



Taxing Authority Consulting Services, P.C.  
Attorneys At Law

P.O. Box 1270 • Midlothian • Virginia • 23113-8270  
(804) 545-2500 • Fax (804) 440-1171 • [liens@taxva.com](mailto:liens@taxva.com)

This is against the law of contracts. The Trust Agreement [contract] says "Trustee Not Individually Liable" at bk8845p1453. Why is this not recognized? Do power and character assassinations trump the law in practice?

**NOTICE OF LIEN AND DEMAND FOR PAYMENT UNDER  
§ 58.1-3919 & § 58.1-3952 OF THE CODE OF VIRGINIA**

May 11, 2012

**TO: THE BLUE GRASS VALLEY BANK  
Attn: Lien Department  
LEGAL ORDER PROCESSING  
PO BOX 6  
BLUE GRASS, VA 24413**

This Blue Grass address is in Highland County, Virginia. There is no trust property in Highland County. Since the only thing I own in Highland County is my individual property (<http://www.farm139.com>) I have to assume, by deduction, that this lien was actually placed against my individual property. I have no assets in any bank in Highland County

**RE: ANTHONY M OCONNELL TR, 439 SOUTH VISTA DEL RIO GREEN VALLEY, AZ 85614**

**Fed ID: 225-52-7637      TACS #: 59140  
Balance Due: \$27,669.42**

Taxing Authority Consulting Services, P.C. has been retained by the Fairfax County DTA to collect delinquent taxes and other charges owed by the above referenced person/business.

It appears that you may have in your possession property of the Debtor, therefore pursuant to Code of Virginia §58.1-3952, this LIEN is being issued against so much of the property of the Debtor that may be in your hands or in any depository account. You are hereby directed to remit such amount to our office, up to the balance due stated above.

This Lien shall be returnable within 14 days and unless you timely make reply and/or make payment of this Lien, a Summons may be issued, commanding you to appear before the appropriate court for interrogation on oath and such further proceedings and judgment as may be proper, under the provisions of § 58.1-3919 and § 58.1-3952 of the Code of Virginia.

Please return this form with your response to the address listed above and make your check payable to Fairfax County DTA.

Please direct any questions about this lien to our office at (804) 545-2500.

\_\_\_\_\_  
/S/  
*Mark K. Ames, Esq.*  
*Pursuant to Code of Virginia §58.1-3934*

**RESPONSE:**

- Payment Enclosed       Full       Partial
- No Funds available
- No Account/Account Closed
- Other \_\_\_\_\_



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Attorneys At Law

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This is against the law of contracts. The Trust Agreement [contract] says "Trustee Not Individually Liable" at bk8845p1453. Why is this not recognized? Do power and character assassinations trump the law in practice?

**NOTICE OF LIEN AND DEMAND FOR PAYMENT UNDER  
§ 58.1-3919 & § 58.1-3952 OF THE CODE OF VIRGINIA**

July 26, 2012

**TO: FIRST AND CITIZENS BANK  
Attn: Lien Department  
LEGAL ORDER PROCESSING  
195 W MAIN ST  
MONTEREY, VA 24465**

This Monterey address is in Highland County, Virginia. There is no trust property in Highland County. Since the only thing I own in Highland County is my individual property (<http://www.farm139.com>) I have to assume, by deduction, that this lien was actually placed against my individual property. I have no assets in any bank in Highland County

**RE: ANTHONY M OCONNELL TR, 439 SOUTH VISTA DEL RIO GREEN VALLEY, AZ  
85614  
Fed ID: 225-52-7637      TACS #: 59140  
Balance Due: \$27,718.72**

Taxing Authority Consulting Services, P.C. has been retained by the Fairfax County DTA to collect delinquent taxes and other charges owed by the above referenced person/business.

It appears that you may have in your possession property of the Debtor, therefore pursuant to Code of Virginia §58.1-3952, this LIEN is being issued against so much of the property of the Debtor that may be in your hands or in any depository account. You are hereby directed to remit such amount to our office, up to the balance due stated above.

