mr. White did not respond.
2. I had to write a third request to my sister (enclosure 21). After I wrote this letter, I felt it was inappropriate for Mr. White to try use my sister to explain what he may or may not do. Although both were co-executors, it was Mr. White who was calling the shots and the one I did not trust.
3. My sister had to write a letter to me (enclosures 22).
4. My sister and I had several unsettling telephone calls.
5. I had to make a judgement on my own and prepare my own receipt with the information I was able to get from Mr. White (enclosure 23).
6. Mr. White send an agreement to my sister about the car which "cannot be any clearer". He never mentions the contents of the agreement nor the fact of this agreement to me (enclosure 24). Mr. White makes numerous threats to me in this letter. He mentions that he will seek my sister's approval to file suit against me for an accounting.
7. My sister tells me Mr. White is withholding my \$75,000.00, and will continue to hold it, until I sign the receipt just as he wrote it. If I have to sue Mr. White to get my distribution, I also have to sue my sister, since she is a co-executor.
8. I hire an attorney. I receive my \$75,000 distribution from Mr. White in the mail May 16, 1992, with no explanation.

9. After I get proper information from my attorney, I write my sisters with the appropriate legal form to resolve the problem (enclosure 25).
10. I have to write a clarifying letter to my sisters (enclosure 26).
11. By May 15, 1992, both my sisters sign the form and I sign and send to Mr. White the receipt as he wrote it.
12. The extra paper work, the time, and having to hire an attorney is insignificant compared with all the bad feelings, suspicion and mistrust that was generated between me and my sister.

When I compare the time and effort that would have been required for Mr. White to write one letter specifying the dollar cost of the Plymouth to me, with the time, effort and angst represented above, I believe problem resolution was not Mr. White's intent. I believe Mr. White had a responsibility to explain the matter to me to the extent necessary so that I could make an informed decision regarding the matter. As was the case with my mother, I feel Mr. White's propensity to withhold information generated mistrust and damaged the relationships within my family.

As was the letters Mr. White sent to my mother, the letters he sent to my sister also present a negative image of me with divisive and defamatory accusations and threats.

1. May 4, 1992, letter to my sister (enclosure 27). My sister was good enough to sent me a copy of this.

"If we have knowledge of a gift to Tony of \$15,000, we must report it. Tony is going to have to answer that question before we can be satisfied. If he claims he did not receive the money, he will have to supply us with an affidavit to that effect."

My mother's 1988 tax return shows this gift. After reading this, I requested a copy of the Form 709 from my mothers accountant (enclosure 37) and forwarded it to Mr. White (enclosure 36) when he first asked me about it eight weeks later (enclosure 35). Why accuse me before checking the returns?

"With regard to the filing of the income tax return, my file indicates that I received a fax copy of the K-1 from the Harold O'Connell Trust on April 9, 1992, only six days before the tax return was due."

I had asked the accounting firm to send out the K-1's earlier. When I followed up on this later I discovered that they had inadvertently been left sitting on the receptionist desk. I mailed them myself. The accountant had consultant with Mr. White on these same K-1's in March. If Mr. White wanted it earlier, he could have called me or the accountant. Mr. White fails to tell my sister that the K-1 is not due until April 15, 1992.

2. April 22, 1992, letter to my sister (enclosure 24). My sister was good enough to send me a copy of this also.

"In order to file that return and the subsequent Fiduciary income tax return we will need an accounting from Tony from the date of his last accounting to the date of death. if he does not want to prepare it, I will not agree to any preliminary disbursal to him at all, and will seek your approval to file suit against him to compel the accounting, plus damages to the estate for his delay. Since that trust terminated on your mother's death, his final accounting is due now and not in October."

"There will be no further explanations or written entreaties to him as far as I am concerned. He has the duty and he will perform it under a court order if necessary. Of course he will furnish that receipt."

The Commissioner of Accounts tells me the trust account is due their office October 20, 1993 (enclosure 28). Mr. White never told me he thought an account was due "now". He is asking my sister to join him in suing me for something he never asked me about. I believe I sent Mr. White a copy of that account around May 12, 1992. I am not required to send him any account.

