

No 69175 -9-1

COURT OF APPEALS DIVISION ONE
OF THE STATE OF WASHINGTON

IN RE: THE PROBATE ESTATE OF
ERNEST HOWISEY, DECEASED

COURT OF APPEALS DIVISION ONE
STATE OF WASHINGTON
2013 JUN 26 PM 1:20

AMENDED

REPLY BRIEF OF APPELLANT

Original

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Introduction

I have done my best to Reply to two 25 page briefs in one 25 page brief. One thing that made it easier is that my opponents tended to throw case law at the issues without worrying about relevance. With luck I covered all the major aspects. My apologies for any I've overlooked.

New (or newly discovered) Misrepresentations

1. Where are my old opponents- Sister Jensen and Niece Sinnett? The Response Title Page leads me to believe that Helsell Fetterman is my new opponent. J/S are not mentioned.
2. Mr. Olver and his colleagues list themselves as cross appellants. As I explained in my Response to their Motion to Dismiss Appeal, which was denied, they must file within a month of the Notice of Appeal. RAP 5.1(d) They didn't. They weren't even cross appellants in their Motion to Dismiss Appeal in February 2013
3. J/S claim on page 17 of their Response that this Appeal was filed on Sept. 17, 2012 and is untimely. All they have to do is look at the date stamp on their copy of Notice of Appeal to find it was timely filed on July 29, 2012.
4. Mr. Coombs lists himself as Successor Administrator on the title page. He is Second Successor PR with Letters.

5. Mr.Coombs claims on page 6 that RCW 11.56.090, which requires an appraisal for a court-ordered private sale, was not waived. However Mr. Coombs himself asked that it be waived and the court complied. CP 1065.9:13-14

The June 30, 2005 will mentioned in J/S Introduction does not actually exist. See Appellant's Brief- top of page 29.

I am characterized as double-dealing and irregular- (Irregular?)- in J/s brief. These words do not occur in the Findings of Fact and Conclusions of Law.

J/S stated in Finding of Fact 31 that the decedent's property was "valued by Partners in Care in their final accounting as approved by this court at \$142,500." However the Order which installed Carnahan as 'Successor PR included the phrase "Nothing in this order or the Settlement Agreement mandates that William Jaback must complete a final accounting or report, and thus any duty to do so is hereby waived". CP 133.7:11-12 No final accounting was completed There is no substantiation for the value of \$142,500 given and the court was misled as to the property's value.

Aspects of the case not argued by Opponents

(1). That 8 out of 10 findings of fact about the Beaver Lake property are erroneous. (2) that the minimum bid for the Howisey property was based on Estate debt, not property value,. (3). That RCW 11.59.090, which requires an appraisal for a court- ordered private sale, was waived, extending the probate for another two years until the Howiseys ordered

and paid for appraisals. (4) that the rulings at the end of the probate on March 9 2012 superceded the original trial rulings on March 12, 2010 and only a greatly enlarged judgment against Carnahan remains of the earlier ruling. (5) That the court fully intended the sale to pay the estate debt but there were no net proceeds. (6) that the Estate could not contribute to the judgment as a result, leaving Carnahan with the entire Estate debt. (7) That the judgment could be vacated for some or all of the reasons in Appellant's brief. (8) That the sale price, based on appraisals and an emergency clause in the buy-sell agreement for the insolvent estate, was appropriate despite the fact that no net proceeds were obtained.

My opponents do present arguments about whether the case is appropriately before the Court of Appeals, removal of the PR.

whether the court 's actions are an abuse of discretion, whether bias intruded on Judicial decision making and whether Carnahan's motion to restore her good name was appropriately denied

Tedra Trial or Civil Trial?

J/S use the authority and great latitude the court has under TEDRA. to argue some of these matters, especially Removal and Judgment .But the court stated that although the trial was initiated under TEDRA, It was a civil trial in all respects. RP (3/3/.2010) 67:20-23. So the TEDRA arguments are inappropriate.

The Appeal is properly before the Court of Appeals

1. The appeal is timely as the record and the date stamp proves.

2. My opponents both argue that because I didn't appeal the rulings from the final hearing of June 29, 2012, the appeal is not properly before the Court of Appeals. The Court specifically stated that the hearing of March 9, 2012 was effectively the final hearing. (PR(3/9/2012)40:1-5. All the major decisions were made then. The June hearing was only to approve the actions of the PR and allocate fees. I did have a motion in the hearing on June 29, 2012 which was denied.