This Lien shall be returnable within 14 days and unless you timely make reply and/or make payment of this Lien, a Summons may be issued, commanding you to appear before the appropriate court for interrogation on oath and such further proceedings and judgment as may be proper, under the provisions of § 58.1-3919 and § 58.1-3952 of the Code of Virginia.

**Please return this form with your response.**

Please direct any questions about this lien to our office at (804) 545-2500.

/S/

*Mark K. Ames, Esq.  
Pursuant to Code of Virginia §58.1-3934*

**RESPONSE:**

- Payment Enclosed       Full       Partial
- No Funds available
- No Account/Account Closed
- Other \_\_\_\_\_

VIRGINIA:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY

JEAN MARY O'CONNELL NADER, )  
)  
Plaintiff, )

v. )

Case No. 2012 - 13064

ANTHONY MINER O'CONNELL, )  
Individually and in his capacity as )  
Trustee under a Land Trust Agreement )  
Dated October 16, 1992 and as )  
Trustee under the Last Will and )  
Testament of Harold A. O'Connell )  
439 S. Vista Del Rio )  
Green Valley, Arizona 85614 )

and )

SHEILA ANN O'CONNELL )  
663 Granite Street )  
Freeport, ME 04032 )

Defendants. )

FILED  
CIVIL INTAKE  
2012 AUG 30 PM 3:22  
JOHN T. FREY  
CLERK, CIRCUIT COURT  
FAIRFAX, VA

COMPLAINT

COMES NOW the Plaintiff, Jean Mary O'Connell Nader, by counsel, and brings this action pursuant to §§ 26-48 and 55-547.06 of the Code of Virginia (1950, as amended) for the removal and appointment of a trustee, and in support thereof states the following.

Parties and Jurisdiction

1. Plaintiff Jean Mary O'Connell Nader ("Jean") and Defendants Anthony Miner O'Connell ("Anthony") and Sheila Ann O'Connell ("Sheila") are the children of Harold A. O'Connell ("Mr. O'Connell"), who died in 1975, and Jean M. O'Connell ("Mrs. O'Connell"), who died on September 15, 1991.

This is against the law of contracts. The Trust Agreement [contract] says "Trustee Not Individually Liable" at bk8845p1453. Why is this not recognized? Do power and character assassinations trump the law in practice?

SPS

COMMONWEALTH OF VIRGINIA  
**CIRCUIT COURT OF FAIRFAX CO**  
4110 CHAIN BRIDGE ROAD  
FAIRFAX, VIRGINIA 22030  
703-691-7320  
(Press 3, Press 1)

This is against the law of contracts. The Trust Agreement [contract] says "Trustee Not Individually Liable" at bk8845p1453. Why is this not recognized? Do power and character assassinations trump the law in practice?

IN RE: Harold A OConnell

CL-2012-0013064

TO: Anthony Miner OConnell  
439 S Vista Del Rio  
Green Valley 85614  
Arizona

**SUMMONS – CIVIL ACTION**

The party, upon whom this summons and the attached complaint are served, is hereby notified that unless within 21 days after such service, response is made by filing in the Clerk's office of this Court a pleading in writing, in proper legal form, the allegations and charges may be taken as admitted and the court may enter an order, judgment or decree against such party either by default or after hearing evidence.

**APPEARANCE IN PERSON IS NOT REQUIRED BY THIS SUMMONS.**

Done in the name of the Commonwealth of Virginia, on Tuesday, September 04, 2012.

JOHN T. FREY, CLERK

By: Betty B Whieden  
Deputy Clerk

Plaintiff's Attorney Elizabeth Chichester Morrogh

SERVED: 9-8-12 3:00 PM.  
Paul Frye

VIRGINIA:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY

JEAN MARY O'CONNELL NADER, )  
 )  
 Plaintiff, )

v. )

Case No. 2012-13064

ANTHONY MINER O'CONNELL, )  
 Individually and in his capacity as )  
 Trustee under a Land Trust Agreement )  
 Dated October 16, 1992 and as )  
 Trustee under the Last Will and )  
 Testament of Harold A. O'Connell, et al. )  
 )  
 Defendants. )

This is against the law of contracts. The Trust Agreement [contract] says "Trustee Not Individually Liable" at bk8845p1453. Why is this not recognized? Do power and character assassinations trump the law in practice?