The Commissioner of Accounts Office and my attorney tell me that Mr. White and the estate have nothing to do with the trust. The trust is not required to give any special accounting to the estate at any time. Just because the net income of the trust was distributed to my mother does not mean he is owed a special accounting. Similarly, he is due no special accounting from banks or brokerage firms from which she received income.

If Mr. White genuinely doesn't know how trust work, he should know his limitations before setting up family members to sue each other. He could find this information by talking to most any clerk in the Commissioner of Accounts Office.

"In the event that we do seek a reduction in the assessment Tony will be given written notice that his prompt cooperation is necessary and that if he fails to cooperate that he is aware of the adverse consequences to the estate and is responsible for them."

The situation is that the trust and the estate each own a portion of fifteen acres of unimproved land. The estate can do anything it wants to with it's portion without any approval or "cooperation" from the trustee. The estate and the trust are legally separate. I have never been able to convince Mr. White that he and the estate have no authority over the trust.

Again, I am threatened behind my back for some unknown. I would like to know, in writing, from Mr. White, exactly, what "cooperation" is required before I suffer the adverse consequences.

This is what did happen. About mid May, out of the blue, I was sent a county form that had to be completed in something like two weeks on which the valuation of the 15 acres would depend. I wanted no part of it for fear of getting sued for something.

My sister told me Mr. White said a formal appraisal of the land would cost \$7,000.00 to \$7,500.00 and the earliest he could get an appraiser was in October. The first two people I called said it would cost about \$2,000.00. I hired an appraiser who completed the appraisal within three weeks after I called him, he charged me \$2,000.00, he appraised the property for half the county's valuation and the County accepted this 50% reduction (enclosure 42). I sent a copy to Mr. White June 8 or 9, 1992. I paid the appraiser from the trust. I did this because I was told the earliest Mr. White could get an appraiser was 11 months after my mother's death. I would like to know why Mr. White's appraisers are 350% to 375% higher than the market rate I found and why they could not get to it for five more months. The trust has absolutely no responsibility here. I did it because Mr. White was not getting the job done. Not only did I have to do the estate's work, I had to write and request proper reimbursement from the estate. I believe Mr. White put my sister up to what she told me:

"Since the trust was supposed to terminate on Mother's death, the \$2000.00 for the appraisal should be paid to the beneficiaries, not to the trust. The checks from Sheila and me can then be paid back to you" (enclosure 29).

I can not imagine trying to explain this scenario to a tax preparer. Who is delaying, who is not cooperating, who should be sued for damaging the estate? Again, if Mr. White genuinely doesn't know how trusts work, he should be aware of his limitations before setting up family members to sue each other. Trusts, like estates, stay open until the paper work is done. Mr. White could find that out by talking to most any clerk at the Commissioner of Accounts Office.

I have been advised that my mother's estate is a simple one, cash, one vehicle, stocks and bonds, and a Deed of Trust with two notes voluntarily paid off in full on 4/21/91.

I agree with Mr. White that anyone damaging the estate should pay for those damages. Even though Mr. White is serving without surety, I feel he, as co-executor of my mother's estate, is at least as responsible to it as he has held me, a beneficiary and trustee with zero responsibility to the estate except to send a K-1. I believe my mother's estate has been damaged by Mr. White's co-executorship, a co-executorship that he refused to relinquish at the request of all the beneficiaries (enclosure 30).

1. Mr. White's initial filing of my mother's 1991 individual tax return was liable for penalties for underpayment of estimated taxes. I was particularly interested in this because I felt Mr. White had convinced my sister that it was my fault. My request for information about this was never answered (enclosure 31).

2. Mr. White failed to notice a 4/21/91 payment of \$125,000.00 to my mother in 1991. After I brought it to his attention that 79% of this was taxable, he amended her Federal and Virginia returns. Mr. White then asks my sister to limit his responsibility to half of the \$526.55 interest on the 1040 because of the interest earned in the estate by his non payment (enclosure 32). Something is not quite cricket here. Mr. White is not a beneficiary. Why should he profit from his under payment of my mother's taxes. If this is accepted, shouldn't Mr. White compensate the estate for lost interest because of his over payments? For example, his estate return shows an overpayment of \$70,050.51 (enclosure 33).

