2014 IL App (5th) 130452-U

NO. 5-13-0452

IN THE

APPELLATE COURT OF ILLINOIS

FIFTH DISTRICT

In re ESTATE OF GLEN RICHARD ELLIS, Deceased	)	Appeal from the Circuit Court of Union County.
(Lloyd Donald Huelson,	)	
Petitioner-Appellant,	)	
v.	)	No. 09-P-60
Mike Yates,	)	Honorable William J. Thurston,
Respondent-Appellee).	)	Judge, presiding.

PRESIDING JUSTICE WELCH delivered the judgment of the court.
Justices Chapman and Cates concurred in the judgment.

ORDER

¶ 1 *Held*: The trial court's denial of the petitioner's petition to contest the February 16, 2007, will of Glen Richard Ellis is reversed where the decedent was subject to undue influence during the execution of the will.

¶ 2 The petitioner, Lloyd Donald Huelson, appeals from the order of the circuit court of Union County denying his petition to contest the February 16, 2007, will of Glen Richard Ellis. For the reasons which follow, we reverse the decision of the circuit court and remand for further proceedings.

¶ 3 Glen Richard Ellis executed a will on February 16, 2007, when he was approximately 79 years old. He died on September 13, 2009. At the time of his death, he owned a farm of approximately 193 acres in Union County as well as other monies and personal property. He was not survived by a spouse or any children. However, he was survived by 11 nieces, nephews, and great-nephews. On December 31, 2009, the executor of the will, Mike Yates, filed to probate the will. Mike Yates was Ellis's deceased wife's nephew. The action contesting the will was brought by Lloyd Donald Huelson, who was Ellis's great-nephew, in July 2010. The contested will directed that the 193-acre farm be given to Yates in exchange for the payment of $100,000. The will also included bequests to Ellis's nieces, nephews, and great-nephews, which included a bequest to Huelson in the amount of $2,000. The petition to contest the will alleged the following grounds for invalidating the will: lack of testamentary capacity; undue influence; and lack of knowledge regarding the contents of the will. The following evidence was adduced at the two-day bench trial.

¶ 4 H. Wesley Wilkins, the attorney for Yates, testified regarding the circumstances surrounding the preparation and execution of the contested will. Yates contacted him about drafting a new will and a power of attorney for Ellis. Yates subsequently met with Wilkins and discussed the bequests that Ellis wanted to make in the will. According to Yates, Ellis had previously executed a will in 2002 and he wanted the majority of the bequests in the 2002 will included in the new will with the exception of the bequest concerning the 193-acre farm. Ellis wanted to give Yates an option to purchase one-half of the farm for $100,000 and he wanted to give Yates the other half of the farm. Wilkins

had never represented Ellis and did not personally speak with Ellis about the will. Approximately four or five months later, Wilkins contacted Yates to let him know that the power of attorney and will were completed. Because there was some concern as to whether Ellis would be able to walk up and down the four steps at Wilkins's office, Wilkins explained to Yates the legal requirements to execute a will. Wilkins identified the following three ways that Yates could have the will properly executed: Ellis could come to Wilkins's office to execute the will; Wilkins could go to Ellis's home with the witnesses for the execution; or Yates could obtain the witnesses and take the will to Ellis's home to be executed without the presence of Wilkins. Wilkins testified that the best way to have the will executed was to have Ellis come to his office, but explained that he was comfortable with releasing the will to Yates and letting Yates be responsible for getting it properly executed.

¶ 5 Mike Yates testified that he had lived on Ellis's farm for several years before he purchased a home bordering Ellis's property. He had lived in close proximity to Ellis for over 40 years. Ellis and Yates were not related by blood, but Ellis was married to Yates's aunt. During those 40 years, Yates assisted Ellis with the operation of Ellis's farm, drove Ellis to doctor appointments, and assisted Ellis with day-to-day tasks, such as running errands, bringing him food, and writing out checks for the payment of bills. Although Yates testified that he had assisted with the farm operation, he explained that Ellis made all of the decisions and handled all of the paperwork concerning the farm.

¶ 6 Yates testified as follows regarding Ellis's mental and physical condition. Ellis had lived in a white house on the farm property until he became convinced that the home

was contaminated and uninhabitable. Sometime between 2000 and 2002, Yates bought bug bombs to control the infestation of flies in Ellis's house. After setting off the bombs, Ellis became convinced that his home was contaminated and that the bug bombs were "zapping him." As a result of this, he moved out of the house and lived in a hotel for several months. He eventually purchased a trailer and placed it in front of the house. He never moved back into the house, which Yates described as a perfectly good house. Ellis could not tolerate dust and he had a phobia about microwaves. Ellis often complained that he had "heart dropsy," but had been told by a physician that such a condition did not exist. Ellis took a lot of medication for various ailments.

