

Even after her invoice, Bell sought advice from Mr. Friedman, not on her compensation or the dation but on whether she could still have Mr. Bell revoke the trust. (PE-69 pgs 40-41) This act proves three things. It proves she could have sought counsel from the trust attorney at the time of Mr. Marcantel's inquiry, on the reasonableness of the additional compensation and the dation. It also proves her bad faith in trying to actually revoke the trust to counter the beneficiaries' actions. Last, this act is in itself a breach of trust, as part of the duty to defend includes a duty to not attack the trust. See cases cited in FN 19 to Section 581, *Bogarts Trust and Estates* (2003)

g. The House and One Acre

Bell goes to lengths to justify the receipt by her of the house and one (1) acre. She contends that she paid \$40,000.00 to get the property back from the US Attorney. Yet it is clear Bell received in excess of \$150,000.00 from Wilfred and that Wilfred testified that he gave this money to Sue Bell in order to buy the house out of forfeiture. (Wilfred Bell PE-68 ppg 18,57). Thus it is very questionable that Bell put up any of her own money to buy this house back from forfeiture. Mr. Bell testified that he bought his house back out of cash that he gave Sue Bell. (PE-68 pg 18)

On October 8, 1996 Wilfred Bell donated the house and one (1) acre to the trust. (PE-1) This was done without Mr. Friedman's knowledge. (Friedman PE-69 pg. 7-8). It was never recorded however until April 10, 2000, four (4) years later. The Notary testified that the \$40,000.00 alleged value, now in the donation, was not in it when she notarized the document. (Lackey ppg 67-68, PACER 117) Even though not recorded, a document is effective between the parties thereto. In March 1997, Wilfred Bell then granted the mortgage to Sue Bell on this house and one (1) acre. Yet in March 1997, Wilfred Bell did not own the house and one (1) acre because it had been donated to the trust. Sue Bell knew this because she signed the donation.