3. Because of the new Clinton/Gore administration, I felt the beneficiaries would most probably save taxes if all possible distributions could be made by December 31, 1992. December is the last month the beneficiaries can make tax deductible disbursements. All three beneficiaries own and operate their own business. That can't be done because the IRS has not yet concurred with the reduced valuation of the real estate (enclosure 39). If Mr. White had filed the estate return on time this probably would not have been an obstacle. The beneficiaries lost this option to manage their personal and business finances.

According to Mr. White's extension request of June 11, 1992, the delay was due to (1) value of real estate not determined, and (2) "The estate does not at this date possess full data for certain gifts and debts of the estate and other needed information" (enclosure 34).

I put a formal appraisal of the real estate in Mr. White's hands approximately three weeks (mailed June 8 or 9, 1992) after learning he had made no progress on this issue in the eight months after my mother's death, and that the earliest he could get an appraiser would be an additional five months. That is thirteen months.

Mr. White never asked me about my gifts until July 16, 1992 (enclosure 35). I responded the next day (enclosure 36). Who is delaying and damaging the estate?

4. Mr. White withheld my distribution of \$75,000.00. I had to hire a lawyer to get it and he was a Godsend (enclosure 38). I believe my sister consulted with this attorney and got another perspective. Mr. White has been very polite since. I feel a beneficiary should not have to hire an attorney to protect himself from his co-executor. I estimate that the cumulative costs for this attorney approach one thousand to several thousand dollars. Should the beneficiaries have to pay this or should the person who created the problem?

5. In Mr. White's letter of April 22, 1992, to my sister (enclosure 24), he says he will have to bill the estate for outside advice as to whether or not any of the trust under my father's will is involved in the estate. I feel the beneficiaries should not have to pay extra for that level of knowledge. Most any clerk in the Commissioner of Accounts Office could tell him this.

6. What amount of damage is done to me and my mother when my mother believes the things Mr. White wrote about me? What is the amount of damage done when my mother drops me as her co-executer and adds Mr. White? Why did her feelings change?.

7. What amount of damage is done to me and my sister when my sister accepts that I may have to sue her and her me?

8. In casual conversation with my sister several weeks ago, it dawned on me that Mr. White thinks the \$545,820.42 Lynch payment of 4/21/92 to the estate is tax free and he writes a letter to that effect 11/13/92 (enclosure 39). I respond with my letter of November 16, 1992 (enclosure 40). Thirteen months after my mothers death, he doesn't know this instalment sale is taxable? I believe most first year accounting students would know this. What damage is caused the by this lack of tax planning and inattention?

I want to try to put in perspective Mr. White's performance on this one issue of the Lynch Deed of Trust. Mr. White was coauthor of the Deed of Trust with it's payment schedule and conditions, and made himself trustee.

a. In the spring of 1992 my sister reads to me over the phone her copy of Mr. White's letter to her informing the Lynches that they owe the estate \$56,334.67 in interest on the note to the estate in 1992. He later learned the correct amount of interest was \$45,067.74. I would think this mistake would raise Mr. White's consciousness enough to reread his own writing.

b. Mr. White fails to report the 79% taxable amount of the \$125,188.17 Lynch payment on my mother's 1991 individual return. If I had not brought this to Mr. White's attention, how much more would the estate have suffered (enclosure 41)?

c. This month, eight months after the Lynch payment of \$545,820.42 to the estate, thirteen months after my mother's death, I find out by accident that Mr. White is unaware that 79% of this \$500,752.68 in principal is taxable. If I had not brought this to Mr. White's attention, how much more would the estate have suffered (enclosure 40)?

9. With this track record, I don't think it is unreasonable that I am concerned about possible damages on which I, as yet, have no information.

10. What is the cost of my time in trying to protect my mother's estate?

11. I believe Mr. White made problems when their were none, and made the simple complex.

In closing, the events of the past seven years have caused me incredible personal anguish. I'll never forget the night my mother called me in Saint Louis, and between sobs, said she had no one she could trust. She never explained it. She died six months later. The next day I received Mr. White's letter of March 15, 1991 of which a copy had been sent to my mother. Please be kind enough to read this letter (enclosure 24). I believe it shows Mr. White's intentions; to deliberately mislead a seventy-nine year old woman into thinking she should not trust her son.

