

You're the Jury: The Case of the Steele Deal

Steve and Susan Shear





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YOU'RE THE JURY: THE CASE OF THE STEELE DEAL

by

Steve and Susan Shear

CAST

OFFICERS OF THE COURT

JUDGE P. J. DRAPER

BAILIFF

SANDY GREEN: Attorney for the plaintiff.

JEAN BLAKE: Attorney for the defense.

PLAINTIFF:

SALLY STEELE WELLINGTON: Realtor, self assured, cool, manipulative.

DEFENDANT:

FRANCIS PAGE: Lawyer for the estate of Clara Steele, formal, businesslike, stiff.

WITNESSES

DREW MASON: A wanna-be lawyer, straight-laced, no sense of humor, literal. TULIP

HEARSTENBERGER: Beautician, flamboyant, chatty.

ROOSEVELT WELLINGTON: Broker, loud, lowlife, boastful, flashy.

CONSTANCE CROWE: Retired, mealy-mouthed, loyal friend to Clara, naïve.

ROSALIND WELLINGTON: Unemployed, earthy, hippie-like.

VINNY SCARPATELLI: Bookie, small town hoodlum, slick, sense of humor.

FLEM RICHARDS: An avid dog lover, and the late Clara's outraged lover.

TWO POLICE OFFICERS: Non-speaking parts. Can be male or female.

PRODUCTION NOTES

This play allows for considerable flexibility in production. Many character names are generic, so actors can be either male or female. (With text pronouns adjusted accordingly) Additional lawyers can easily be added to reduce the amount of

memorizing. In addition, although the setting is the Superior Court of the State of Arizona in the city of Tucson, the locations easily can be changed to suit the performing company.

The Audience serves as the jury. A verdict for the Plaintiff (Sally Steele Wellington) or the Defendant (The Estate of Clara Steele) requires a majority vote from everyone in the audience. Without the majority votes, there is a Hung jury.

For proscenium or area presentation, this play needs only a simple set consisting of tables and chairs. The Judge's Bench, Prosecution and Defense tables, Bailiff Box, Exhibit Table and the Witness Stand face the audience. It is important that access from the audience to the stage is present or can be added. (For example, in the form of stairs.) The show also can be presented cabaret style with the audience seated at tables as in a dinner theater arrangement. Although it is most effective for interaction if the witnesses sit in the audience, if the actors do not have easy access to the stage, they can enter from the wings.

Finally, the production requires a recorded deposition which is played onstage. If the director wishes and the equipment is available, a video using actors to show the deposition certainly can be substituted.

ACT I

Setting: Up Center, tables with chairs represent the judge's bench, the bailiff box and the witness stand. Like the judge's bench, the BAILIFF's table has a gavel on it. Also, the bench table and the Bailiff's table have water glasses on them. The table for the plaintiff's attorney is at Left, facing the audience, but angled slightly Up Center toward the bench. At Right, the defense table faces the audience but is similarly angled Up Center.

At Rise: Lights come up. The Witnesses enter and take their seats. JEAN BLAKE, attorney for the defense enters, followed by SANDY GREEN, attorney for the plaintiff. They take their respective seats at their tables. The BAILIFF enters the wings Up Left, crosses to her table, and raps her gavel.

BAILIFF: All rise. (*ALL do so*) Hear ye, hear ye, the court is now in session. Superior Court Number Four of the State of Arizona. The Honorable Judge P.J. Draper presiding. (*JUDGE DRAPER enters Up Right and takes her place at the bench.*) You may be seated. (*ALL sit*)

JUDGE: The Plaintiff Sally Steele Wellington vs. The Estate of Clara Steele. Ms. Green, are you ready?

GREEN: Ready, Your Honor.

JUDGE: For the defense, Ms. Blake, are you ready?

BLAKE: Ready Your Honor.

JUDGE: The Bailiff will swear in the jury.

BAILIFF: *(comes down stage; addressing the audience)* Will the jury please stand and raise your right hand? *(Waits for the audience to do so)* Do you solemnly affirm that you will consider all the evidence in this case, follow the instructions given to you, deliberate fairly, and impartially and reach a fair verdict under the pains and penalties of perjury. If so, please respond by saying I do.

JURORS: I do.

BAILIFF: You may be seated.

(The audience sits)

JUDGE: Ladies and gentlemen of the jury, you will try this case. According to the facts not in dispute, Clara Steele, now deceased, purchased a winning lottery ticket valued at six million dollars on June 3, 2009. Sally Steele Wellington, her twin sister, claims they had an agreement requiring Clara Steele to share her winnings with her. When Sally made a demand for her share, Clara refused her on the grounds that she, Clara, had terminated their agreement before she ever purchased the winning lottery ticket.

On July 4, 2010, Clara was found dead at the bottom of the steps leading up to her bedroom. She died testate. Her most recent will was dated December 9, 2009. Clara Steele's Estate is the defendant in this court action, represented by its executor, Francis Page. Clara's twin sister, Sally, is the plaintiff. The complaint filed by plaintiff claims damages in the amount of three million dollars, precisely one-half the value of Clara Steele's winning lottery ticket. Ultimately, there is a single issue of fact which you must resolve. At the time Clara Steele purchased her winning lottery ticket, that is on June 3, 2009, was she under a contractual obligation to share with her sister her winnings from the six-million-dollar lottery ticket?

Counsel for the plaintiff, you may proceed with your opening Statement.

GREEN: *(rises; taking stage)* Your Honor, ladies and gentlemen of the jury, my name is Sandy Green. I represent Sally Steele Wellington, the Plaintiff in this action.

As Judge Draper just pointed out, you are the ones who must decide whether Clara Steele was under a contractual obligation to share her six-million-dollar lottery ticket with her sister, Sally Steele Wellington.

The evidence in this case will clearly establish that, yes, Clara Steele was under a contractual obligation to share her winnings. In order to reach that overall conclusion, however, there are two preliminary conclusions you must reach.

First, prior to Clara Steele's big win on June 3, 2009, Sally and Clara had a valid agreement, a contract to share their lottery winnings regardless of who purchased the winning tickets.

Second, you must conclude that neither Clara Steele, nor Sally Steele Wellington, terminated the agreement in accordance with the law. Again, ladies and gentlemen, the evidence will clearly support that conclusion.

With the Court's permission, I would like to show a simple timeline, Plaintiff Exhibit 1P. (She shows it to the JUDGE. The JUDGE nods. GREEN turns to the audience and comes down stage)

Ladies and gentlemen, there are only two dates to consider. On November 22, 2007 Clara and Sally made an agreement to share their winnings, and on June 3, 2009, Clara won six million dollars. We labeled the time between these two dates as the Critical Termination Period. That is the period...the *only* period...during which Clara Steele had the right to terminate her agreement with Sally.

Now, please listen carefully. The evidence will show that Clara did *not* properly terminate their agreement within the critical termination period by notifying Sally *directly* of her desire to do so. Hearsay from others does not constitute proper termination. As a result, Clara owes Sally her share. Nothing either of them says or does after the critical termination period will change that.

I also want you to listen carefully when the defense presents its case. You will hear nothing. Because the defendant has no case. Just a lot of hearsay to prejudice you against the Plaintiff. Thank you, ladies and gentlemen.

JUDGE: Ms. Blake, would you like to make an opening statement for the defense?

BLAKE: I will defer my opening statement until after plaintiff presents its case, Your Honor.

JUDGE: In that event, counsel for plaintiff may proceed.