MOTION FOR TEMPORARY INJUNCTION

COMES NOW the Plaintiff, Jean Mary O'Connell Nader, by counsel, and moves this Court pursuant to Va. Code § 8.01-629 for a temporary injunction for the purpose of continuing the term of the Land Trust pending a Final Order in this action. In support of her motion, Plaintiff states the following.

1. This is an action by which Plaintiff seeks to, *inter alia*, remove Defendant Anthony M. O'Connell as trustee under a Land Trust Agreement dated October 16, 1992 (the "Land Trust"). The beneficiaries under the Land Trust are Plaintiff and her siblings, Defendants Sheila O'Connell and Anthony M. O'Connell, individually.

2. As alleged in the Complaint, the Land Trust holds title to certain real property (the "Property") consisting of approximately 15 acres located near the Franconia area of Fairfax County, Virginia.

3. The terms of the Land Trust Agreement provide for the termination of the trust on October 16, 2012 and, upon the termination date, the trustee is directed to convey record title of the Property to the beneficiaries or sell the Property at a public sale.

4. A conveyance of the Property to the beneficiaries or a public sale of the Property before a Final Order has been entered in this case would result in irreparable harm to the Plaintiff, as a beneficiary of the Land Trust.

5. As of the date of the filing of this Motion, Defendant Sheila O'Connell has been served with the Complaint and the time period for her to file an answer is pending. Upon information and belief, Defendant Anthony M. O'Connell has filed a response to the Complaint, which consisted of a one-page letter directed to the Clerk of Court, and the filing of numerous documents and records containing his annotations.

6. By his own admission, Defendant Anthony M. O'Connell, as trustee, has not paid the real estate taxes on the Property or sold the Property, contrary to the terms in the Land Trust agreement.

7. Under the circumstances, the likelihood of success on the merits and the balance of equities favor the Plaintiff.

8. It is in the public interest to allow the Trust to continue in order for Plaintiff to pursue a remedy that will allow for the orderly sale of the Property for the benefit of the beneficiaries of the Trust.

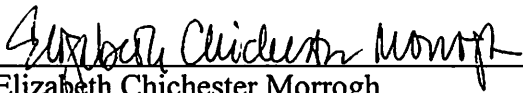
WHEREFORE, Plaintiff Jean O'Connell Nader, by counsel, respectfully requests the entry of an Order as follows:

- A. Providing injunctive relief in the form of continuing the term of the Land Trust until such time as a Final Order has been entered in this case;

- B. Enjoining Anthony M. O'Connell, as trustee under the Land Trust Agreement, from conveying record title of the Property to the beneficiaries or selling the Property at a public sale; and
- C. For all such further relief as this Court deems reasonable and appropriate.

JEAN MARY O'CONNELL NADER  
By Counsel

BLANKINGSHIP & KEITH, P. C.  
4020 University Drive  
Suite 300  
Fairfax, VA 22030  
(703) 691-1235  
FAX: (703) 691-3913

By:   
Elizabeth Chichester Morrogh  
VSB No. 25112  
Counsel for Plaintiff

**CERTIFICATE OF SERVICE**

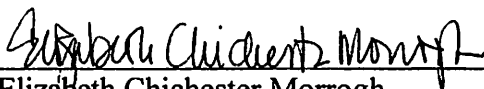
I hereby certify that on this 28<sup>th</sup> day of September, 2012, a true and correct copy of the foregoing Motion for Temporary Injunction was sent as follows:

By regular and electronic mail to:

Anthony Miner O'Connell  
439 S. Vista Del Rio  
Green Valley, AZ 85614

By regular mail to:

Sheila Ann O'Connell  
663 Granite Street  
Freeport, ME 04032

  
Elizabeth Chichester Morrogh

I had not hear of or seen this Order dated October 5, 2012, until it was attached to DTA's email of January 9, 2014.

copy to Land Records 10/11/12

VIRGINIA:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY

JEAN MARY O'CONNELL NADER,

Plaintiff,

v.