¶ 7 Sometime in 2007, after the power of attorney was executed, Yates began taking charge of Ellis's finances because Ellis could not write very well and was not capable of writing his own checks. Yates explained that although he was handling Ellis's finances, Ellis was able to track his own business dealings and transactions. Yates opined that a person "couldn't cheat *** Ellis out of a nickel." Yates was careful not to ask Ellis too many questions about his finances because Ellis would get aggravated. During 2006 and 2007, Ellis was particular about maintenance on his farm machinery and trucks despite the fact that they were no longer used. Ellis constantly monitored his bank accounts and rates of interest offered on accounts. He monitored and scheduled maintenance on his vehicle and consistently checked the tire pressure.

¶ 8 Ellis had routinely changed doctors throughout his lifetime and did not hesitate to change doctors if he did not get the care or the pills that he wanted. Ellis regularly took pain medication, and Yates testified that it was possible that Ellis had taken pain

medication on the day of the will execution. Ellis would stay up long into the night and would sleep and nap during the day. Yates testified that Ellis was paranoid about Susan Nottage, who had been hired sometime in the 1990s to provide care, housekeeping, and nursing services for Ellis, stealing from him and had been paranoid about that for as long as Nottage had worked for him. Yates did not believe that Nottage was stealing from Ellis.

¶ 9 Regarding the circumstances surrounding the preparation and execution of the will, Ellis contacted Yates in early 2006 about purchasing one-half of the farm for $100,000. Yates explained that the offer was only to purchase one-half of the farm because he had been previously told that he was getting the other half of the farm that he had previously lived on. Yates initially declined the offer because he did not want to go into debt for that much money. However, after talking with his father, Yates changed his mind and contacted Ellis about purchasing the farm. Yates suggested that Ellis include a provision in his will that allowed Yates to purchase one-half of the farm for $100,000. According to Yates, Ellis then instructed him to have a will prepared with the same bequests as contained in his 2002 will, but with the addition of the bequest concerning the farm property. With Ellis's knowledge and approval, Yates contacted Wilkins about drafting a will and a power of attorney for Ellis. Ellis did not have any contact with Wilkins. Yates and Wilkins obtained a copy of the 2002 will from Mark Johnson, the attorney who had prepared that will.

¶ 10 Wilkins contacted Yates when the will was completed, and Yates picked it up from Wilkins's office sometime around 3:30 or 3:45 p.m. that same day. Yates then

drove to Ellis's home. As he was driving to Ellis's home, he contacted Jerry Toler and Greg Inman, who were neighbors, and asked them to meet him at Ellis's home for the execution of the will. After everyone arrived, there was a period of small talk. Yates opined that Ellis was not incoherent or unable to carry on a conversation.

¶ 11 With regard to the will execution, Yates testified that he read one or two paragraphs of the will to Ellis, explaining that he had identified the changes that were made to the 2002 will, *i.e.*, the granting of an option to purchase one-half of the farm to Yates for $100,000 and the gifting of the other half of the farm to Yates. Yates acknowledged that the entire will was not read to Ellis, but explained that Ellis already knew the contents of the will that had been made in 2002. Yates was not aware of the circumstances surrounding the drafting and execution of the 2002 will. Although he testified that all of the changes made to the 2002 will were read to Ellis, he acknowledged that two changes to the will were not read to Ellis, a provision authorizing an independent administrator of the estate and a provision making him executorYates denied the accusation that he had yelled at and threatened Ellis earlier that day.

¶ 12 Yates testified that a power of attorney was executed on February 15, 2007, the day before the will execution, and he believed that he had taken Ellis to the Union County courthouse to have it witnessed and notarized. Yates was given power of attorney over Ellis's property and finances. After the documents were executed, Yates placed the power of attorney and a copy of the will in his home safe. He gave the original will to Wilkins.

¶ 13 Joe Sullivan, a nephew of Ellis, testified that Ellis had a second- or third-grade education and had never learned to read or write. Between 2006 and 2007, Ellis had contacted Joe multiple times because Ellis believed that someone was stealing money from him. When Joe would visit Ellis to find out more about Ellis's concerns, Ellis did not remember why Joe was there. Joe had believed that Ellis was delusional because of the bug-spray incident and Ellis's unfounded accusations about someone stealing from him. Joe had confronted Yates about Ellis's accusations and Yates assured Joe that Ellis's money was not stolen and was in the bank. During his visits, Joe observed Ellis taking several pills and noticed that Ellis was drowsy shortly after taking the pills.