GREEN: I would now like to call as our first witness, Drew Mason.

BAILIFF: Drew Mason.

(DREW enters and stands next to the witness chair)

BAILIFF: Please raise your right hand. Do you solemnly affirm to tell the truth, the whole truth, and nothing but the truth under the pains and penalties of perjury?

DREW: I do. *(He sits in the witness chair)*

GREEN: Please state your name and occupation.

DREW: Drew Mason. I am a paralegal for the law firm of Smathers, Jones, Racer, Johnson, Wright, Goodfellow & Goldworthy.

GREEN: Mr. Mason, what is your relationship to the parties in this case?

DREW: My wife, Pat...Pat Steele Mason...is first cousin to Sally Wellington, and was also first cousin to her sister, Clara Steele, before she died.

GREEN: *(She approaches the Exhibit Table and picks up Exhibit P2)* Now, Mr. Mason, I hand you this paper napkin, Plaintiff Exhibit P2, for purposes of identification. Do you recognize it?

DREW: Yes, I do.

GREEN: And the hand writing on the napkin, do you recognize whose it is?

DREW: Yes, that is my handwriting, and I remember the napkin and the writing as if it were yesterday.

GREEN: Excellent. For the ears of the Court, can you read aloud exactly what the writing on the napkin says?

DREW: *(searches for his reading glasses)* It says...We the undersigned, as of this date, November 22, 2007, and going forward, agree to share equally in all our lottery winnings regardless who purchases the winning lottery ticket. Either sister may

terminate this agreement at her convenience. It is signed by Sally Steele Wellington and Clara Steele.

GREEN: Thank you. (*GREEN takes the napkin from DREW and places it on the Exhibit Table*) Now, Mr. Mason, can you tell the Court how it was that the Steele twins made this agreement on the face of a paper napkin?

DREW: The family was having Thanksgiving dinner at Sally's house when either Clara or Sally, I don't recall which one, announced they should formalize their agreement to share lottery winnings. It was common knowledge that the Steele twins were constantly buying lottery tickets and had agreed to share their winnings forever.

BLAKE: (*rising*) Your Honor, I object to the witness's answer. It reeks of hearsay. There has been no evidence offered that anyone was sharing anything *forever*.

JUDGE: Objection sustained. The Witness's last answer will be stricken, and the jury will disregard it.

GREEN: (*returns to the Exhibit Table and briefly picks up the napkin again*) Mr. Mason, who prepared this written agreement between the sisters Steele?

DREW: I did.

GREEN: And why was that?

DREW: I attended law school for one year before I decided it wasn't for me and learned very quickly in my Contracts class how important a written contract could be. So, between the sweet yams and the turkey dressing, I quickly jotted down the words I read a few minutes ago.

GREEN: Thank you, Mr. Mason. I have no further questions. (*returns the napkin to the exhibit table and sits down*)

BLAKE: (*rising*) Now, Mr. Mason, referring to your napkin agreement, it states that either sister may terminate the agreement at her convenience, but does not say how the agreement is to be terminated. Is that correct?

DREW: Yes, that is correct. I'm afraid I didn't think about that at all.

BLAKE: I'm sure that's so. The family probably didn't give you enough time between the sweet yams and the turkey dressing.

GREEN: Your Honor, I object. Counsel is belittling the witness.

JUDGE: Ms. Blake—

BLAKE: I apologize, Your Honor. Mr. Mason, based on your knowledge of contract law, is it fair to say that either Sally or Clara had the right to terminate their agreement just by giving some type of notice, either written or non-written, had they no longer wished to share in future winnings? I repeat, written or non-written?

DREW: Yes, I believe that is fair to say.

BLAKE: So, would Clara have had to share her winnings with Sally if she, Clara, had given proper non-written notice to her sister within the Critical Termination Period that Ms. Green so eloquently defined, that is between the date of the napkin agreement, and the date Clara won six million dollars?

(DREW looks over toward GREEN as if to get the right answer)

BLAKE: Don't look to Ms. Green, Mr. Mason. You spent a year in law school. I am sure you can answer the question.

DREW: Well, no, Clara would not have had to share her winnings with Sally if Clara had given proper written or non-written notice to Sally within the Critical Termination Period.

BLAKE: One final question, Mr. Mason. As a general proposition of Contracts Law, is it permissible for a party to terminate his or her contract by actions and words other *than I hereby terminate or I hereby revoke this agreement?*

GREEN: Your Honor, I object. Mr. Mason is not an expert on contract law. He's not even a lawyer.

JUDGE: Objection overruled. The witness is yours and may answer the question.

DREW: Yes, as far as I know, as a general proposition of law, that is true.

BLAKE: So, Mr. Mason, the law and your napkin agreement permitted Clara to cancel that agreement by her actions and words other than *I hereby terminate or revoke the agreement*. Is that correct?

DREW: Yes, that is my understanding. Of course, it's been a long time since I took that contracts course.

BLAKE: Thank you, Mr. Mason. I have no further questions. (*BLAKE sits down*)

GREEN: Plaintiff calls Tulip Hearstenberger.

BAILIFF: Tulip Hearstenberger. (*TULIP comes forward and stands in front of BAILIFF*) Please raise your right hand. Do you swear to tell the truth and the whole truth under penalty of perjury?

TULIP: I do! I do! Why for heaven's sake wouldn't I? (*TULIP sits in witness seat*)

GREEN: Please state your name and occupation.

TULIP: My name is Tulip Hearstenberger. I am a hairdresser and owner of Tulip's Totally Upscale Salon in downtown Catalina.

GREEN: Ms. Hearstenberger —

TULIP: Please, Ms. Green, call me Tulip. No one uses my last name. Of course I could have taken back my maiden name when my husband passed away. May he rest in peace. But Clingenhouser isn't much better.

GREEN: All right. Tulip, then. Now, Tulip, I would like to first show you another timeline, Plaintiff Exhibit 3P for identification. (*GREEN picks up the exhibit and hands it to TULIP*) You will note first the date, November 22, 2007, the Thanksgiving dinner during which Sally and Clara executed their napkin agreement. June 3, 2010 is the day Clara won her big lottery ticket worth six million dollars.

The jury will remember from our earlier exhibit that the time between these to latter dates is the Critical Termination Period. The two other dates I want you to focus on are December 11, 2008 which I labeled *Big Fight* and April 1, 2009 which I labeled *Surprise Birthday Party*.

Now, before we consider this timeline, I have a few preliminary questions. First, how long have you known the Steele twins and under what circumstances?

TULIP: I have been doing their hair for the past twenty-five years, every other week. Sally on Wednesday. Clara on Thursday. Poor Clara's death. Dreadful, just dreadful. But Sally still comes every week.

GREEN: So, is it fair to say you know Sally well, and you knew Clara well. (*GREEN turns toward the jury when she asks this question*)

TULIP: I'm sorry, I didn't get the last part of the question (*She fiddles with her ear*)

GREEN: (*turns back to TULIP*) I said, is it fair to say you know Sally well, and you knew Clara well.

TULIP: Oh, yes. That's more than fair. You know what they say. There are no secrets...especially juicy ones...in a beauty parlor. Clara, more so than Sally, would go on and on, especially when she was a bit tipsy.

GREEN: Thank you, Tulip. I would now like you to look at the timeline and particularly December 11, 2008. That was the day that Clara Steele's dogs, Adam and Eve, died. Are you aware of that incident?