3. RAP 7.3 tells us that the Appellate Court has the authority to determine whether a matter is properly before it. Since my opponents both lost their Motions to Dismiss the Appeal, on March 22, 2013, this appeal is clearly before the appellate court.

4. Furthermore, this appeal is in the exact same position relative to the final order as was the first appeal, establishing precedent.

Assignments of Error in the First Appeal

J/S states that some of the assignments of error in the second appeal were already heard in the first appeal. That's easy to determine. Let's have a look at the first appeal.

No. 1 is about the terms of the Tedra agreement- the release clause. No. 2 deals with whether the respondents are creditors or beneficiaries. No. 3 asks whether the respondents have priority over residual beneficiaries for payment. No. 4 involves Carnahan's personal liability. No. 5 has to do with TEDRA language. No. 6 is about whether or not an order was an agreed order. No. 7 is about whether yearly notice was required of the PR. No. 8 is about whether a beneficiary is a creditor under TEDRA if the

period for creditor claims has lapsed. No. 9 is about the PR's right to transfer property

Assignments of Error in Second Appeal

No. 1 involves the implementation and management of the court's plan to sell the decedent's cabin to pay debt.

No. 2 is about the removal of Carnahan as successor PR and the enlargement of the judgment against her from about \$zero to about \$100,000 after the sale of the property brought no net proceeds.

No. 3 is about violations of Judicial Ethics and the admission of findings of fact without substantial evidence;

No. 4 is about inequitable treatment of parties and unfair assessment of fault-

No. 5 is about my denied petition to clear my name.

The Sale of the (nonexistent) Cabin

J/S and Coombs both state that I cannot complain of rulings where I did not object. But I most certainly did object to the **plan** to sell the cabin both in testimony and in a brief where I tried to educate the court about the constraints and the certainty that there would be no net proceeds. CP. 1162-1169.

But the actual **sale** on March 9, 2012 is an entirely different matter. I was called to the bench On March 9, 2012 to answer the court's question about whether the proposed price of \$20,040 should be

accepted. I agreed, given the appraisals and the legal and binding buy-sell agreement I'd known about since childhood. By that time there was no other obvious option. The is the extent of the negotiating I'm accused of.

As an aside, when I asked to make my presentation about judgment and other matters, the Court said no. She said I had already lost a trial and an appeal and to get an attorney if wanted to discuss anything. RP(3/9/2012).20:13-25, 21:1-25. 22:1-4 My reimbursement award of \$25,000 was then awarded instead to J/S at their request, though as it turned out there was no money to fund it. The court apologized to J/S for being unwilling to allow listing on the open market. RP.(3/9/2012)36:25, 37:1-9, 38:5-12. She didn't apologize to me for my drastically enlarged judgment. Bias and inequity?.

My opponents also believe that the Settlement Agreement and its valuation provision is somehow part of my case. and accuse me of not ascertaining value under the Settlement Agreement. Mr. Coombs defeats this argument and J/S's in his footnote on P. 25 that notes that I spoke before mediation with an appraiser who gave me an informal figure of \$41,000 for Ernie's ¼ of the lot, That appraiser had appraised the undivided lot in 2007. His appraisal was pinned to the wall in the boathouse. All the Howiseys knew about value! RP(3/9/2012: 25, footnote. J/S got this information at mediation.

With proper diligence the Court had exhibits and testimony to perceive that the Beaver Lake Findings of Fact written by J/S were erroneous. See Appellant's brief p.10 to 12 for testimony and discussion about Beaver lake Findings of Fact

. The cabin the family used was on Howisey family community property. The only way Mr. Coombs could have sold the deeded Ernest Howisey ¼ lot for \$105,000 was if elderly, affluent Howiseys had panicked about the loss to outsiders and coughed up the money for J/S. This, I believe, was the plan of J/S but the Howiseys are made of sterner stuff.

Abuse of Discretion

J/S ask me to provide some authority for my statements. Abuse of discretion occurs when the court bases its decision on untenable grounds or untenable reasons or that the discretionary act was manifestly unreasonable.

Lindgren v Lindgen 58 Wash App 588 (1990)

Marriage of Parker 70 Wash.App 116, 858 P2d, 462 (2012)

Blackwell, 120 Wn2d, 822, 830, 845 P.2d 1017 (1993)

In Marriage of Parker, Division One reversed a judgment and an award because they were based upon the trial court's incorrect finding.