¶ 14 Joe did not know that Ellis had executed a will in 2007. He opined that the portion of the farm that Yates had an option to purchase for $100,000 under the disputed will would have been worth approximately $300,000 in 2007. Joe explained that Ellis attempted to conduct his own business affairs, but that Ellis had frequently contacted him for farming advice and had spoken to him about finances. Joe opined that Ellis's mind was sometimes "real good, and sometimes it wasn't," and that Ellis "didn't seem like he was all there sometimes."

¶ 15 Junior Roberts, a nephew of Ellis, testified that he had visited Ellis in late 2006 because Ellis had contacted him and complained that "they" had stolen $50 from Ellis's bedroom. In 2007, Ellis again contacted Junior and accused Nottage of stealing $90,000. Ellis requested that Junior and his brothers break into Nottage's trailer and find the money. Junior and his brothers refused and talked to Yates about the accusations. According to Junior, Yates told them that Ellis was "crazy," that he was "getting senile,"

and that the money was in the bank. Junior testified that Ellis took a lot of medicine and would be confused and falling asleep within 30 minutes of taking the medicine. Junior opined that Ellis had been "going downhill" since 2000, explaining that the last few times that he had visited, Ellis did not "make much sense." Junior received a specific bequest of $3,000 in Ellis's 2007 will, which was in appreciation of Junior caring for Ellis after a surgery.

¶ 16 Richard Roberts, a nephew of Ellis and Junior's brother, testified that in 2005 or 2006, Ellis contacted him because Ellis wanted Richard and his brothers to visit while Ellis still remembered them and that Ellis believed that he was "going down pretty fast." Richard testified consistently with Junior about Ellis's accusations concerning Nottage. According to Richard, Ellis could not do any type of business without assistance and Ellis was dependent on others to guide him in handling everyday affairs. Ellis had told Richard that Yates had been paid for everything that Yates had done for Ellis.

¶ 17 Ronald Roberts, a nephew of Ellis and brother to Junior and Richard, also testified consistently with the testimony of his brothers concerning Ellis's accusations about Nottage. Ronald testified that he had visited Ellis approximately three times in 2006 and 2007. He testified that Ellis had always said that he wanted "everything sold and split equally" between his nieces and nephews and therefore Ronald opined that the 2007 will did not reflect Ellis's wishes on how he wanted his estate distributed.

¶ 18 Shawn Williamson testified that he had worked with Yates at the county highway department in 2006 and 2007, and that they had casually discussed the fact that Wilkins was drafting a will for Yates. According to Williamson, Yates said that the family was

upset with him and thought that he was "screwing them out of the farm." Yates further said that he "could have screwed them by charging them 15% for the executor's fee."

¶ 19 Helen Williams, Ellis's niece and Huelson's mother, testified that she had visited Ellis on February 16, 2007. Williams arrived at the house sometime between 11 a.m. and 12 p.m. to visit Ellis. Nottage was there, but she immediately left. Ellis appeared confused, but was able to carry on a conversation. Shortly thereafter, Yates and Connie, his wife, arrived at the house with some paperwork in a manila envelope. According to Williams, Yates handed the paperwork to Ellis and said that Ellis needed to sign the documents immediately. In response, Ellis began crying. Connie then asked Yates how they were "going to get the other boys to sign them." Yates responded, "I will take them over *** to them both to have them sign it." Yates started yelling and stomping and demanded that Ellis sign the papers. Williams then became upset and scared and walked out of the house. Later that evening, she called Ellis, but Ellis was very confused and could not talk to her. In contrast, Connie testified that she was not at Ellis's home that day.

¶ 20 Greg Inman, a neighbor of both Ellis and Yates, testified that he had witnessed the execution of the disputed will. Yates contacted Inman and requested that Inman witness the execution of Ellis's will. Around 4 p.m. on February 16, 2007, Inman went to Ellis's residence. When he arrived, Yates and Jerry Toler were waiting outside. They went inside and Ellis was the only person inside the residence. Inman explained that although he had been Ellis's neighbor for several years, Ellis did not know his name. They sat at

the kitchen table and talked with Ellis for a few minutes. Inman testified that Ellis did not appear confused and Inman did not notice anything unusual about Ellis's demeanor.