My mother died apparently thinking I could not be trusted. What was her perception of me? She removed me as co-executor of her will in 1985 and added Mr. White. Why did she want me as co-executor up to 1985, but then changed her mind?

I respectfully request that you investigate this and that you ask Mr. White to produce real evidence that would justify his defamatory and divisive accusations to my mother and sister. When I asked him, he refused, saying "client confidentiality". I hope your investigation would include my performance as a trustee, and if I erred on the side of requesting too much information, I hope you would tell me so. I would welcome a written determination from you in order to show my sisters, relatives and friends that Mr. White's smears on my integrity were unwarranted. I ask that you take appropriate regulatory action against him so that others are protected from the emotional pain and suffering he has caused me and my family.

Have similar complaints been filed against Mr. White?

Sincerely,



Anthony O'Connell

Anthony M. O'Connell
6541 Franconia Road
Springfield, Virginia 22150
(703) 971-2855
December 11, 1992

PERSONAL AND CONFIDENTIAL

Mr. James M. McCauley
Asistant Bar Counsel
Virginia State Bar
Eighth and Main Building
707 East Main Street, Suite 1500
Richmond, Virginia 23219-2803

Re: In the Matter of Edward James White
VSB Docket #93-042-0976
Complaint received on December 7, 1992
Complainant: Anthony M. O'Connell

Your letter of December 10, 1992

Dear Mr. McCauley:

Thank you for your very prompt reponse. My telephone number is (703) 971-2855.

My sister, Ms. Jean O'Connell Nader, co-executor of my mother's estate with Mr. White, can be reached at:

Ms. Jean O'Connell Nader
350 Fourth Avenue
New Kensington, Pennsylvannia 15068
(412) 337-7537

If possible, I would appreciate the opportunity to review and respond to Mr. White's reply.

Sincerely,



Anthony M. O'Connell



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

February 10, 1993

PERSONAL AND CONFIDENTIAL

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

Re: In the Matter of Edward James White
VSB Docket No. 93-042-0976

Dear Mr. O'Connell:

This letter is in reference to your complaint against the above-referenced attorney received in our office on December 7, 1992. In addition, I acknowledge receipt of your supplemental correspondence dated January 26, 1993, received in my office on January 29. I have concluded my preliminary investigation of your original complaint and wish to advise you that your complaint presents no basis for further investigation by this office for the reasons I shall set out below.

The Respondent did not file a written answer to your complaint. However, Mr. White is represented by counsel in this matter, David R. Rosenfeld, Esquire, and I met with Mr. Rosenfeld and his associate in Alexandria to go over all of the factual matters related to this complaint.

Your complaint alleges that the Respondent served as co-executor of your father's estate along with your mother and that the Respondent allegedly withheld certain information concerning a trust which was set up under your father's will in which you were named as a trustee.

According to your complaint, you retained the Respondent in 1987 to handle a real estate closing and you allege that the Respondent appointed himself co-trustee on the note securing that transaction. Then, the day prior to closing, Respondent allegedly informed you that he was not representing your interests in this real estate transaction. You have also claimed that the Respondent has handled your mother's estate incompetently.

With respect to your first complaint, it appears that your mother, rather than you, retained the Respondent for legal assistance in her capacity as executrix

Mr. Anthony M. O'Connell
Page 2
February 10, 1993

of your father's will. Apparently, your mother removed you from her will as a co-executor and nominated the Respondent in your place. However, none of these matters fall within the scope of the Code of Professional Responsibility particularly in view of the fact that you and the Respondent did not share an attorney-client relationship.

Your father's will poured over into a trust in which you were nominated trustee. By your own complaint, you admit that you hired another attorney to look into the funding of the trust, i.e., what distributions the estate would make to the trust. It is my understanding that you came to Virginia to qualify as a trustee. Again, in respect to that matter, there is no attorney-client relationship between you and the Respondent, Mr. White.