Marriage of Parker was not published but it is noteworthy because it occurred recently in July 2012.

In our case the court based a minimum bid for a sale of an Estate property on Estate debt. RCW 11.56.090 requires an appraisal for a court-ordered private sale. The abuse of discretion was increased when RCW 11.56.090 was waived, despite numerous briefs from the Howiseys and

myself detailing constraints that would make a sale at any benefit to the estate impossible.. Carnahan CP 1162-1169; Howisey Respondents CP 321 1286-1295 and 271 1122-1133,;James Howisey CP 272 1134-1160

Mr. Olver's argument is solely that the court had the right under TEDRA, RCW 11.96A.06. Since the trial was a civil trial Mr. Olver's argument is defeated. Even if it were TEDRA, ,the court's authority under TEDRA does not allow it to ignore established and relevant Washington law when ruling on issues brought before the court under TEDRA . RCW 11.56.090 is established and relevant Washington law. Henley v Henley, 95. App.91, 974 P 2.d 362 (1999) Two appraisals ordered and paid for by the Howisey family in 2012 determined the minimum bid to be more than three times the appraised value. RP(3/9/2012)26:.12-15, 27:1-8

I have no doubt the Court intended the sale to pay estate debt to J/S and even to reimburse me for funds of my own I used to keep the estate solvent until certification for a trial. RP (3/3/2010).16:17-25,17:1-6 When Mr. Coombs asked for a fee arrangement, J/S suggested adding another \$20,000 to the minimum bid to cover it. So the court's intent that the sale of the property pay all estate debt was universally understood.

Under State vs Thomas 150 Wash 2d 821 (2004))

The trial court's decision will be reversed only if no reasonable person would have decided the matter as the trial court did.

I'm not asking that the court's decision to sell the property be reversed. That would only plunge us into more years of this probate. I'm

asking only that the damage from this injudicious scheme, which has its origin in false findings of fact, not fall on my head.

Removal of PR

J/S cite TEDRA inappropriately devote three pages of inapplicable case law to this issue; I wasn't removed for any of the reasons presented there. I was removed for being unable and unwilling to sell the Beaver Lake property to get money for J/S.

J/S don't realize that Removal of the PR was not dealt with in the first appeal as they claim. I have dealt sufficiently with the lack of due rprocess in Appellant's brief p. 42, 43, I believe.

A New Judgment

J/s don't present arguments about my five reasons for asking that the judgment be vacated In Appellant's brief; p. 40-41; That is the proper content for a Response brief. Instead they "hide the ball" again in irrelevant case law and cite TEDRA inappropriately.

The greatly enlarged judgment for Carnahan that pertains now since the sale of the property had no net proceeds to contribute, is not the same judgment as in the original ruling and therefore isn't res judicata. I compare the trial ruling of March 12, 2010 with the "wrap up" ruling of March 9, 2012 in Appellant's Brief on page 6-8.

The court didn't make an explicit order that all estate debt now fell to Carnahan, but it was implicit. The new evidence of the failed sale

and consequent enlargement of the judgment justifies its reopening under CR60.

CR60(c) tells us that CR60 does not limit the power of a court to entertain an independent action to relieve a party from a judgment order or proceeding.

J/S and Coombs "Response" to Appellant's Brief was to file a motion to dismiss the appeal on the day their Responses were due. Both were denied and wasted four months of appeal time.

On the day after Jensen/Sinnett's motion was denied, they "responded" by serving me and my long-term partner with a summons for a lawsuit to attach his house, which he built himself out of timber from the land. This certainly felt familiar. As with the Howiseys, an attempt is made to scare someone about the loss of a beloved property in hopes they will come up with the money for J/S rather than risk a loss.

Despite all the caselaw J/S indiscriminately listed in their Response, they would only need to go to the appendix of their own brief to find the reason for the judgment against me. It resides right there in the opinion of the Court of Appeals. The Court of Appeals reports that the Estate and Carnahan personally were liable for the unpaid portion of the promissory note and for an amount due for the Thunderbird. And the "creditors" J/S were to be paid before any distribution of any property. No loss was found.

This was res judicata but I believe the drastic enlargement of the judgment qualifies the matter for review under CR60.

