

Law of Contracts

22p

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



PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this 24th day of December 1987, by and between JEAN MINER O'CONNELL, ANTHONY M. O'CONNELL, TRUSTEE and HERBERT A. HIGHAM, TRUSTEE ("Seller") and LYNCH PROPERTIES LIMITED PARTNERSHIP, a Virginia limited partnership, or assigns ("Purchaser"). The Seller and the Purchaser are sometimes hereinafter referred to as the "parties".

RECITALS:

R-1 Seller is the owner of a certain parcel of unimproved real property in Fairfax County, Virginia, bearing Fairfax County Tax Map Number 90-2-((1))-0085 and outlined in red on Exhibit "A" attached hereto, and which parcel of real property contains approximately 155,500 square feet of land. Seller also owns an adjacent abandoned right-of-way, the size of which is unknown. Both Parcel 85 and the abandoned right-of-way are hereinafter referred to as the "Subject Property."


R-2 Purchaser desires to acquire the Subject Property, and Seller desires to sell the Subject Property to the Purchaser upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, THIS AGREEMENT

W I T N E S S E T H :

That for and in consideration of the mutual premises hereinafter set forth in this Agreement, and in consideration of

4.03. Dedication by the Trustees. Said deed of trust shall contain a provision requiring the trustees under said deed of trust, without the necessity of obtaining the prior consent of the deed of trust note holder, to release land to be dedicated for public use such as for streets, public utilities, sanitary sewer, water, storm sewer, etc. from the above mentioned trust without curtailment and at no cost to the Purchaser.

 4.04. Trustees. Trustees in all deeds of trust are to be named by the parties secured thereby. Seller agrees to instruct trustees on said deed of trust to sign plats of subdivision as desired by and without cost to purchaser or assigns so long as said subdivision meets the requirements of Fairfax County.

Section 5. Feasibility Tests and Studies.

5.01 Access; Indemnification. From the date of full execution of this Purchase Agreement, and continuing for a period of sixty (60) days thereafter (the "Feasibility Period"), Purchaser (and Purchaser's agents, employees or other parties designated by Purchaser) shall have the right, at any reasonable time or times, to enter onto the Subject Property to perform such tests, examination, surveys and studies as Purchaser deems appropriate, including, but not necessarily limited to, studies concerning economics, zoning, utility availability, soils and environmental studies, and a Preliminary Layout to the Subject Property. Purchaser shall reasonably restore the Subject Property to its condition existing prior to undertaking any such

Section 7. Deed.

Title to the Subject Property shall be conveyed to the Purchaser at Settlement by General Warranty Deed with English Covenants of Title, subject to no exceptions other than the Permitted Title Exceptions.

Section 8. Settlement.

8.01 Date and Place. The consummation of the transaction described in this Agreement ("Settlement") shall take place one hundred twenty days (120) days from the date of ratification of this contract at the offices of McGuire, Woods, Battle & Boothe, 8280 Greensboro Drive, Suite 900, McLean, Virginia 22102 ("Settlement Agent"). Purchaser shall notify Seller in writing if Purchaser elects to go to Settlement earlier than the date specified by this Agreement. Such notice shall be received by Seller at least fifteen (15) days prior to the earlier Settlement Date proposed by Purchaser.

8.02 Adjustments. Real estate taxes shall be adjusted as of the date of settlement.

8.03 Settlement Costs. Purchaser and Seller hereby authorize the Settlement Agent to settle this Agreement. Seller shall pay the Virginia Grantor's tax, and the cost of preparation of the general warranty deed. Purchaser shall pay for title insurance, title examination, conveyancing and notary fees, survey preparation, recordation taxes and charges, and all other settlement costs, expenses and charges. Seller and Purchaser shall each pay their respective attorneys' fees.

of Purchaser's representation and warranty contained in this Section 10.

Section 11. Notices.