In the absence of an attorney-client relationship between you and Mr. White, Mr. White was under no ethical obligation to follow any of your directions or instructions nor was he obligated to communicate directly with you. His ethical duties regarding competence, promptness and communication were owed to your mother.

It is my understanding, based upon a reading of your complaint, that the Respondent and your attorney reached an agreement regarding the funding of the trust and the Respondent agreed to cooperate by providing your attorney with a draft of the final accounting of your father's estate.

Your complaint initially provoked a thought on my part as to why the father's estate remained open so long. However, as indicated in your complaint, Mr. White was not retained by your mother until 1985. Thus, while your complaint states that you were not aware of the fact that your father had appointed you as a co-trustee until 1985, and that your father passed away in 1975, the Respondent appears to have notified you of that fact after he had become involved in 1985.

You have also complained that your mother executed a codicil to her will removing you as a co-trustee and naming Mr. White in your stead. I find nothing improper about that particular matter as it was certainly your mother's prerogative to amend or modify her will and it was Mr. White's responsibility to follow her instructions in that regard.

Your second complaint involves an allegation that Mr. White undertook to represent your interests in a real estate closing in 1987. By letter dated December 28, 1987, you purportedly asked the Respondent to represent your interests in a transfer of property to the Lynch Properties Limited Partnership. You complain that the Respondent failed to notify you of the closing date which you fortuitously discovered from the purchasers just before the closing. In addition, you point out that the Respondent and another party were named as trustees on the Deed of Trust securing the purchase loan without your knowledge or consent. When you confronted Respondent about this, he advised that he did not represent your interests in this real estate

Anthony M. O'Connell
Page 2
February 10, 1993

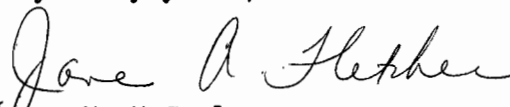
transaction.

My investigation reveals that the Respondent did not serve as settlement attorney for this transaction. In fact, the closing was handled by Coldwell Banker, and the legal instruments for the transaction were prepared under the supervision of McGuire, Woods, Battle & Boothe. I have seen the real estate closing file which was delivered to Mr. Wright by the McGuire, Woods firm, and I am 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 of law to establish an attorney-client relationship unless there is some evidence that Mr. White did in fact undertake to handle the closing. Finally, there is no ethical issue raised simply because Mr. White is named as a co-trustee in the Deed of Trust securing the purchase by the Lynch Properties Limited Partnership.

The third complaint involved an allegation that Mr. White allegedly withheld a \$75,000 distribution until you agreed to obtain your own legal counsel. With respect to this allegation, Mr. White, in his capacity as an administrator or executor of an estate is under no obligation by law to make a interim distribution to you. Whether an interim distribution is made is entirely discretionary and the law requires a distribution to be made only upon the filing of a final accounting. With regard to your allegations of incompetence and delay on the part of Mr. White in handling your mother's estate, I have determined that Mr. White has filed in a timely manner the inventory and first accounting for this estate. No delinquency notices or show cause summonses have been issued. The only possible area of neglect appears to be the late filing of Mrs. O'Connell's income tax return, however, I am advised that Mr. White paid one-half of the accrued interest to the IRS, and that no penalties were assessed. In addition, Mr. White timely requested an extension for filing the decedent's last income tax return and therefore no penalties were involved. As justification for the delay, Mr. White points out that he experienced some delay in obtaining the K-1 from you and your own complaint appears to concede that there was a problem with getting the K-1 to Mr. White.

Based on the foregoing, I see no basis in fact or in law to conclude that Mr. White has engaged in any misconduct in violation of the Code of Professional Responsibility. Therefore, please be advised that no further action will be taken on your complaint. By copy of this letter to Respondent's counsel, Mr. Rosenfeld, I am advising him of my determination.

Very truly yours,


for James M. McCauley
Assistant Bar Counsel

JMM/ge
cc: David R. Rosenfeld, Esquire

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 that reads "Anthony M. O'Connell". The signature is written in dark ink and is positioned above the typed name.