The distribution I made was to my father's live-in caregivers at his specific directive. He wrote in the body of the will "Because of my great appreciation for Frey, Sita, Gudrun and Marianne being there for me after Margaret died I make the following cash bequest"

Exhibit 17, p.5 His estate attorney attempted to support him in this bequest. CP40-42

I paid the caregivers a total of \$25,000 in September 2008, a year after Ernest's death, but because of the impoverished state of the estate I did not take any fees for myself at all- ever- even though I was certainly entitled to. I was already supporting the probate out of pocket by then, since the estate ran out of money in August 2008 due to legal costs for J/S losing litigation. I put \$25,000 of my teacher retirement fund into the probate to keep it solvent from the end of August 2008 until the trial was certified in December. In a way, I paid the bequests myself.

Violations of Judicial 'Ethics

J/S claim I failed to file a motion of prejudice. Let's get real- this is a device undertaken before a trial to discharge a judge in hopes of getting one considered more favorable.

Violation of Judicial Ethics can involve biased thoughts or actions. The Court's mindset is revealed in her oral rulings which I document on p. 17 to 27 in Appellant's brief. I'll give some further examples of biased or inequitable acts since J/S make that request.

A comparison of the court's dealings with me compared to its dealings with Mr. Coombs is the most telling instance of bias and inequity because it's a direct comparison. Mr. Coombs had a shortfall of \$85,000 on the minimum bid as opposed to my shortfall of \$25,000 on the note. He" wasted "time in the estate for two years, selling a parcel of land in about the same amount of time I "wasted". preparing and selling a house and the whole realm or PR duties including writing 14 briefs for J/S's interminable losing litigation.

Coombs was paid fees, albeit not the entire amount, for his sole job of selling a parcel of land. I received no fees for selling a residence, or anything else, and had to pay attorney fees out of my own pocket. Like me he was "unwilling or unable" to sell the property at any benefit to the estate, but unlike me, he was not removed as PR. Upon becoming Second Successor PR, Mr. Coombs asked me if I would "temporarily" pay the expenses for the property since the estate had no funds. As the probate wrapped up, I submitted an invoice and receipt to him for about \$2000, mostly for taxes. This should have been paid to me in priority as costs but Mr. Coombs ignored it. Like I did, he paid out funds -in this case to himself- when "creditor" Carnahan had not been paid. He did not receive a judgment like I did.

Bias and Inequity in administration of the Settlement Agreement

Ex hibit 8

1. The Settlement Agreement under TEDRA specified that the latest will of August 12, 2005 was to be installed with Carol Carnahan as Successor PR. J/S tried to remove me three times: Two commissioners and a Superior Court Judge turned them down' Judge Prochnau, however, removed me improperly.

2. The agreement specifies that J/S will receive \$200,000 and "shall have no further interest and involvement in the administration of the estate." The litigation they initiated- and lost -in every case (November 2009 to December 2009) drained the estate funds for legal costs. CP937-954 See a list on page 37 in Appellant's brief.

3. "Marilyn Jensen and Anne Sinnett specifically waive any ownership interest in any asset of the estate. (This provision was to provide me with an inheritance.)The court adopted Jensen's plan to buy the cabin and allowed J/S to bid in the auction.

4 "Personal property of the estate shall be distributed to Carnol Carnahan except for those items listed." The Court added a phrase that "*possessions shall be sold with the cabin*" to her ruling in handwriting at J/S request. Jensen had testified she would buy the cabin. When Jensen reneged, she got a sheriff's praecipe But Mr. Coombs' attorney, who had a copy of the Tedra Agreement, wouldn't allow them access .as far as I understand.

Assignment of Fault

Hestagen v Harby, 79 Wn 2d at 942 discusses fault as both causal relation and damage. Let's compare damage to the Estate caused by the actions of the parties.

Carnahan: Paid the caregiver bequests instead of waiting for the shortfall on sale of house and then giving the entire estate (other than attorney payments) to J/S. Superior Court Judge Barbara Mack confirmed my priority of payments (CP 709-100) but trial judge and Court of Appeals disagreed.

Carnahan "commingled" though every penny was accounted for with receipts. The accounting she wasn't yet required to do. CP 709-10 was inadequate, hard to understand and non-CPA.

Carnahan brought in \$75,000 to the estate on the sale of the house, all of which went to J/S.

J/S initiated a will contest against the latest will with an invalid will. The delay for trial and J/S's attorney's maternity leave caused an eight month delay in probate during which (a) the first PR spent \$77,000 at no value to the probate and (b) the house got enmeshed in the historic housing market crash as well as burglarized.