All notices or communications required or permitted under this Agreement shall be in writing and shall be deemed duly given if in writing and delivered personally, or sent by registered or certified United States mail, return receipt requested, first class, postage prepaid, to the following addresses, (or such other addresses as may be designated in writing):

(a) if to the Seller:

Anthony M. O'Connell, Trustee
2337 S. 13th Street
St. Louis, Mo. 63104

and (b) with a copy to:

Jean Miner O'Connell
6541 Franconia Road
Springfield, Va. 22150

and (c) if to Purchaser:

Lynch Properties Limited Partnership
P. O. Box 607
Springfield, Virginia 22150

and (d) with a copy to:

Allan B. Goldstein
McGuire, Woods, Battle & Boothe
8280 Greensboro Drive, Suite 900
McLean, Virginia 22102

Section 12. Miscellaneous.

12.1 Modifications and Waivers. No modification, waiver, amendment, discharge or change of this Agreement, except

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

WITNESS:

Mary J. Ruel
Date: 12/21/87

Carolyn R. Pflug
Date: 12/22/87

WITNESS:

PURCHASER:

LYNCH PROPERTIES LIMITED PARTNERSHIP

By: E. W. Lynch, Jr.
E. W. Lynch, Jr.
General Partner

By: Wayne M. Lynch
Wayne M. Lynch
General Partner

SELLER:

Jean Miner O'Connell
Jean Miner O'Connell

Anthony M. O'Connell, Trustee

Herbert A. Higham, Trustee

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

(314) 776-4926

December 28, 1987



Mr. Edward J. White
118 South Royal Street
Alexandria, Virginia 22314

Dear Mr. White:

I got a buyer for my mothers residence while you were out of town.
A copy of the purchase agreement is inclosed.

In spite of your excellent advice to my mother to sigh nothing
without your first looking at it, I urged her to sign this
(December 24, 1987) because it is so clean and I felt strongly
that it was not good business to wait until January 8, 1988.

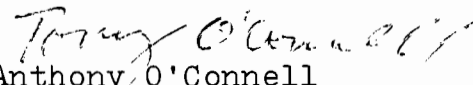
Assuming we pass the study period contingency, I hope you will
handle the settlement.

I'm taking the liberty of giving your name to the buyer, Mr.
R E. Lynch. Mr. Lynch mentioned that he may need copies of
estate taxes, the death certificate, etc., things I don't
have.

Mr. Edwin W. (Bill) Lynch Jr. can be reached at:

Lynch Properties Limited Partnership
6340 Brandon Avenue
Springfield, Virginia 22150
or
Guston Land Company
7514 Rambling Ridge Drive
Fairfax Station, Virginia 22039
(703) 569-4992

Sincerely,


Anthony O'Connell



TELEPHONE DETAIL
MAY EXCEPT WHERE NOTED

P.

JAN

11 O'CONNELL	.14
11 SHAPIRO	.59
12 UDOT	4.36
12 UDOT	1.17
12 OFF. TRANS	.59
12 GOODWIN	1.17
13 UDOT	.28
13 GOODWIN	.14
13 WHITE	3.78
22 HALLY	.88
22 HALLY	1.17
24 HALLY	2.80
28 QUATEX	.25
#	17.92

FEB

16 NADER	.14
25 HIGHAM	7.20
13 UDOT	3.15
13 FAIRFAXDOT	12.22
13 GOODWIN	4.12
13 LYNCH	10.33
28 O'CONNELL	.28
	37.44

MARCH

5 LYNCH	.14
6 TIERNEY	3.65
7 LYNCH	.54
7 WHITE	3.77
7 NADER	15.97
8 NADER	.81
8 TIERNEY	.29
10 O'CONNELL	.54
14 O'CONNELL	.71
15 O'CONNELL	1.08
15 WHITE	.27
18 COMMISSIONER	5.77
25 HIGHAM	.27
26 HIGHAM	4.45
7 PRICHARD	5.47
8 TIERNEY	3.60
17 WHITE	4.12
29 LYNCH	1.29
	51.34

APRIL

7 LAWRENCE	3.85
14 PRICHARD	9.52
15 PRICHARD	10.60
3 O'CONNELL	1.62
7 ALEXANDER	.14
7 SHAPIRO	.27
7 ALEXANDER	.54
7 ALEXANDER	1.89
7 SHAPIRO	1.62
7 PLANNING OFF.	.27
7 PLANNING OFF.	1.89
7 O'CONNELL	1.35
11 O'CONNELL	5.12
11 HIGHAM	9.28
13 COMMISSIONER	.54
13 ALEXANDER	.27
14 ALEXANDER	1.35
14 WHITE	.27
14 LYNCH	.27
14 LYNCH	1.08
15 WHITE	.14
15 HIGHAM	.27
15 WHITE	4.85
15 WHITE	.27
15 HIGHAM	.27