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

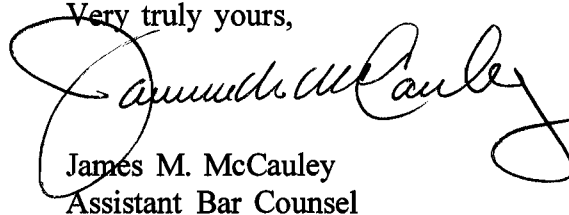
Page 2

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,

A handwritten signature in cursive script that reads "James M. McCauley". The signature is written in black ink and is positioned above the typed name and title.

James M. McCauley
Assistant Bar Counsel

JMM/dls

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

November 5, 1993

Edgar A. Prichard, Esq.
8280 Greensboro Dr.
#900
McLean, Va. 22102

Re: Estate of Jean M. O'Connell

Dear Mr. Prichard,

On October 29, 1993, Judge Bach entered the Order of Distribution, a copy of which is enclosed.

I am also enclosing the full financial history of the estate including receipts and disbursements from which the final accounting will be prepared, as well as the statements from A. G. Edwards and the mutual funds which will give the approximate value of the assets on hand.

Mr. O'Connell had expressed the desire to be paid in cash, but now has stated to Mrs. Nader that he desires to have the stocks and funds distributed to him. His sisters also desire an in kind distribution. As long as all three want the same thing, I have no problem with in kind or cash distribution.

The commission requested will be 5% of the assets and income received by the estate. Items upon which no commission is due are noted in the Receipts listing. Mrs. Nader has stated that she does not want a commission. Since we took a deduction for the full 5% commission on the 706 and saved money thereby, Mrs. Nader is going to split her share three ways less the income tax which she will pay on it.

The second fiduciary return will be ready next week and copies will be distributed as soon as I receive it.

I wish I could end this letter at this point, but there are some other matters which I did not think would arise after Mr. O'Connell's civil tone in his letter of June 30 and my reply.

Enclosed is a copy of Mr. O'Connell's letter to the Commissioner of October 25, 1993. (Earlier he had written the Commissioner requesting that I be denied reimbursement from the estate for expenses in defending myself from his charge to the Bar. I wrote Jesse Wilson that I never entertained seeking such

payment.) On October 27, 1993, I wrote Jesse and told him that you were representing Mr. O'Connell or at least advising him.

Next, I was informed by Mrs. Nader last week that Mr. O'Connell has demanded that we be bonded. The will flatly states otherwise and to do so would be in violation of our office.

I will admit that I am furious about this continual petty harassment. From inception of this estate including the time that his sisters gave him the vehicle and I merely asked for a receipt so that a proper accounting might be filed, Mr. O'Connell has tried one stunt after another to disrupt the flow of administration, notwithstanding my repeated attempts to calm him down.

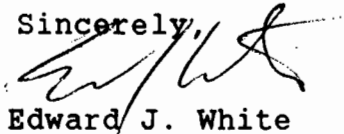
I am including Mr. O'Connell's complaint to the Virginia State Bar and the Bar's reply. I have omitted the 44 pages of enclosures he filed. His outright malicious lies about me (Page 7: "to deliberately mislead a seventy-nine year old woman", "abuse of the fiduciary trust" and "license to steal") in his complaint to the Bar are unforgivable and most decidedly actionable. In this regard please inform him that I would accept a full written apology for these remarks and let the matter drop even though no one has ever made such a statement about me.

I am fully aware of the root cause of all of this; however, it is not my fault that Miss Jo Ann Barnes refused to serve as a Co-Executor with Mr. O'Connell or that his mother came to me and directed his removal from that clause of the will.

I would fervently pray that he be counselled insofar as possible to let this estate be wound up in a normal fashion. He does not have to like me; he needs only to get off my back.

I assume that if he does not let matters drop, the next step will be to try and deny all or part of the commission due. I have spent well over 110 hours in this case without any payment of any sort and will most certainly expect to be paid the customary commission (2 1/2%) which I have explained to Mr. O'Connell in the past, provided it is approved by the Commissioner.