TULIP: I certainly am, although I can't swear to the date. I just remember, vividly, that shortly thereafter, Clara didn't show up for her scheduled appointment, and I had to fit her in several days later. She was highly inebriated, to say the least, and went on about the incident. How her sister ran over her darling dogs. She swore she was *never going to talk to SALLY again*.

GREEN: (*looking at the jury*) And what was your reaction to that? (*TULIP remains silent as if she hadn't heard the question.*) What was your reaction to that, Tulip?

TULIP: Oh! Well, I said hogwash. How many times had I heard that from both of them? They were always fighting and making up. Sure enough a week or two later they were speaking to each other. Or so I was told.

GREEN: So, when you said hogwash, what did Clara say to that?

TULIP: She said...This time, I'll let her sweat it out.

GREEN: This time, I'll let her sweat it out. So, during the trauma of losing her dear dogs, Clara was planning to let Sally sweat it out, intending all along to make up with her.

BLAKE: Your Honor, Counsel is putting words in the witness's mouth. Ms. Hearstenberger...uh...Tulip can't know what Clara Steele intended.

GREEN: I withdraw the question. Now, I direct your attention to April 1, 2009, the day of the birthday party, again within the Critical Termination Period and after Clara said she was going to let Sally *sweat it out*. Can you tell the court what happened just one day before that?

TULIP: It was a Tuesday, not Clara's regular day, and she called in a frenzy. We had to fit her in.

GREEN: During that appointment, did Clara say anything to you about how she was getting on with Sally?

TULIP: Yes. She told me once again that they hadn't been talking for over four months, since Adam and Eve died. I heard the same thing at each appointment.

GREEN: Thank you, Tulip. That will be all. (*GREEN takes the timeline from TULIP and sits down after placing it on the exhibit table*)

BLAKE: (*goes over to the exhibit table and picks up the timeline*) Ms. Hearstenberger...

TULIP: Tulip.

BLAKE: (*stands close to TULIP*) Tulip. You related a conversation you had with Clara shortly after her dogs died. Clara swore to you she would never speak to Sally again. (*walks away from TULIP and faces the jury*) Now, Tulip, do you specifically recall Clara saying she would let her sister sweat it out?

TULIP: I'm so sorry, Ms. Blake, could you please repeat the last part?

BLAKE: (*walks back to TULIP*) Do you specifically recall Clara saying she would let her sister sweat it out?

TULIP: Yes. Oh, dear, yes I do.

BLAKE: Now, Tulip, is it possible that Clara said...This time I'm set. She's out?

TULIP: That's what I said. Sweat it out.

BLAKE: Tulip, do you wear a hearing aide?

GREEN: (*jumps up*) Your Hon...

JUDGE: Sit down, Ms. Green. Answer the question, Tulip

TULIP: (*belligerently*) Well, yes, I do. I can hear perfectly fine with it. It happens to be the best one money can buy.

GREEN: All right then. During your conversations with Clara that you've been describing, were the blow dryers on in the salon, I mean the ones right next to you? Or even yours?

TULIP: Yes, I expect so.

GREEN: (*Picks up a blow dryer from the exhibit table, plugs it in and turns it on*) Your Honor, I...

GREEN: (*jumps up again*) Your Honor, I object to these antics!

JUDGE: All right, all right, Ms. Green. Ms. Blake, you made your point. Please turn that blasted thing off. There's enough hot air in this courtroom already.

BLAKE: In that case, Your Honor, I have no further questions of this witness.

JUDGE: You are excused, Ms. Hearstenberger. Ms. Green, please call your next witness.

GREEN: Plaintiff calls Francis Page.

BAILIFF: Francis Page. (*Page comes to stand in front of BAILIFF*) Please raise your right hand. Do you swear to tell the truth and the whole truth under penalty of perjury?

FRANCIS: Yes, I do.

GREEN: Please state your name for the record and your occupation.

FRANCIS: Francis Page. I am an attorney specializing in wills and Estate Planning and Executor of Clara Steele's Estate, the Defendant in this action.

GREEN: (*picks up Exhibit 4P from the exhibit table*) I hand you this envelope, Plaintiff Exhibit 4P. First please tell the court to whom it is addressed, whether there is a return address, and the date it was posted.

FRANCIS: It is addressed to Ms. Clara Steele, 27002 SaddleBag Court, SaddleBrooke, Arizona. The return address is Ms. Sally Steele Wellington, 8102 Kinghill, Oro Valley, Arizona. The envelope was posted on February 15, 2009. I came across the envelope and its contents after Clara died. It was part of her personal effects?

GREEN: When you found the envelope, had it already been opened?

FRANCIS: Yes, it had.

GREEN: What did you find in the envelope?

FRANCIS: A folded sheet of stationary with Sally Steele Wellington's name and address printed up at the top.

GREEN: Please show the Court the sheet and read what appears on it.

FRANCIS: It says...This is the seventy-five dollars I owe you.

GREEN: This is the seventy-five dollars I owe you! So, well before Clara bought her winning lottery ticket, the six-million-dollar ticket, and after Sally ran over Clara's dogs and they stopped speaking to one another...*supposedly*...Sally was still sharing her winnings with her sister *and* Clara was accepting her share. Isn't that right?

BLAKE: Your Honor, I *must* object. In the first place, there has been no evidence put forth even suggesting there was seventy-five dollars in with the sheet of stationary. If it was there, there is no evidence that the seventy-five dollars was, in fact, a result of anyone's winning lottery ticket. In the second place, there is no evidence that Clara Steele accepted the money if it was there.

JUDGE: I agree. Objection sustained. The jury will ignore Ms. Green's last comments and they will be stricken from the record.

GREEN: Just a few more questions. *(picks up Plaintiff Exhibit 5P from the exhibit table)* This Will that you prepared, **Plaintiff Exhibit 5P**, for purposes of identification, it was not Clara Steele's first will. Is that correct?

FRANCIS: That is correct. Clara's first will was quite simple. She left 50% of her estate to her sister, Sally, and the rest was shared equally between her nephew, Roosevelt, and her niece, Rosalind. The present will leaves sixty-five percent to Rosalind, 10% to Constance Crowe, and 10% to the SaddleBrooke Dog Park Association. Moreover, 15% is being left to an individual whose name I am not at liberty to reveal and \$300,000 from the top is being held in trust for the care of Cain and Abel, Clara's two schnauzers, Adam and Eve's offspring.

GREEN: This SaddleBrooke Dog Park Association...does it have a director?

FRANCIS: Flem Richards.

GREEN: Flem Richards! And the trustee of the \$300,000 for Cain and Able, who might that be?

FRANCIS: Flem Richards.

GREEN: Flem Richards, again. And this Flem Richards...he was in attendance when Clara Steele executed her Will?

FRANCIS: Yes. Other than my two secretaries who served as witnesses to the Will, and Clara, of course, he was the only other in attendance. Oh, yes, Rosalind Wellington was in attendance also.

GREEN: How convenient for them! I have no further questions. *(returns the Will to the exhibit table, and sits down)*

BLAKE: *(stands)* Ms. Page, apart from wanting to take care of her dogs and the dog park, did Clara say why she was taking both her sister, Sally, and her nephew, Roosevelt, out of her will?

FRANCIS: She most certainly did, and she insisted that I include a statement in the Will making it clear they were receiving nothing.

BLAKE: Can you relate to the Court the reasons Clara Steele gave you for disinheriting her sister and nephew?