J/S refused to sign a subordination clause so the refinance loan Carnahan obtained with help of mediator Terrence Carroll was cancelled. This caused a delay in the close of probate from Spring 2008 to Summer 2013.

RP(3/2/2010) 50:5-25, 51: 1-13

J/S refused to negotiate some kind of arrangement to allow Carnahan to reduce the price of the house to accommodate the housing crash. See comment by Court of Appeals in Appellant brief p.20,21

J/S cost the estate over \$23,000 in legal fees for litigation they initiated and lost in every instance . CP937-954

J/S “convinced “ the trial court to undertake an untenable plan that has elements of fraud against the court - with the exception that the damage fell upon Carnahan and the Howiseys, not the Court.

The /Court undertook judicial notice of the court orders in the probate case file and there was testimony as well.

The Court nevertheless allowed J/S t keep the 88% of their inheritance they’d acquired (\$175,). It sold Carnahan’s inheritance and awarded her none of the \$32,6,607 of her earned fees RP(3/3/2010) 4l:3-4 .After awarding her reimbursement of \$25,000. spent out of pocket (3/3/2010)40.11-18 in first priority in the trial ruling, the court reduced it in priority and finally switched it to J/S.

In Estate of Jones, (152 Wash.2d 1,93 P3d 147) PR Russell Jones was removed and had to pay attorney fees personally to two people. Nevertheless, the court stated that the amount Jones owed the estate could be offset by Russell’s ¼ distributive share and the repairs, property taxes and utilities Russell Personally paid.

Similarly, my attorney suggested offsetting the shortfall on the note with the fees I’d earned but hadn’t taken out of the impoverished

estate. The Court didn't consider it as far as we know. And Mr. Jones got an inheritance even though he was removed and had to pay attorney fees. .

Jensen and Sinnett got to keep their \$175,000. I ended up with two years of unpaid work and no reimbursement for \$25,000 of out of pocket funds used in the estate and with my inheritance sold out from under me. If the court wanted to sell my inheritance, she should have found me another one.

Response of Mr. Coombs

Attempting to reply to two 25 page briefs with one 25 page brief, I've tried to deal with the issues in common and make appropriately general arguments but Mr. Coomb's situation is a little different. He was Second Successor PR whose only job was to "specifically sell the cabin" only the cabin was not on the decedent's property. Mr. Coombs doesn't have a dog in this fight so I don't know why he would write this brief and the earlier Motion to Dismiss Appeal other than for fees. He shouldn't get fees in any case because he hasn't made a proper response to issues of the appeal.

The problem comes when he steps out of his domain into the larger probate where, quite frankly, he's an innocent. On page 11-16 he attempts to argue findings of fact he knows nothing about, using his opinion instead of substantiated evidence. He doesn't realize that he needs to cite to the record. He makes the astounding statement (p. 31)

that “There were not unusual numbers of Findings of Facts which were entered without substantial evidence”. (!)

_____ On p. 32 Mr. Coombs mentions as an example of my failure to settle the estate as quickly as possible that the Seattle residence was sold under foreclosure. He isn’t aware that Mr. Howisey died at the peak of the real estate market but J/S contested the latest will – and caused a delay of ten months in getting the house on the market, which enmeshed it in the housing crash of 2008.

For all that, Mr. Coombs’ descriptions of the property, the constraints to the sale and the necessity to stand up to Mr. Olver to avoid placing the property on the open market without further court intervention are all helpful to a reader unfamiliar with the case.

(Motion to Modify a Finding of Fact and a Conclusion of Law

I asked the court to strike Conclusion of Law no. 15 which states I was “unwilling or unable” to sell the Beaver Lake property because of new evidence. Mr Coombs proved this wasn’t possible at any benefit to the estate.

The second part of my motion, Finding of Fact 27- accuses me of causing harm to the Estate by not wrapping up the probate in a timely and efficient manner. My motion for fees, which begins only after I’ve restored and marketed the house, shows that I wasn’t just lying around the house. During the year from 10/30/2008 to 10/23/2009, I wrote 14 briefs under my attorney Mr. Bartlett’s supervision to defend the Estate

from J/S attacks.. During that time Mr. Bartlett wrote the briefs for a successful Revision. I never got any fees though. CP 918-922.

An analysis of how my time compared to the other two PR's is in appellant brief p. -25.