Sincerely,



Edward J. White

EJW/e

Anthony M. O'Connell,
Trustee u/w of H. A. O'Connell
216 Governor's Lane
Apartment 12
Harrisonburg, Virginia 22801
March 7, 1998

The Virginia State Bar
Eighth and Main Building
707 East Main Street, Suite 1500
Richmond, Virginia 23219-2803

Reference: Virginia State Bar's letters of February 10, and November 1, 1993.

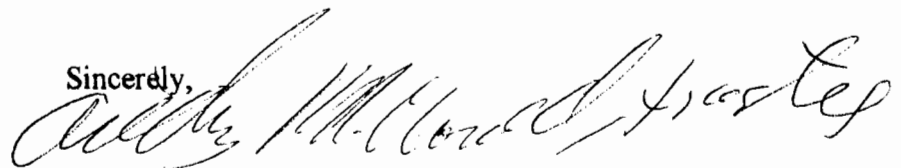
Dear Virginia State Bar:

I am responsible for the sale of my family's remaining parcel of real estate. Indications are that the same source that caused the problems with my sale of the first parcel will use trusting family members to cause problems here. It is essential for my family to understand the source of the problems on my first sale before trying to sell this parcel.

As a start towards accountability, would you please have Mr. Edward J. White, Attorney, give you a written "yes" or "no" as to whether he drafted the deed for the settlement of April 21, 1988, and send me a copy?

Were the Virginia Bar's previous letters written under the belief that the lawyer was only trying to protect one family member from another, or protecting the privacy of a family problem, or something along those lines?

Sincerely,



Anthony M. O'Connell,
Trustee u/w of H. A. O'Connell

Enclosure 1: Documents concerning the settlement of April 21, 1988.

Enclosure 2: Book entitled *First thing is to have the final accounting....*

Copy to: Mr. Edward J. White, Attorney
118 South Royal Street
Alexandria, Virginia 22314

From: "Lisa Overton" <LOVERTON@steward.com>
Subject: **RE: Where does it say I could not qualify as Trustee?**
Date: June 14, 2007 10:21:09 AM MST
To: elynchjr@i95businessparks.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@steward.com*

From: Bill Lynch [mailto:elynychjr@i95businessparks.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.

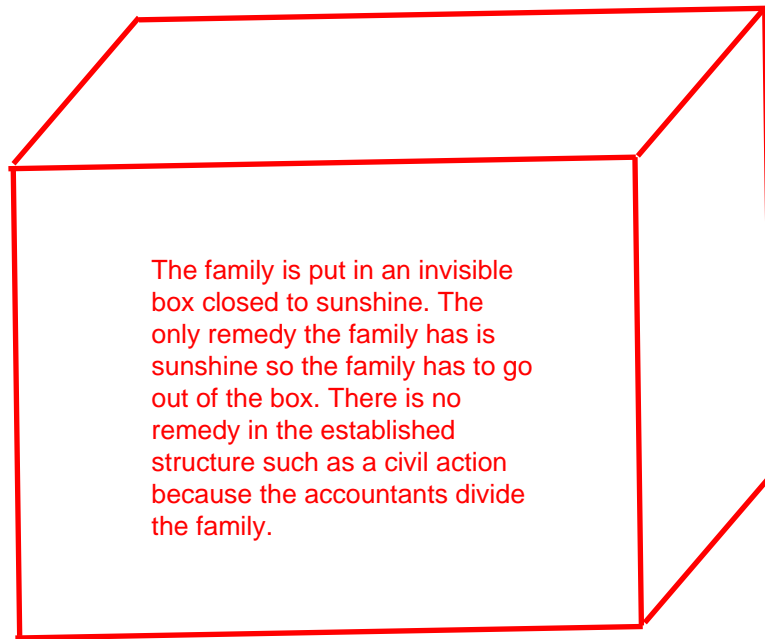
The operative trust agreement is dated in 1992. I don't recall what the documentation was in 1986, but all the documentation that you require to act as Trustee is of record with the 1992 Trust and the Power of Attorney.

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?



The family is put in an invisible box closed to sunshine. The only remedy the family has is sunshine so the family has to go out of the box. There is no remedy in the established structure such as a civil action because the accountants divide the family.