FRANCIS: With respect to Sally, her sister, it was because of the dog incident and because Sally was so obnoxious. When she made her demands for half of the six-million-dollar lottery winnings waving that napkin in Clara's face, Clara told her in no uncertain words to go to hell. Again in Clara's words, she terminated that agreement right after Adam and Eve died.

BLAKE: And Roosevelt?

FRANCIS: Well, that's simple. She was seething with anger that her own nephew would try and swindle her out of half a million dollars. She was referring to his so-called Ponzi scheme which he tried to get her to buy into. And it almost worked.

BLAKE: Thank you. I have no further questions. (*sits down*)

JUDGE: You are dismissed, Ms. Page. Please call your next witness, counselor.

GREEN: We call Sally Steele Wellington to the stand.

BAILIFF: Sally Steel Wellington. (*Sally comes forward and stands in front of the BAILIFF*) Please raise your right hand. Do you swear to tell the truth and the whole truth under penalty of perjury?

SALLY: I certainly do.

GREEN: Please state your name and occupation for the record.

SALLY: Sally Steele Wellington. I am a retired real estate broker.

GREEN: Ms. Wellington, first of all, my belated condolences on you're sister's passing. The two of you were very close, were you not?

SALLY: Very close, like two queens in a deck. She was my older sister, you know. Three minutes and twenty-seven seconds to be exact, and I always looked up to her. Like most siblings, even twins, we fought. Sometimes like cats and...ah ...well like cats. But we always made up and *always* shared our lottery tickets.

GREEN: Excellent. Let's talk about your lottery tickets. You and Clara purchased lottery tickets on a regular basis and shared the winnings?

SALLY: Yes, yes. That was our big vice.

GREEN: And when did that first start?

SALLY: As soon as lottery tickets became available, whenever that was, we began purchasing them and *always* shared our winnings *fifty-fifty*. As far as I was concerned, that lasted until the day my dear sister tripped over those damn dogs of hers at the top of the stairs and was taken from us.

GREEN: (*picks up Plaintiff Exhibit 3P*) Mrs. Wellington, I would like to show you this timeline that the Court has viewed previously and I would like you and the court to focus on four dates. First, you will note the date November 22, 2007, the day you and Clara executed the so called napkin agreement. Second, December 11, 2008 entitled Big Fight. Third, February 25, 2009, the date posted on the envelope brought into evidence earlier. Fourth, June 3, 2009, the day of your sister's big win. (*faces the jury*) I encourage you and the court to keep in mind that the critical termination period discussed earlier encompasses all of these dates. Now, focus your attention on the day of the Big Fight. Can you tell us about it?

SALLY: It was a dreadful day. I was *carefully* backing out of Clara's driveway. *Slowly* I might add. Making sure no cars were coming. Speeders tend to fly by on her street. Then Adam and Eve, her out of control schnauzers, ran behind my car, and...I ran over them. The poor things.

GREEN: Was your sister upset?

SALLY: My, yes! Well, wouldn't you be? Actually she was hysterical. And for the longest time she blamed me. In fact, it was the longest period of time that Clara refused to talk to me. Of course, I have no doubt that her nosey neighbor, that busybody Connie Crow, egged her on. Connie hated me and made it very clear. And Flem Richards was no better. All he wanted was her money.

GREEN: So when did you talk to your sister again?

SALLY: At the surprise birthday party. The one Pat threw for us.

GREEN: (*returns Exhibit 3P to the exhibit table and the picks up Exhibit 4P*) Now, tell us about this envelope and its contents that Francis Page found amongst Clara's effects. Did you send it to her?

SALLY: Of course I sent it to her. Why wouldn't I have? Days earlier I won one hundred fifty dollars from one of my lottery tickets. My first win since our big fight. Her share was seventy-five dollars, which I sent her *in that envelope*.

GREEN: But Francis Page testified that she found no money within the envelope.

SALLY: I care not what Ms. Page testified to or what she didn't find. I sent along seventy-five dollars, Clara's share of my winnings. And she accepted it.

GREEN: So, you sent Clara her share of your lottery winnings and less than six weeks later the two of you were together at your surprise birthday party. Did she say anything about receiving her share?

SALLY: Of course. She thanked me.

GREEN: She thanked you! So, during the Critical Termination Period, she thanked you for *her* seventy-five dollars share of *your* winning lottery ticket. Now, Mrs. Wellington, from the time you and your sister executed the napkin agreement to the day she purchased the six-million-dollar lottery ticket, did Clara Steele ever communicate *to you* her desire to terminate your agreement? And remember you are under oath.

SALLY: Never. I swear to it, *never*.

GREEN: She did not terminate the agreement after you ran over her dogs.

SALLY: She most certainly *did not*.

GREEN: I have no further questions. (*sits down after placing Exhibit 4P on the exhibit table*)

BLAKE: (*stands*) Mrs. Wellington, do you have pets? A dog for example?

SALLY: No, I do not.

BLAKE: Do you like dogs?

SALLY: Not particularly.

BLAKE: So, you weren't terribly fond of your sister's dogs?

SALLY: No, and they didn't like me. The feelings were mutual.

BLAKE: Connie Crow, Clara's neighbor, you don't like her either. In fact, a few minutes ago, you said she was a nosy busybody, that she was egging Clara on. What did you mean?

SALLY: I meant she continued to make a mountain out of a molehill. She never let Clara forget that I was responsible for the death of her dogs. And I wasn't. It was an accident. Besides, Connie Crowe was jealous of our close relationship.

BLAKE: Mrs. Wellington, you indicated that Clara thanked you for the money you sent her as her share in your lottery win. Did she thank you in front of any of the other guests in attendance?

SALLY: No. As I recall, we were in the hallway when she whispered her thank you. Just after she kissed me on the cheek and wished me a very happy birthday.

BLAKE: After Clara won the six million dollars, did she offer to share it with you?

SALLY: You know very well she didn't, Ms. Blake. I was out of town when Clara learned she had won. A week or so later, after I heard from Roosevelt that she *wasn't* planning on sharing it with me, I demanded my rightful half. I even waived our written agreement in front of her nose. But by then, I am sure both Connie Crowe and Flem Richards convinced her not to honor our deal. Our legal agreement that Clara had never terminated before she won all that money.

BLAKE: That was the second time you mentioned Flem Richards?

SALLY: Yes, Flem Richards. Clara never admitted to it, but I think he was her mysterious lover. And he was 10 years younger. Can you imagine? Shameful!

BLAKE: Mrs. Wellington, do you know as a matter of fact that Connie Crowe and Flem Richards tried to convince Clara *not* to honor your deal, as you call it?

SALLY: Well, no. But it was obvious to me.

BLAKE: I'm afraid that's far short of being a matter of fact. I have no further questions.
(sits down)

JUDGE: You are excused, Mrs. Wellington. Ms. Green, I believe you are up.

GREEN: (rising) Yes, Your Honor. I call Roosevelt Wellington II to the stand.

BAILIFF: Roosevelt Wellington II. (*ROOSEVELT comes forward and stands in front of BAILIFF*) Please raise your right hand. Do you swear to tell the truth and the whole truth under penalty of perjury?

ROOSEVELT: I do.

GREEN: Please state your name and occupation.

ROOSEVELT: Roosevelt Steele Wellington II. I am a stockbroker, and the step-son of Sally Steele Wellington.

GREEN: Mr. Wellington, are you familiar with your stepmother's lottery dealings with your Aunt Clara?

ROOSEVELT: Yes, of course. In fact, my stepmother and I had an identical arrangement. Any lottery winning either of us received, we shared equally with the other.

