

# Sabotage Sale, 1988

## Summary

I sent Edward White a signed and notarized Purchase Agreement for a real estate sale I made in my capacity as Trustee and asked if he would handle the settlement (Page 1).

Three and a half months later, five days before settlement, Edward White sent me a deed to sign that states, among other things, that I could not qualify as Trustee (Pages 4 and 5). Court records show I was qualified as Trustee (Page 6). Edward White put me in the position of having to sign this deed as written or he would make it appear to my family that I was obstructing the settlement. I signed the deed as written.

By law settlement has to be made in accordance with the terms of the Purchase Agreement unless all parties agree to any changes. The lawyer did not ask or notify me of any changes (page 3). The Purchase Agreement requires that the lawyer represent only all or only none of the individuals comprising the single legal entity of "Seller" (page 2). If the lawyer is representing none he should not be sending them deeds to sign (page 4) or charging them for his services (page 7).

Please note that Edward White's version given to my mother (page 8) is different from the version given to the Bar investigator (pages 9 and 10). This is what they can get away with. Edward White does not even have to take an accountable position.

If I had let the secrecy or the deed drive me to hire another lawyer here, then again, Edward White could technically avoid fiduciary responsibility to me because I hired another lawyer (but remain in charge of the real estate sale that I am responsible for and which by definition requires fiduciary accountability), and I am made to appear as the adverse party represented by counsel. What stopped me from falling for the hire-another attorney-trap here is that I did not believe that a lawyer could get away with deviating from the terms of this straightforward Purchase Agreement.

Unless a just power intervenes a similar thing will happen if the Trustee tries to sell the remaining real estate (B8845 p1444 and B8307 p1446). They have already sabotaged the Trustee's planned sale of this real estate. The evidence is in their accounting of the estate of Jean M. O'Connell.

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

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(314) 776-4828

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*  
Anthony O'Connell

PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this 24<sup>th</sup> 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

"Seller", one single legal entity

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

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.

This letter of April 16, 1988, which does not even tell me of the time and place of settlement, but instructs me to sign a deed containing the clause...*whereas Anthony M. O'Connell, Trustee, could not qualify.....*, attempts to knock me out of my own sale and put Edward White in control. This letter and the enclosed letter of March 15, 1991, is the only known documentation of Edward White's advice to the Seller.

This deed shows some of the sabotage.

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APR 22 9 32

DEED OF BARGAIN AND SALE

Splitting the "Seller" is contrary to the Purchase Agreement

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:

88/005 0634

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:

Special Warranty is contrary to the Purchase Agreement

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.

During my April 20, 1988, visit to the lawyer's office, the lawyer gave me copies of the documents he had drafted, including this deed, and said that he was not representing me anymore. All this was a surprise. I asked if the settlement planned for the next day could be postponed until I could try to figure out what to do. The lawyer said that he would force me to go to settlement the next day. This put me in the position of having to sign this deed as written, or be made to appear as if I were obstructing the settlement. I signed the deed as written.

Stating that I could not qualify as trustee and that my co-trustee was appointed to act in my place and stead is contrary to the Purchase Agreement and the two Certificates of Qualification in the court records dated 6/20/86 and 5/16/88 (p 344).

7C Box 607 Springfield, VA 22150  
COLUMBIA BANKER SETTLEMENT & TITLE SERVICES, INC.  
2017 W. WILSON AVE. #111, 2207-37  
FALLS CHURCH, VA 22046  
1-800-828-2212



# CERTIFICATE OF QUALIFICATION

State of Virginia  
County of Fairfax, to-wit: \_\_\_\_\_  
Fiduciary No. 21840

I, WARREN E. BARRY, Clerk of the Circuit Court of the County of Fairfax, Virginia, the same being a Court of Probate and of Record and having a seal, do hereby certify that it appears of record in my office pursuant to law that ANTHONY M. O'CONNELL & HERBERT ANDERSON HIGH

have been duly appointed TRUSTEES under the Last Will and Testament of:  
HAROLD A. O'CONNELL

and that they have duly qualified as such by taking the oath prescribed by law and by entering into and acknowledging a bond in the penalty of EIGHT HUNDRED FORTY TWO THOUSAND Dollars, with surety/without surety.

I further certify that the said appointment and qualification is still in full force and effect and has not been revoked.

Both trustees  
qualified on 6/20/86.

IN TESTIMONY WHEREOF I have hereunto set my hand, and affixed the seal of said Court hereto, at Fairfax, Virginia this 20th day of June 19 86

WARREN E. BARRY, CLERK  
By [Signature]  
Deputy Clerk

I CERTIFY THIS TO BE A TRUE AND CORRECT COPY.

[Signature]  
NOTARY  
MY COMM. EXPIRES 10/31/98

Yet, deed dated 4/21/88 states I could not qualify.

# CERTIFICATE OF QUALIFICATION

State of Virginia  
County of Fairfax, to-wit: \_\_\_\_\_  
Fiduciary No. 21840

I, WARREN E. BARRY, Clerk of the Circuit Court of the County of Fairfax, Virginia, the same being a Court of Probate and of Record and having a seal, do hereby certify that it appears of record in my office pursuant to law that ANTHONY M. O'CONNELL & HERBERT ANDERSON HIGH

have been duly appointed TRUSTEES of the Trust established under the will of:  
HAROLD A. O'CONNELL

and that they have duly qualified as such by taking the oath prescribed by law and by entering into and acknowledging a bond in the penalty of eight hundred forty two thousand Dollars, with surety/without surety.

I further certify that the said appointment and qualification is still in full force and effect and has not been revoked.

Both trustees still  
qualified on 5/16/88.

IN TESTIMONY WHEREOF I have hereunto set my hand, and affixed the seal of said Court hereto, at Fairfax, Virginia this 16th day of May 19 88

WARREN E. BARRY, CLERK  
By [Signature]  
Deputy Clerk

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

TELEPHONE 836-5444

April 16, 1988

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

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

*ADDED TO ME  
APRIL 20, 1988,  
BY MR WHITE, IN HIS  
OFFICE.*

*Arthur M. O'Connell*

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

1 (CONT)



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.

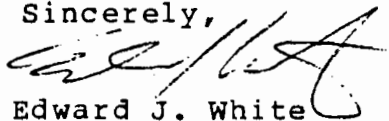
In regard to your inquiry as to why, in 1988, there came a time when I refused to deal with you on the sale, as I said, I recalled that a conceivably adverse relationship had developed between you and your mother concerning the sale. I call your attention to the sixth paragraph in your letter to her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

This is contrary to the Purchase Agreement and contrary to the story given to the Bar. There is nothing I can do to stop Edward White from sabotaging my sale and framing me.