My motion was denied. So let's go through J/S allegations as he discusses why this Petition was denied. These are selected Findings of Fact - the fact that the Court entered them is a strong indication of her bias and lack of diligence

As an aside, I consulted a forensic accountant to deal with the financial findings of facts which I see as libel. We decided it couldn't be done in a 25 page brief and will have to be reported in a different venue.

The first item in J/S's Response to my motion: reads:

1. "Appellant prepared unclear and deficient accountings ".Here , again JS are responding with material irrelevant to my motion.

Revision Judge Barbara Mack ordered the commissioner to set a new date for a full accounting. CP709-910 The pro tem commissioner to whom it was remanded didn't know what to do and a full accounting was never ordered. I did, however, provide a 166 page document with a receipt or invoice for every penny. RCW 11.44.04015 tells us what a report shall include. My financial document CP 713-879 meets that requirement, I believe.

The trial court is supposed to substantiate fiduciary breaches with appropriate findings and conclusions. Mahler v Szucs Wash 398 434-

35957 p 3d 632966 2d 305 (1998) No factual finding of loss was entered [findings of facts generally CP1023-1035) and no damage to beneficiaries was found. The only misdeed was my purchase of a granola bar.
RP(3/2/2010.21:11-23

2. "Carnahan .commingled' : The record will show that I spent my own funds exclusively in the poverty- stricken probate for the first seven months. They came, of course, from my account and were reimbursed there as the Will allowed. The court called it commingling, though it wasn't. The /Washington Supreme Court held that when a personal Representative commingles funds, "ultimately if all funds are accounted for the executor is not guilty of misconduct and the beneficiaries are not injured." In re Estate of Jones, 152, Wn 2d 1, 16-17, 93 P 3rd.

3. "Carnahan transferred assets into her own name instead of the estate." The only asset he could possible mean is the affidavit of heirship shared with 11 others for a homestead in Wyoming. I was authorized by the order of March 21, 2008 which gave me authority to transfer property without further court intervention. (CP.132) Also by the Settlement Agreement.

4. Did not wrap up the estate in a timely manner. See page 21 above, top half.

.In re Snyder's estate, Shockey et al v Manring No 16750or Westlaw 122 Wash 65, 209 p. 1074 /An executor will not be penalized for delay in closing an estate, where the delay was not willful and where the

circumstances showed that the delay was not unreasonable. (How about a global economic collapse as a reason.)

Conclusion

Since I may have left something out, a recent unpublished decision states that “Failure to assign error to a Finding in fact does not bar appellate review if the appellant’s briefing articulates his challenge for the court’s decision.” In re Marriage of Parker Wash.App 116, 858 P2d, 462 (2012)

The court was never willing to recognize that the historic housing market collapse while I was selling the house had any significance. It was the problem in the probate that brought it down. I could have worked around everything else.

This probate was a tragedy and a travesty for my dad, who worked with his hands until age 82 to provide his estate. He carefully updated his will after the death of his wife, changing it only by adding bequests to his beloved caregivers and his niece. Dad chose me as PR because he trusted me to make sure his immigrant caregivers of four years got their bequests. I did, and I’m glad, no matter how many courts tell me it was wrong. I’m paying quite a price, though. No more teacher retirement nest egg, home mortgaged to the hilt, \$100,000 of attorney bills finally paid off, 100,000 judgment hanging over me, house under threat.

I believe I have documented manifest injustice here – not only to me but to the Howiseys. I think this is a constitutional issue. Not only did I

not get a fair trial, but because of bias, the court didn't see, or assign, the fault in these matters.

There is dissonance here. A will is no longer effective. Probate law got overruled in this probate. The Settlement Agreement under Tedra proved to be worthless—what body of law is a PR to follow? This probate is the perfect TEDRA- reform poster child – and I will be his pushy mother.

My father would cry salty tears if he knew what he got me into.

Respectfully submitted,



Carol A. Carnahan

Amended Reply dated July 25, 2013

p.s. I realize now I forgot to include my Petition to Modify a Finding of Fact and A Conclusion of Law on my desired- outcomes list in the Appellant Brief.

DECLARATION OF SERVICE

I, Carol A. Carnahan, hereby declare and state as follows:

On July 25, 2013, I caused to be filed with the Court of Appeals, Division One by U.S. mail:

Appellant's Amended Reply

To:

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I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct to the best of my knowledge.



Carol A. Carnahan

Dated July 25 2013

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