GREEN: Now, Mr. Wellington, by now you should be familiar with the Thanksgiving dinner of 2007 in which the infamous napkin agreement came into existence. And it is my understanding that you were in attendance. Am I correct on both counts?

ROOSEVELT: You are. At that Thanksgiving dinner, I was sitting immediately to Aunt Clara's left. She declared at the table that she and Mother would share their winnings *until death do us part*. Those were her exact words.

GREEN: Until death do us part. Powerful words, Mr. Wellington. Do you have any other instances where your aunt, Clara, made similar proclamations?

ROOSEVELT: Yes, in fact, I do.

GREEN: Please continue?

ROOSEVELT: It was at the seventy-fifth birthday party that Pat and Drew threw for my stepmother and Aunt Clara. *Before* Aunt Clara won the six million dollars, I happened to catch her alone in my study thumbing through my books. I asked if she and my stepmother had made up. She nodded and said...We're sisters. Sisters eventually do make up. I told her I was relieved, and my stepmother would be also, since my stepmother was afraid she now had only me to share lottery winnings with. And then Aunt Clara said...Well, that will never change.

GREEN: Very enlightening I have no further questions. (*GREEN sits down*)

JUDGE: Ms. Blake, you may cross examine the witness.

BLAKE: (*stands*) Mr. Wellington, a few minutes ago you said...Yes, of course. In fact, my stepmother and I had an identical arrangement. Any lottery winning either of us received, we shared equally with the other. How long has that arrangement been in effect? And is it still in effect?

ROOSEVELT: As long as I can remember and, yes, it is still in effect.

BLAKE: Well, that means that you, Mr. Wellington, stand to make one and a half million dollars...half of your stepmother's share...should she prevail in this action. That, sir, is surely a powerful motive to see the facts your way.

GREEN: Your Honor, Counsel is harassing and disparaging the witness. I request that his last comments be stricken from the record.

JUDGE: Objection sustained. The comments are so stricken and the jury will disregard them. Continue, Ms. Blake. And please be careful.

BLAKE: My apologies, Your Honor. Mr. Wellington, what is your relationship with Vincent Scarpatelli, better know as Vinny the Scorpion Scarpatelli?

ROOSEVELT: He was a business acquaintance. A client of my brokerage firm.

BLAKE: Now, Mr. Wellington, isn't it true that Vinny the Scorpion is your bookie, and has been for many years?

ROOSEVELT: Yes, he has been my bookie in the past, but no longer. I attend Gamblers Anonymous and no longer gamble. I am a recovering—

BLAKE: But you are in debt to the "Scorpion" for an amount exceeding \$175,000 as a result of betting losses. Isn't that correct?

ROOSEVELT: Yes, that's true, but—

BLAKE: Isn't it also true that you, with Mr. Scarpatelli's financial backing, created a Ponzi scheme in which your Aunt Clara almost invested? A scheme she discovered? A scheme that she threatened to take to the authorities if you didn't promise to dismantle it?

GREEN: Your Honor—

JUDGE: Sit down, Ms. Green. Answer the question, Mr. Wellington.

ROOSEVELT: It wasn't a Ponzi scheme. It was a sophisticated investment opportunity.

BLAKE: Was it an entirely legal sophisticated investment opportunity?

ROOSEVELT: The authorities including the Securities Exchange Commission are looking into it at the present time, but I am confident—

BLAKE: Thank you, Mr. Wellington. That will be all. (*sits down*)

JUDGE: You are excused, Mr. Wellington.

GREEN: Your Honor, Plaintiff rests.

JUDGE: Thank you, Ms. Green. We shall recess at this time. Ms. Blake, please plan to make your opening statement as soon as we reconvene.

BAILIFF: All rise. (*The JUDGE exits*) There will be a fifteen-minute recess.

BLACKOUT

ACT II

Setting: *The same.*

At Rise: *Lights come up on the BAILIFF and attorneys in their respective places. The BAILIFF again stands at the appropriate table.*

BAILIFF: All rise. (*ALL do so*) Hear ye, hear ye, the court is now in session. Superior Court Number Four of the State of Arizona. The Honorable Judge P.J. Draper presiding.

(*JUDGE DRAPER enters Up Right, takes her place and sits*)

BAILIFF: Please be seated. (*ALL sit*)

JUDGE: Counsel for the defense, you may present your opening statement.

BLAKE: (*stands*) Your Honor and members of the jury, my name is Jean Blake. I represent the Estate of Clara Steele. Plaintiff's counsel in this case has said in her Opening Statement that the evidence would establish a written agreement between Clara Steele and her sister, Sally. I concur. The question, however, is whether that agreement was in effect when Clara won six million dollars as a result of the lottery ticket she purchased on June 3, 2009.

Ladies and gentlemen, by the time you hear all the evidence, there will be absolutely no doubt about your conclusion, which is that Clara Steele through her words and her actions gave notice to Sally Steele Wellington of her desire to terminate the lottery sharing agreement between them. You will also find that clearly the notice was given within what has been defined as the Critical Termination Period.

Remember, ladies and gentlemen, while the Law of Contracts clearly requires that Clara Steele's termination be unequivocal in words and in action, she was *not* required to explicitly state, "I hereby terminate or revoke the agreement." Yes, you heard that correctly, ladies and gentlemen. Clara Steele could terminate her agreement with Sally without using the words "terminate" or "revoke."

Thank you, ladies and gentlemen of the jury.

JUDGE: Ms. Blake, please call your first witness.

BLAKE: We call Constance Crowe to the stand, Your Honor.

BAILIFF: Constance Crowe. (*Connie comes forward and stands in front of BAILIFF*) Please raise your right hand. Do you swear to tell the truth and the whole truth under penalty of perjury?

CONSTANCE: Absolutely.

BLAKE: Please state your name and occupation.

CONSTANCE: My name is Constance Crowe. I am a semi-retired mother and part-time operator of a boarding house. I say that only because my five grown children seem to think they can move in and out at their whim as if I had nothing better to do than take care of them.

BLAKE: You must be a very caring mother, Mrs. Crowe? However, what the Court would like to learn more about is your relationship with Ms. Clara Steele. Can you help us with that?

CONSTANCE: Well, of course I can. We've lived next door to one another for some 20 years.

BLAKE: Were you close to one another throughout those years?

CONSTANCE: As close as two people who share the same date of birth could be. You see, I was an April Fool's baby also. We discovered we shared birthdays, after several years of being neighbors...I might add. My God, did we celebrate! In our state of stupor we pronounced ourselves connected for life.

BLAKE: Thank you, Mrs. Crowe. Now, I would like to direct your attention to the day Clara's dogs, Adam and Eve, died. Do you know anything about that incident?

CONSTANCE: I happened to be there when it happened. It was traumatic. Clara loved those dogs. I think next to me, they were the dearest people she saw on a daily basis. I was very ...

BLAKE: Mrs. Crowe, can you relate to the Court exactly what you observed?

CONSTANCE: Oh, dear me, yes. Certainly I can. I was in Clara's kitchen helping the sisters sort through a bag of apples Sally brought over earlier when Sally realized she was late for an appointment. She hurried out, leaving the front door wide opened behind her and raced to her car with the dogs following at her heels. Before either Clara

or I could do anything about it, the dogs ran behind Sally's car and she ran them over, poor things.

BLAKE: According to Mrs. Wellington's testimony, she was...carefully backing out of Clara's driveway...slowly... making sure no cars were coming when Adam and Eve ran behind her car and she ran over them.