Case No. 2012-13064

ANTHONY MINER O'CONNELL,

Individually and in his capacity as Trustee under a Land Trust Agreement Dated October 16, 1992 and as Trustee under the Last Will and Testament of Harold A. O'Connell, et al.

Defendants.

This is against the law of contracts. The Trust Agreement [contract] says "Trustee Not Individually Liable" at bk8845p1453. Why is this not recognized? Do power and character assassinations trump the law in practice?

ORDER

THIS CAUSE came on to be heard upon the motion of Plaintiff Jean Mary O'Connell Nader, by counsel, for a temporary injunction pursuant to Va. Code § 8.01-620, et seq.; after notice to the parties; and upon the appearance and argument of counsel for the Plaintiff; and

IT APPEARING TO THE COURT that termination of the Land Trust created by the parties under an agreement dated October 16, 1992 (the "Land Trust") during the pendency of this action would cause irreparable harm to Plaintiff; that the likelihood of success by Plaintiff on the merits and the balance of equities favor of granting the injunction as requested; and, because the harm to the parties that may result from the granting of the injunction is minimal, the relief sought by Plaintiff in her motion is reasonable and appropriate; it is therefore

ORDERED that the term of the Land Trust shall not expire on October 16, 2012, but will continue until further Order of this Court; and it is further



ORDERED that Anthony M. O'Connell, as the current trustee under the Land Trust, is hereby enjoined from transferring or selling the real property held by the Land Trust until further Order of this Court; and it is further

ORDERED that, under the circumstances, it is unnecessary to require an injunction bond of the Plaintiff.

ENTERED this 5 day of October, 2012.



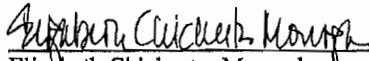
JUDGE

As a working hypothesis I'll assume this is the signature of Chief Judge Smith.

I ASK FOR THIS:

BLANKINSHIP & KEITH, P. C.  
4020 University Drive  
Suite 300  
Fairfax, VA 22030  
(703) 691-1235  
FAX: (703) 691-3913

By:

  
Elizabeth Chichester Morrogh  
VSB No. 25112  
Counsel for Plaintiff



COMMONWEALTH OF VIRGINIA

# Fairfax Circuit Court

4110 Chain Bridge Road  
Fairfax, Virginia 22030-4048

JOHN T. FREY  
Clerk Of Circuit Court

703-246-2770 TDD 703-352-4139



BARBARA A. KENNEY  
Chief Deputy

This page 1 of 2 is the cover letter for the Order on page 2. See the Order on page 2.

Wednesday, December 05, 2012

TO: ANTHONY MINER OCONNELL  
439 S VISTA DEL RIO  
GREEN VALLEY, AR 85614

This is against the law of contracts. The Trust Agreement [contract] says "Trustee Not Individually Liable" at bk8845p1453. Why is this not recognized? Do power and character assassinations trump the law in practice?

FROM: The Circuit Court Judges

RE: IN RE: Harold A OConnell  
At Law No. CL-2012-0013064

Please tell me what the issue is in "In re: Harold A OConnell"

A Scheduling Conference was held in the above-styled case on 12/04/2012. In your absence a trial date was set and a Scheduling Conference Order was entered.

Enclosed is your copy of that order along with a statement of the procedures for submitting trial exhibits and exhibit list form.

Any further questions regarding the Scheduling Order should be directed to the Differentiated Case Tracking Program Staff.

Ciania Botchway  
Enclosure

I don't understand why the accounting trails of the CPA Joanne Barnes and the Attorney Edward White at bk467p191 cannot be exposed., I tried for twenty years. After resorting to my web site <http://www.canweconnectthedots.com> on March 31, 2012, I received a summons, an injunction, a notice to appear in Court, and an Order to appear in Court, but the evidence needed before appearing in Court, the accounting trails at bk467p191, remain unavailable. The evidence is in exposing the accounting trails at bk467p191. Judgements made without looking at these accounting trails are judgements made without looking at the evidence. Would the Judges please use their power to expose bk467p191?