16 WHITE	.14
16 WHITE	.14
16 O'CONNELL	.54
17 WHITE	.14
17 HIGHAM	2.83
18 HALLY	2.16
18 WHITE	.14
18 O'CONNELL	1.08
19 HALLY	.54
20 KENEST	5.18
20 KENEST	.86
20 DRISKO	1.94
22 BOYMENS	1.13
19 WHITE	.84
19 MWB+B	1.08
27 425-7610	1.67
	77.95

MAY

BELL 4 NADER	.81
BELL 8 GOODWIN	2.97
BELL 10 GOODWIN	2.69
17 GOODWIN	5.78
17 A.O'CONNELL	1.92
	14.17

JUNE

9 LYNCH	3.23
17 LYNCH	.27
26 698-7788	.53
27 698-7788	.14
	4.17

July

19 MWB+B	.81
	.81

NOTE: PAY PHONES NOT INCLUDED HERE

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.

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	
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>	
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*

DEED OF BARGAIN AND SALE

THIS DEED, made this 21st day of April, 1988, by and between JEAN MINER/O'CONNELL, unmarried; and ANTHONY M./O'CONNELL and HERBERT A./HIGHAM, Trustees of the Trust established by the Will of the late Harold A./O'Connell, hereinafter called Grantors; and LYNCH PROPERTIES LIMITED PARTNERSHIP, a Virginia limited partnership, hereinafter called Grantee, provides:

That for \$10.00 and other valuable consideration, the receipt of which is hereby acknowledged, the aforementioned Trustees hereby grant, bargain, sell and convey with Special Warranty, and the aforementioned Jean Miner O'Connell hereby grants, bargains, sells and conveys with General Warranty of title unto the Grantee, the following real estate, located in Fairfax County, Virginia, containing 3.23987 acres:

Beginning at a point marking the intersection of the Easterly right-of-way line of Frontier Drive (Route #2677) and the Southerly right-of-way line of Franconia Road (Route #644), thence with the Southerly right-of-way line of Franconia Road S 86° 51' 59" E, 369.48 feet, to a point marking a Northwesterly corner of the property of the County School Board of Fairfax County; thence with the boundary of said School Board S 00° 49' 33" W. 374.84 feet to a concrete monument; and N 89° 10' 27" W, 369.18 feet, to a point on the aforementioned right-of-way line of Frontier Drive; thence with said right-of-way line of Frontier Drive N 00° 49' 33" E, 389.72 feet to the point of beginning, containing 3.23987 acres of land.

AND BEING the same property conveyed to Harold A./O'Connell and Jean M. O'Connell, his wife, as joint tenants with the common law right of survivorship by deed recorded in Deed Book A-13 at Page 37. Whereas by Deed of Partition recorded in Deed Book 4026 at Page 454, the property was reconveyed to Harold A. O'Connell as to an undivided one-half interest and to Jean M. O'Connell, as to an undivided one-half interest, whereas, Harold A. O'Connell died testate May 26, 1975, and by his Last Will and Testament recorded in Will Book 201 at Page 96, devised his interest to his executor Anthony M. O'Connell, Trustee; whereas Anthony M. O'Connell, Trustee, could not qualify and Herbert A. Higham, Trustee, was appointed to act in his place and stead.

BK7005 0634

PC BOX 607
Springfield, VA 22150

COLUMBIA BANKER SETTLEMENT & TITLE SERVICES, INC.
851 GREENSBORO DR. SUITE 600
MCLEAN, VA 22102

DEED OF TRUST

THIS DEED OF TRUST made this 21st day of April, 1988, by and between E. W. LYNCH and WAYNE M. LYNCH, Trustees for LYNCH PROPERTIES LIMITED PARTNERSHIP, a Virginia limited Partnership, acting under a certain trust agreement recorded among the land records of Fairfax County in Deed Book 5605 at page 1400; hereinafter referred to as "Borrower"; and EDWARD J. WHITE of Alexandria and RICHARD G. WOHLTMAN of Fairfax County, either of whom may act, hereinafter referred to as "Trustees"; and the Beneficiaries, Jean Miner O'Connell; and Anthony M. O'Connell and Herbert A. Higham, Trustees under the trust established by the Will of Harold M. O'Connell; hereinafter collectively referred to as "Noteholder", provides:

Borrower, in consideration of the indebtedness recited herein and the trust created herein, irrevocably grants and conveys to the Trustees, IN TRUST, with general warranty, the following described property located in the County of Fairfax, Virginia:

Beginning at a point marking the intersection of the Easterly right-of-way line of Frontier Drive (Route #2677) and the Southerly right-of-way line of Franconia Road (Route #644), thence with the Southerly right-of-way line of Franconia Road S86° 51' 59" E, 369.48 feet, to a point marking a Northwesterly corner of the property of the County School Board of Fairfax County; thence with the boundary of said School Board S 00° 49' 33" W, 374.84 feet to a concrete monument; and N 89° 10' 27" W, 369.18 feet, to a point on the aforementioned right-of-way line of Frontier Drive; thence with said right-of-way line of Frontier Drive N 00° 49' 33" E, 389.72 feet to the point of beginning, containing 3.23987 acres of land.

which has the address of 6541 Franconia Road, Springfield, Va. 22150.

Together with all improvements and fixtures now or hereafter erected on the property, and all easements, rights and rent (subject however to the rights given to the Noteholder herein to collect and apply such rents) now or hereafter attached to the property ("the property"),

TO SECURE to the Noteholder the repayment of the indebtedness evidenced by Borrower's two notes dated April 21, 1988. Note No. 1 is in the principal sum of SIX HUNDRED TWENTY FIVE THOUSAND NINE HUNDRED FORTY and 86/100 Dollars (\$625,940.86) with interest thereon. Note No. 2 is in the principal sum of FIVE HUNDRED THIRTY FIVE THOUSAND THREE HUNDRED FORTY SIX and 51/100 Dollars (\$535,346.51) with interest thereon. Both of these notes provide for two annual payments of interest only, which payments shall be due on the first and second yearly anniversaries after the date of this instrument, with the balance due and payable thereafter in five equal annual payments of principal plus accrued interest thereon, the payment of all other sums, with interest thereon, advanced under the terms of this trust to protect the security of the trust; and the performance of the covenants and agreements of the Borrower.

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,

A handwritten signature in black ink, appearing to read 'EJW', written over the typed name 'Edward J. White'.

Edward J. White

EJW/e

Encl.

Copy to: Mrs. O'Connell

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?

Missing

\$545,820

April 21, 1992

The accountants do not mention the cash payment of \$545,820 to the Estate from the payoff of Lynch Note 1 on April 21, 1992, and the payment does not show in the accountings or tax returns.

When the accountants told the beneficiaries that the Lynch note would not produce any capital gain, I told them that it would and the taxes were paid. At that time I did not know that they were not reporting the \$545,820 payment. So strangely, the payment was not reported but the taxes on the payment were paid.

Can we expose the accounting trails of the \$545,820 payment?

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 black 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

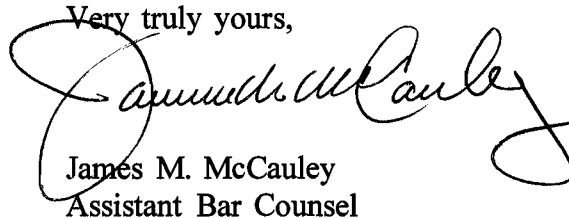
Page 2

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,



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 that Edward White sent Anthony O'Connell for signature?
- (3) Who named Edward White and someone I don't know as Trustees for the deed of trust?
- (4) Where does it say in the court records that Anthony O'Connell could not qualify as Trustee?
- (5) Did Anthony O'Connell qualify or not qualify as trustee u/w of Anthony O'Connell?
- (6) Why did Edward White not respond to Anthony O'Connell's letter of December 28, 1987, or his telephone calls, or not communicate at all until Edward White's letter of April 16, 1988, that said sign the deed and return it immediately by express mail? Why refuse to communicate for 3 1/2 months and then instruct the POC for the Seller to sign and return it immediately by express mail?