CONSTANCE: Well, it might have been an accident...although sometimes I wonder considering how much Sally hated those dogs...

GREEN: Your Honor...

JUDGE: Mrs. Crowe, please only facts. Keep your opinions to yourself.

CONSTANCE: I'm so sorry, Your Honor. What I meant to say was, yes, I guess it was an accident. But for Sally to say she was carefully and slowly backing out of the driveway is a bald face lie and she knows it. (*SALLY jumps up as if to strangle CONNIE and CONNIE responds by jumping up as if she wants to go at it with SALLY*)

JUDGE: (*pounds the gavel*) Mrs. Crowe, please sit down. You, too, Mrs. Wellington.

BLAKE: Mrs. Crowe, without leaving the witness chair, can you tell the court what happened next. That is, after the three of you discovered that Adam and Eve were no longer alive?

CONSTANCE: Well, Clara was devastated, we both were. But Sally just stood there as if she had just run over a bunch of those apples...

(*GREEN stands to object*)

JUDGE: Mrs. Crowe, I'm not going to warn you again. Unless asked, keep your opinions to yourself. Ms. Blake, please control your witness.

BLAKE: I apologize, Your Honor. Mrs. Crowe, please tell the Court what happened next. Just stick to the facts, no opinions.

CONSTANCE: Sally kept looking at her watch as if she wanted to leave. When she didn't even say she was sorry. She showed absolutely no remorse...

SALLY: (*stands once again*) Now look who's lying. (*GREEN pulls her down*)

JUDGE: (*pounds the gavel*) Mrs. Wellington!

BLAKE: Just the facts, Mrs. Crowe.

CONSTANCE: (*stares at SALLY*) When Sally didn't say she was sorry, Clara went to pieces. She began screaming at Sally to leave. She was hysterical. That is a fact, not an opinion.

BLAKE: Did Clara say anything else as she was demanding that her sister leave?

CONSTANCE: Yes, she told Sally she never wanted to see her again. Ever. Then she said...We are no longer sisters. Blood is NOT thicker than insensitivity. I want no further dealings with you. Ever.

BLAKE: I want no further dealings with you. Ever. How did Sally respond?

CONSTANCE: She jumped into her car. As she was driving away, I heard her tell poor Clara that she should have married a man instead of those schnauzers.

BLAKE: Thank you, Mrs. Crowe. I have no further questions. (*BLAKE sits down*)

GREEN: (*rising*) Mrs. Crowe, those words you claimed you heard when Clara Steele was hysterical, where were you when you heard them?

CONSTANCE: I was in the kitchen. When Clara began screaming at Sally, I felt like an intruder, so I left them alone on the front porch.

GREEN: Once you were in the kitchen, isn't it true that you were over fifty feet from Clara? In fact, a kitchen wall and the front porch were between the two of you?

CONSTANCE: Yes, that is true, but I heard them nonetheless. The kitchen window was wide open, you see.

GREEN: At any time prior to Clara's big lottery win, that is, within the Critical Termination Period, and especially after her fight with Sally, did you ever hear Clara actually say to you, or anyone else for that matter, that she *terminated* or *revoked* her lottery sharing agreement with Sally or she wanted to?

CONSTANCE: No. *but no further dealings* means the same thing, Ms. Green.

GREEN: So your answer is you never heard Clara say that she terminated or wished to terminate or revoke their agreement to share winning lottery tickets. That's because she never terminated or revoked the agreement. Did she?

BLAKE: Your Honor, counsel is harassing the witness.

GREEN: Okay, let's move on. I have one final question, Mrs. Crowe. You are aware that Clara Steele left you ten percent of her estate?

CONSTANCE: Yes, Ms. Green, I am quite aware of that. Fortunately, my ex-husband was wealthy. I don't need Clara's money. I have already pledged it away to a worthy cause. Every penny of it. So there's no reason for me to shade the truth. If that's what you're getting at.

GREEN: I have no further questions. (*GREEN sits*)

JUDGE: Mrs. Crow, you are dismissed.

BLAKE: (*stands*) The defense calls Rosalind Wellington.

BAILIFF: Rosalind Wellington. (*ROSALIND comes forward and stands in front of BAILIFF*) Please raise your right hand. Do you swear to tell the truth and the whole truth under penalty of perjury?

ROSALIND: I do.

BLAKE: Please state your name and occupation.

ROSALIND: Rosalind Wellington. I'm unemployed at the moment.

BLAKE: Ms. Wellington, inasmuch as there have been two other Wellingtons who have sat in this witness chair, may I call you Rosalind?

ROSALIND: That's cool.

BLAKE: Now, Rosalind, Sally Steele Wellington is your stepmother, and Clara Steele was your step-aunt. Is that correct?

ROSALIND: Yes, it is.

BLAKE: You were in attendance at the Thanksgiving dinner in which the infamous napkin agreement was executed?

ROSALIND: I was indeed.

BLAKE: Now, Rosalind, at that same Thanksgiving dinner, Roosevelt testified that your Aunt Clara declared they...Clara and your stepmother...would share their lottery winnings...and I quote...until death do us part. End quote. Is that your recollection?

ROSALIND: I certainly heard the quote, but my dear brother is dreadfully mistaken as to whose lips uttered that statement. It came from my stepmother, NOT from Aunt Clara. I would swear to that. In fact, I am swearing to that.

BLAKE: Rosalind, did Aunt Clara ever say anything to you as to why she chose to execute a new will?

ROSALIND: Yes, she did.

BLAKE: Which was what?

ROSALIND: She told me she didn't want her sister or her "good for nothing" nephew...those were her words not mine...didn't want either of them getting hold of her lottery winnings, or her other money for that matter. But especially not the six million dollars she won.

BLAKE: You and Flem Richards were in attendance when Clara executed her will?

ROSALIND: Yes, we were.

BLAKE: Did he, Flem Richards, ever indicate how he felt about Sally sharing in Clara's big lottery win?

ROSALIND: He was adamant that Clara not give Sally her supposed share as Sally had been demanding—and he was quite vocal about that.

BLAKE: I have no further questions.

GREEN: You were very close to your Aunt Clara, is that correct?

ROSALIND: Yes, very close.

GREEN: After the dogs died but before she won six million dollars, were you around her much?

ROSALIND: Yes.

GREEN: In all that time did you ever actually hear your Aunt Clara Steele say that she wanted to *terminate or revoke* the lottery sharing agreement?

ROSALIND: Well, not in so many words.

GREEN: What about in a few words. Did you ever hear Clara say that she wanted to terminate or revoke their agreement in a few words?

ROSALIND: No, but her actions...

GREEN: I didn't ask about her actions, only her words, and the answer is *no*. Just a few more questions, Rosalind. Should this jury conclude that your stepmother is entitled to one-half of Clara's six-million-dollar lottery winnings, how much of her share would you lose based on your Aunt Clara's will?

ROSALIND: Sixty-five percent.

GREEN: Sixty-five percent of three million dollars is not small change. Now my final question, Rosalind. You and your stepmother don't get along...isn't that right? You'd be happy to see her lose this case?

BLAKE: (*jumps up*) The relevancy, Your Honor? I object to the question and the disparaging comments!

GREEN: Motive to color the truth, Your Honor.

JUDGE: The disparaging comments will be stricken and ignored. Otherwise, objection overruled. Please answer the question, Ms. Wellington.

ROSALIND: No, I don't get along with my stepmother, but that has nothing to do with my testimony.