¶ 21 Regarding the execution of the will, Inman testified that Yates read parts of the will to Ellis and summarized the changes that had been made to the previous will. Ellis signed the will and the witnesses then signed the document. Shortly thereafter, Inman left and Ellis thanked him for coming to the house. Inman testified that Ellis did not appear unwilling to sign the will, no promises were made in exchange for Ellis signing the will, and no threats were made against Ellis to induce him to sign.

¶ 22 Jerry Toler, also a neighbor of both Yates and Ellis, testified that Yates contacted him and requested that Toler witness the execution of Ellis's will. Toler agreed and went to Ellis's residence. He met Yates and Ellis inside Ellis's home and the three men spoke for approximately one hour, engaging in general conversation. Toler did not notice anything unusual with Ellis. Yates read the portion of the will that had been changed to Ellis. Ellis did not appear confused or unwilling to sign the will and no promises were made to Ellis in exchange for signing the will. Also, no threats were made against Ellis to induce him to sign the will. Toler could not recall whether Nottage was present in the house.

¶ 23 Susan Nottage testified that she had worked for Ellis for 15 years as his caretaker and housekeeper. Her job duties included cleaning, cooking, mowing, laundry, washing and waxing Ellis's vehicle, and driving Ellis to doctor appointments and other errands. Ellis was on a lot of pain medication and had been taking medication for years. The medicine made him tired. Ellis had taken his usual dose of pain medication on the day

that the disputed will was executed. He was also taking antidepressant medication at that time. Ellis constantly changed doctors during his lifetime, and he made the decision as to what doctors he wanted to see.

¶ 24 Nottage testified that Ellis kept track of the hours that she worked and she wrote them down for him. Yates visited Ellis almost daily and she never observed Yates mistreat Ellis. Ellis was able to make his own decisions and it was hard to change his mind once he had determined a course of action. In 2002, Ellis drove Nottage to Mark Johnson's law office in Cape Girardeau, Missouri, to execute a will. Susan waited in the lobby while Ellis met with the attorney. After the will was executed, Ellis showed her the will and directed her to the portion of the will which left her the residential property where she resided as long as she continued to be his caregiver. She testified that she was present when the disputed will was executed. She observed Ellis sign the will and saw Inman and Toler sign as witnesses. She testified that Yates and his wife were at Ellis's home earlier that day, but that Helen Williams was not there that day.

¶ 25 After hearing all of the evidence, the trial court entered an order denying Huelson's petition to contest the will. First, the court determined that sufficient evidence was presented to show that Ellis had the requisite mental capacity to execute his February 2007 will. The court noted that Yates and Nottage testified that they believed that Ellis was of sound mind and memory on the date that the will was executed, and at all times before and after February 16, 2007. The court noted that Toler and Inman attested, by their signatures on the will, to their belief that Ellis was of sound mind and memory on the day of the will execution. The court pointed to Nottage's testimony that Ellis was

able to make his own decisions and that it was hard to change his mind once his mind was set. The court determined that Williams's testimony was inconsistent with the other witnesses and noted that Williams offered no opinion as to whether Ellis was of sound mind and memory on the date that the will was executed. The court concluded that the testimony of Joe Sullivan, Junior Roberts, Richard Roberts, Ronald Roberts, Russell Sullivan, Billie Henderson, Shawn Williamson, Connie Yates, and Mike Ellis was of "little evidentiary value for purposes of stating whether the testator was capable of executing a valid will, or for giving their opinions as to the mental condition of the testator on the day of the execution of the will."

¶ 26 Next, the trial court concluded that Huelson did not meet his burden of proving that Yates exerted such undue influence over Ellis which prevented Ellis from exercising his own free will in the disposition of his estate or which destroyed his freedom concerning the disposition of his estate and rendered his will that of another. The court concluded that the evidence did not demonstrate that Ellis was a dependent party and that Yates was the dominant party in the relationship. Although the court noted that a power of attorney had recently been executed by the parties, it found that the power of attorney was executed in conjunction with the will and that nothing in the record indicated that Yates acted in that capacity in the interim period between the execution of the power of attorney and the execution of the will. The court acknowledged that Ellis placed a great deal of trust and friendship in Yates, but it concluded that a fiduciary relationship did not exist between them. The court found while Ellis may have been "odd, eccentric, or peculiar, he was his own man." The court also noted that the testimony indicated that

"once *** Ellis'[s] mind was made up, you couldn't change it, and also that you couldn't tell *** Ellis what to do." The court found that the most compelling evidence that Ellis was not unduly influenced by Yates or was deprived of his free will or independent judgment by Yates occurred in April 2007 when Ellis "completely independent of *** Yates or anyone else, contacted and summoned several family members to his home" to discuss various issues, including the possibility of missing money. The court determined that Ellis did this on "his own free will" and that this action was "certainly inconsistent" with Huelson's theory that Yates maintained total control and influence over all of Ellis's affairs. Accordingly, the court found that the rebuttable presumption of undue influence was not raised.