VIRGINIA:

Please tell me what the issue is in "In re: Harold A OConnell"

IN THE CIRCUIT COURT OF FAIRFAX COUNTY

In re: Harold A OConnell

Plaintiff(s)

Please tell me why there is no name in the Plaintiff(s) line.

This is the number on the summons and the injunction

2012 13064

versus

Case # CL-

Please tell me why the Defendant(s) line is blank.

Defendant(s)

This says "Motion for Default Judgement"

ORDER

A SCHEDULING CONFERENCE was held in this matter on Dec. 4, 2012 and it appearing to the court that a dispositive pre-trial motion is pending; it is

ORDERED that the be set for Friday Jan 25, 2013 without a judge / with a judge at 10 a.m. on the Motions Docket; and it is

ORDERED that counsel file any such related pleadings pursuant to Rule 4:15 of the Supreme Court of Virginia; and it is

Further ORDERED that the Scheduling Conference be continued to N/A at 8:30 a.m. unless a final order is entered prior to that date or in the event that a trial date has already been set.

Please tell me why the date line is blank.

ENTERED this day of , 20.

Circuit Court Judge

nyc

Please tell me which Judge signed this order.

SEEN:

Counsel for Plaintiff(s)

Counsel for Defendant(s)

**FAIRFAX CIRCUIT COURT  
NOTICE OF SCHEDULING CONFERENCE  
LAW TRACK**

IN RE: HAROLD A OCONNELL

Case No. CL-2012-0013064

To: ANTHONY MINER OCONNELL DEFENDANT  
439 S VISTA DEL RIO  
GREEN VALLEY AR 85614

This is against the law of contracts. The Trust Agreement [contract] says "Trustee Not Individually Liable" at bk8845p1453. Why is this not recognized? Do power and character assassinations trump the law in practice?

In an effort to resolve your case quickly and fairly, the court has placed a Scheduling Conference for this case on the docket. At the conference, we will establish a trial date and discovery schedule, and deal with other pre-trial matters. We will also discuss whether a settlement conference is appropriate. *DO NOT SET THIS CASE FOR TERM DAY.*

You are to appear for the Scheduling Conference at **08:30 AM on Tuesday, December 04, 2012**, at the Judicial Center, 4110 Chain Bridge Road in Fairfax. The docket with courtroom assignments will be posted electronically on the monitors located on the 4<sup>th</sup> and 5<sup>th</sup> floor of the Judicial Center the morning of the scheduling conference.

Please make **SURE** that all of the following things have been taken care of **BEFORE** the Scheduling Conference:

1. Resolve all demurrers, pleas in bars, motions to quash process and other special pleas. Set them down for argument on a Friday Motions Day.
2. Check service of process on each defendant. If a defendant has not been served, either obtain service or be prepared to explain why service has not been effected.
3. If any defendant is in default, obtain a default judgment against him, if possible, or at least a judicial declaration that he/she is in default.
4. Corporations must be represented by counsel.

**If there is a problem with the assigned date, please contact the Case Management staff at (703) 246-2880, AT LEAST TEN DAYS before the scheduled conference.**

*The Judges of the Fairfax Circuit Court*

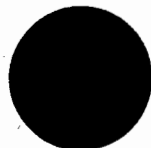
10/22/2012

① 4P

no env. 1/31/13

VIRGINIA:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY



JEAN MARY O'CONNELL NADER, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 ANTHONY MINER O'CONNELL, )  
 Individually and in his capacity as )  
 Trustee under a Land Trust Agreement )  
 Dated October 16, 1992 and as )  
 Trustee under the Last Will and )  
 Testament of Harold A. O'Connell, et al. )  
 )  
 Defendants. )

Case No. 2012-13064

This is against the law of contracts. The Trust Agreement [contract] says "Trustee Not Individually Liable" at bk8845p1453. Why is this not recognized? Do power and character assassinations trump the law in practice?