GREEN: I have no further questions. (*sitting down*)

JUDGE: Witness is excused.

BLAKE: *(Goes to exhibit table and picks up Defendant Exhibit 1D)* Your Honor, I have here Defendant Exhibit 1D which is an excerpt of Clara Steele's deposition taken during the discovery period of this case and not long before she died. Having received approval from Plaintiff's counsel, I would like to play an audio recording of this particular excerpt to the jury.

JUDGE: Please do so, Ms. Blake.

BLAKE: Thank you, Your Honor. *(BLAKE puts an audio recording device on the exhibit table)* Before doing so, however, I would like the jury to understand that the witness, Clara Steele, was under oath just as if she were in this courtroom today being examined by Ms. Green. Now, let us begin.

(BLAKE turns on the device. The excerpt of Clara Steele's deposition plays. The voices on the recording are of the actors who play the BAILIFF, CLARA, and SANDY GREEN. Since SALLY and CLARA were twins, if the play director wishes to use a video recording of the deposition, the actress who plays SALLY can double as CLARA. The actor who portrays JEAN BLAKE would also be present in the video)

BAILIFF: Clara Steele, please raise your right hand. Do you swear to tell the truth and the whole truth under penalty of perjury?

CLARA: I do.

GREEN: Now, Ms. Steele, earlier in this deposition, you acknowledged that you and your sister executed the so called napkin agreement on Thanksgiving Day, 2007. Is that correct?

CLARA: Yes, that is correct.

GREEN: And at any time prior to winning six million dollars, did you in fact say to Sally that you wished to *terminate* or *revoke* that agreement, using either of those words?

CLARA: No, Ms. Green, you know very well I did not use those words, or you would not have asked me the question and we probably would not be here today. But...

GREEN: No buts, Mrs. Steele—

CLARA: Ms. Green, are you going to let me explain how I did terminate the agreement, or do you want to be surprised when I actually take the stand?

GREEN: Please be my guest, Ms. Steele.

CLARA: I was at home separating good apples from bad apples that Sally brought over. My neighbor, Connie Crowe, was there also. Sally remembered an appointment and raced out of the house, leaving the front door opened behind her. Adam and Eve, my children, Ms. Green...if you can understand that... followed her out. In her rush to leave, she ran them over. She was *not* the least bit remorseful. It was as if she ran over a couple of apples and stained the driveway. I...I... (*Her voice wavers and catches, suggesting that she is breaking down*)

GREEN: But, Ms. Steele—

CLARA: Please don't interrupt me, Ms. Green. You asked how I terminated our agreement, and I am going to tell you. I was so upset with my sister. I still am. These were my exact words...Sally Steele Wellington, I never want to see you again. We are no longer sisters. Blood is *not* thicker than your insensitivity. I will have no further dealing with you. Ever." Now, Ms. Green, from all that, if you didn't hear that I terminated our agreement, I'm afraid you're deaf.

GREEN: Let me fast forward to a conversation you had with Tulip Hearstenberger, your hairdresser. According to Tulip's deposition, when you said you would never talk to Sally again, Tulip said hogwash. Then you said...This time, I'll let her sweat it out. Clearly meaning, it seems to me, that you had no intention of breaking off with Sally. Not permanently.

CLARA: Ms. Green, I remember the conversation quite well. I did not say to Tulip, "This time I will let her sweat it out." What I said was, "This time, I'm set. She's out." And I meant every word of it.

BLAKE: Your Honor, that concludes playing of the excerpt of Clara Steele's deposition, which I must emphasize once more, was Ms. Green's deposition.

JUDGE: Thank you, Ms. Blake. Does the defendant rest?

BLAKE: No, Your Honor. We have one last witness. We call to the stand... Vincent Scarpatelli.

GREEN: (*commotion ensues at plaintiff's table*) Your Honor, Vincent Scarpatelli is not on the defendant's witness list. We object to this witness.

JUDGE: Counselors, approach the bench. (*The attorneys obey. There is a brief exchange of mutters and whispers. The JUDGE intervenes*) Step back, both of you. The objection is overruled. Mr. Scarpatelli will be allowed to testify.

BAILIFF: Vincent Scarpatelli. (*Vinny comes forward and stands in front of BAILIFF*) Please raise your right hand. Do you swear to tell the truth and the whole truth under penalty of perjury?

VINNY: You bet I do.

BLAKE: Please state your name and occupation.

VINNY: Vinny Scarpatelli. I'm a financial *go-between*.

BLAKE: Mr. Scarpatelli, can you describe to the court your relationship with Clara Steele prior to her death?

VINNY: In a word or two, we was friends. *Close* friends.

FLEM: (*FLEM RICHARDS stands up from the audience and comes forward*) That's a lie! You are a liar! Clara was my love, not yours!

JUDGE: Excuse me sir? You can't just come in here and disrupt our proceedings. Who do you think you...

FLEM: I am Flem Richards. I'm sorry, Your Honor, but I just can't sit still while this...this...slime of a man tells these falsehoods.

JUDGE: Sit down, Mr. Richards, or I'll have you removed.

(*FLEM takes a gun out of his pocket and aims at VINNY. The JUDGE, GREEN, and BLAKE and VINNY dive for cover. BLACKOUT. SOUND CUE: A gun shot. When the lights come up again, the BAILIFF and TWO POLICE OFFICERS have taken hold of FLEM. The JUDGE and the others stand. No one is hurt*)

JUDGE: Officers! Remove Mr. Richards! Immediately!

(The POLICE OFFICERS take FLEM out)

JUDGE: *(rapping gavel)* Order in the court! Order! *(When the courtroom quiets down)* We will now continue. Ms. Blake? Where were we?

BLAKE: Your Honor. Mr. Scarpatelli just told the court that he and Clara Steele had been...*close* friends. So...ah, yes...Mr. Scarpatelli, how did that come about?

VINNY: Ya know, I've seen a lot of action, Your Honor, but that there Flem fellow really shook me up. *(VINNY pulls a flask from his jacket. He takes a very long drink. Then he pours some in the water glasses for the JUDGE and BAILIFF)*

JUDGE: Mr. Scarpatelli, please! This is highly unusual. Sit down now!

VINNY: Okay, I'm sorry, Your Honor.

(As he returns to his seat. The JUDGE and BAILIFF look at their drinks. Then one another. And they chug their drinks)

Okay, Ms. Blake, you want to know about Clara and me. Well, my used-to-be friend and client, one Roosevelt not so Wellington, came up with this here Ponzi scheme and tried it on his own aunt. Can you imagine that? His own aunt? So, I warned her. So Clara and I, became, how I shall say it...extremely good friends.

BLAKE: Can you tell the court precisely why you're here with us today?

VINNY: Because one evening, maybe around 9:30, I snuck into Clara's without the neighborhood knowing. Which was easy, you know since it was after nine o'clock, and all the critters there had crept in their cribs. Besides, I parked the Harley down the street. Anyway, we were up in the bedroom...I mean the study...when Sally came pounding at the door. I stayed upstairs and hid in the study when I heard the two of them fighting. This was after Clara won the big kahanas, and Sally was demanding her share.

BLAKE: Could you hear what they said to one another?

VINNY: Certainly. I ain't deaf and dumb, you know. Well at least not deaf. Sally kept demanding her share, and Clara kept saying she ended their agreement when Sally hit on those schnauzers of hers.

BLAKE: And what did Sally say to that?

VINNY: She said she knew that Clara ended the agreement but screamed she shouldn't have.