ORDER

THIS CAUSE came on to be heard upon the motion of the Plaintiff, Jean Mary O'Connell Nader, by counsel, for summary judgment pursuant to Va. Sup. Ct. Rule 3:20; upon the reply to the motion filed by Sheila Ann O'Connell, *pro se*; and upon the argument of counsel; and

IT APPEARING TO THE COURT as follows:

1. The material facts set forth in the Complaint filed by Plaintiff in this action are deemed to be admitted by Defendant Anthony M. O'Connell pursuant to Va. Sup. Ct. Rule 1:4(e), based on the failure of Defendant Anthony M. O'Connell to deny such facts in the responsive pleading filed by him, entitled "Response to Summons Served on September 8, 2012."

2. In her Answer to the Complaint and Reply to Motion for Summary Judgment, the remaining party-in-interest, Defendant Sheila Ann O'Connell, agrees with the facts set forth in the Complaint and the relief requested by Plaintiff.

3. Because there are no material facts in dispute in this action and the facts alleged in the Complaint support the relief requested therein, summary judgment pursuant to Va. Sup. Ct. Rule 3:20 on all counts alleged in Plaintiff's Complaint is appropriate.

IT IS THEREFORE ORDERED:

A. That judgment in favor of Plaintiff Jean Mary O'Connell Nader as to Count I of the Complaint be, and hereby is, granted; that Anthony Miner O'Connell is hereby removed as trustee under the Land Trust Agreement dated October 16, 1992, pursuant to Va. Code § 64.2-1405 (formerly Va. Code § 26-48), effective immediately; and that all fees payable to Anthony Minor O'Connell under the terms of the Land Trust Agreement, including but not limited to, the trustee's compensation under paragraph 9.01, and all interest on advancements by the trustee to the trust for payment of real estate taxes pursuant to paragraph 9.03, are hereby disallowed and deemed forfeited;

B. That judgment in favor of Plaintiff Jean Mary O'Connell Nader as to Count II of the Complaint be, and hereby is, granted; that Anthony Minor O'Connell is hereby removed as trustee of the trust created under the Last Will and Testament of Harold A. O'Connell, pursuant to Va. Code § 64.2-759 (formerly Va. Code § 55-547.06), effective immediately;

C. That judgment in favor of Plaintiff as to Count III of the Complaint be, and hereby is, granted; that Plaintiff Jean Mary O'Connell Nader is hereby appointed as successor trustee under the Land Trust Agreement and as trustee of the trust under the Last Will and Testament of Harold A. O'Connell; that the term of the Land Trust Agreement is hereby

continued until further Order of this Court or until the real property held under the Land Trust is sold and final distribution of the net proceeds is made to the trust's beneficiaries, whichever occurs first; and that Plaintiff, as successor trustee under the Land Trust Agreement, shall proceed forthwith to sell the real property held by such trust as soon as reasonably practicable upon such terms and conditions as she deems appropriate and consistent with her fiduciary duties; and

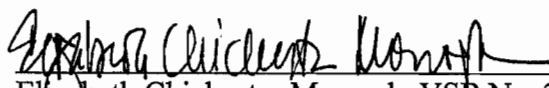
D. That Plaintiff is hereby awarded her reasonable attorney's fees and costs in this action in the amount of \$ 17,504.12<sup>DOB</sup>, to be paid from the Land Trust at such time as funds become available.

ENTERED this 25<sup>th</sup> day of January, 2013.

  
\_\_\_\_\_  
JUDGE

I ASK FOR THIS:

BLANKINGSHIP & KEITH, P. C.  
4020 University Drive  
Suite 300  
Fairfax, VA 22030  
703-691-1235  
FAX: 703-691-3913

By:   
Elizabeth Chichester Morrogh, VSB No. 25112  
[BVMorrogh@bklawva.com](mailto:BVMorrogh@bklawva.com)  
Jennifer L. McCammon, VSB No. 77034  
[JMcCammon@bklawva.com](mailto:JMcCammon@bklawva.com)  
*Counsel for Plaintiff*