BLAKE: Thank you, Mr. Scarpatelli. I have no further questions. (*BLAKE sits*)

GREEN: (*stands*) Mr. Scarpatelli, isn't it true that you are the unnamed recipient in Clara Steele's will, to the tune of fifteen percent?

VINNY: You're right on, Ms. Green. But if it hadn't been for *me*, most of Miss Clara's money would have wound up down the drain Roosevelt called his *sophisticated investment plan*.

GREEN: Nevertheless, you stand to receive \$450,000 more by telling the Court here some cockamamie story about eavesdropping up in Clara's study.

BLAKE: Your Honor...

JUDGE: Please, Ms. Green, keep your derogatory thoughts to yourself.

GREEN: I have no further questions.

BLAKE: The defendant rests, Your Honor.

JUDGE: Counselor for plaintiff, you may now make your closing statement to the jury.

GREEN: Ladies and gentlemen, the issue you must grapple with is this: Did Clara Steele terminate the napkin agreement before she won six million dollars? That is, within the Critical Termination Period, and thereby did she avoid having to share her six-million dollar winnings with Sally? Before Clara won six million dollars, not a single witness testifying in this courtroom recalled hearing Clara Steele say she wanted to terminate or revoke the agreement.

Defendant's counsel has presented Connie Crowe, a meddling neighbor, and Vinny Scarpatelli, a known bookie. They would have you believe that when Sally accidentally ran over Clara's dogs, Clara's reaction amounted to a notice of termination. Remember, ladies and gentlemen, Connie Crowe's said Clara Steele was hysterical at that moment. Besides which, Ms. Crowe was biased to the tune of ten percent of Clara's winnings, and Mr. Scarpatelli stands to gain financially if this suit fails.

Ladies and gentlemen, I ask you only to give Sally Steele Wellington what she deserves—one-half of Clara Steele's six-million-dollar lottery win. Thank you. (*GREEN sits*)

JUDGE: Counselor for Defendant, you may now make your closing statement to the jury.

BLAKE: (*stands*) ladies and gentlemen, Ms. Green is correct. The question you must decide is whether or not Clara Steele terminated the napkin agreement before she won six million dollars and thereby avoided having to share her six-million dollar winnings with Sally. It is only their conclusion we adamantly disagree with.

It is true that you have heard no one here testifying that he or she heard Clara Steele say to Sally Wellington, "I hereby terminate or revoke our agreement." But that does not mean she didn't properly terminate the agreement. She in fact did.

Connie Crowe swore under oath that after Sally ran over Clara's dogs, Adam and Eve, Clara said...We are no longer sisters. Blood is *not* thicker than insensitivity. I want no further dealings with you. Ever.

I want no further dealings with you. Clearly, ladies and gentlemen, one of those so called dealings was Clara's and Sally's agreement to share their lottery winnings. What could have been more unequivocal than that?

Accordingly, I submit that Sally Wellington has no legal right to one-half of Clara's six-million-dollar lottery ticket. Thank you.

JUDGE: Ladies and gentlemen of the jury, I shall now ask you to consider your verdict carefully, omitting any and all personal prejudices and sympathies. With respect to plaintiff's cause of action, in order to render a verdict in favor of one party or the other, a majority of you **MUST** be in agreement.

With regard to Plaintiffs' claim that Sally Steele Wellington is the rightful owner of one-half the six-million-dollar lottery ticket purchased by Clara Steele, you must answer the following question: At the time Clara Steele purchased her winning lottery ticket, was she under a contractual obligation to share with her sister, Sally Steele Wellington, her winnings from the six million dollars lottery ticket?

Now, ladies and gentlemen of the jury, does the evidence presented here, after considering it in its entirety, *support one of the parties to a larger extent than the other party?*

If so, the one party has a *preponderance of evidence* on its side and must, as a matter of law, prevail in the lawsuit.

Remember, ladies and gentlemen, this is not a criminal proceeding where guilt must be established beyond a reasonable doubt.

Thank you for your service in this case. You may now begin deliberating.

BAILIFF: (*stands*) Ladies and gentlemen of the jury, you will deliberate this case amongst yourselves. After 15 minutes, you will be asked by a show of hands whether you find in favor of the Defense, Clara Steele's Estate or the Plaintiff, Sally Steele. I will tally the results. Please remain in your seats while the Parties exit.

JUDGE: Court will stand in recess for the purpose of deliberation and will reconvene in 15 minutes. (*raps gavel and stands*) (JUDGE, ATTORNEYS, WITNESSES, DEFENDANT exit. The Bailiff remains with the jury)

(*Following the allotted time for deliberation, the BAILIFF requests a show of hands for PLAINTIFF or DEFENDANT. If audience is at tables, the votes are tallied on paper and given to the Bailiff. The BAILIFF then completes the VERDICT SUMMARY which he will give to the judge. If there is no majority, the jury is hung.*)

(*The DEFENDANT and ATTORNEYS enter and go to their respective tables and sit. The WITNESSES enter and go to their respective seats and sit. Finally, the JUDGE enters*)

BAILIFF: All rise. (*ALL do, including the audience*) Superior Court Number Four, Judge P.J. Draper presiding.

(*JUDGE sits*)

BAILIFF: Please be seated.

JUDGE: Court is now in session. Bailiff, has the jury rendered a verdict?

BAILIFF: Yes, Your Honor. (*hands the verdict and count on one paper to the JUDGE*)

JUDGE: Will the Defense and the Plaintiff rise?

(*GREEN, SALLY, BLAKE and FRANCIS stand*)

THE FOLLOWING ASSUMES IN FAVOR OF THE PLAINTIFF

JUDGE: The jury has found in favor of Sally Steele Wellington the Plaintiff which means that she is entitled to one half of Clara Steele's Estate.

(GREEN and SALLY congratulate each other)

BLACKOUT

CURTAIN

ALTERNATE ENDINGS

For a verdict in favor of the Defendant:

JUDGE: The jury has found in favor of the Defendant which means that Sally Steele Wellington is *not* entitled to half of Clara Steele's Estate.

SALLY: This is outrageous...I deserve that money. Clara meant for me to have my share.

ROOSEVELT: *(crosses to Sally)* It's all right, Ma. We'll just keep buying those lottery tickets. We'll win it big one day...I know it! *(They exit)*

BLACKOUT

CURTAIN

In the event of a hung jury:

JUDGE: The jury has been unable to reach a verdict. The Case is closed.

SALLY: I can't go through this again...Clara, Clara...why did you do this to me?

ROOSEVELT: *(crosses to Sally)* Ma, it's okay. We'll be okay. Let's go out and buy a bunch of lottery tickets. Maybe this will be our lucky day after all!

BLACKOUT

CURTAIN

PROPS LIST:

Exhibits:

Plaintiff Exhibit 1 Timeline
Plaintiff Exhibit 2 napkin
Plaintiff Exhibit 3 Timeline
Plaintiff Exhibit 4 Envelope – Use any envelope
Plaintiff Exhibit 5 Will
Defense Exhibit 1D Deposition Audio Tape
Verdict Summary for Judge
Instructions to the Jury

Properties:

Blow Dryer
Pens
Paper
Legal Pads (6)
Clip Boards (4)

Important Dates:

Thanksgiving Dinner napkin agreement 11/22/07
Big Fight (Dogs) 12/11/08
Envelope 2/25/09
Birthday Party/Video Clip 4/1/09
Big Win 6/3/09
Deposition Video Clip 6/22/10
Clara's Death 7/4/10