¶ 27 Last, the court found that there was sufficient evidence that Ellis possessed sufficient knowledge of the contents of his February 2007 will. The court found that Ellis had directed Yates to contact Wilkins regarding the preparation of a new will, outlined the changes that would be included in the new will, and directed Yates to advise Wilkins of the changes. The court found that Yates read the changes made to the will to Ellis at his kitchen table prior to the execution of the will. The court also found that the evidence indicated that Susan Nottage drove Ellis to Missouri and waited while Ellis had his 2002 will drafted by his attorney, and that Ellis had advised Nottage of the contents of the portion of the will in which a specific bequest was made to her. Accordingly, the court denied Huelson's petition to contest the 2007 will. Huelson appeals.

¶ 28 On appeal, Huelson asserts three grounds as a basis for setting aside the will which was offered for probate. First, he asserts that at the time the will was executed, Ellis

lacked testamentary capacity. Next, he asserts that Yates exercised undue influence on Ellis in the execution of the will. Last, he contends that Ellis lacked knowledge concerning the contents of the will. Because we find that Yates exercised undue influence on Ellis in the execution of the will, we need not discuss the issues concerning Ellis's testamentary capacity and lack of knowledge regarding the contents of the will.

¶ 29 Undue influence sufficient to invalidate a will is that influence which prevents the testator from exercising his own free will in the disposition of his estate. *In re Estate of Elias*, 408 Ill. App. 3d 301, 318-19 (2011). The influence must be directly connected with the execution of the will and operate at the time that the will was made. *Schmidt v. Schwear*, 98 Ill. App. 3d 336, 342 (1981).

¶ 30 A *prima facie* case of undue influence is established where (1) a fiduciary relationship existed between the testator and a person receiving a substantial benefit under the will (compared to others who have an equal claim to testator's bounty); (2) the testator was in a dependent situation in which the substantial beneficiaries were in dominant roles; (3) the testator reposed trust and confidence in such beneficiaries; and (4) a will was prepared or procured and executed in circumstances wherein such beneficiaries were instrumental or participated. *Elias*, 408 Ill. App. 3d at 319. Once these elements are shown, the burden shifts to the proponent of the will to rebut the presumption of undue influence. *In re Estate of Mooney*, 117 Ill. App. 3d 993, 997 (1983). The amount of evidence required to rebut the presumption of undue influence is not determined by a fixed rule. *Nemeth v. Banhalmi*, 125 Ill. App. 3d 938, 960 (1984). A party may have to respond with some evidence or may have to respond with substantial

evidence. *Id.* However, courts have required clear and convincing evidence to rebut the presumption where a fiduciary relationship existed as a matter of law and have required a greater quantum of evidence where it is shown that the testator was enfeebled by age or disease. *Id.*

¶ 31 As to the fiduciary relationship, such a relationship exists as a matter of law from the relationship of the parties, such as an attorney-client relationship, or may be found to exist in a more informal relationship by the facts of the particular situation, such as a relationship where trust is reposed on one side and results in superiority and influence on the other side. *Elias*, 408 Ill. App. 3d at 319. "A power of attorney gives rise to a general fiduciary relationship between the grantor of the power and the grantee as a matter of law." *Id.*

¶ 32 Here, we conclude that the evidence was sufficient to raise a presumption of undue influence in the execution of the disputed will. Yates became Ellis's fiduciary under the power of attorney for property that was executed on February 15, 2007. The power of attorney granted broad powers to Yates to handle and dispose of Ellis's real and personal property. "If a petitioner shows that a fiduciary relationship exists, any transaction between parties in which the agent profits is typically presumed to be fraudulent and the agent has the burden of proving by clear and convincing evidence that the transaction was fair and equitable and did not result from the agent's undue influence over the principal." (Internal quotation marks omitted.) *Elias*, 408 Ill. App. 3d at 319. Although the circuit court determined that the power of attorney did not establish a fiduciary relationship because it was executed in conjunction with the will, we note that the execution of the

will was a transaction that occurred between Ellis and Yates in which Yates benefitted and that this transaction occurred after the power of attorney was executed. Thus, we conclude that a fiduciary relationship existed between the parties by the execution of the general power of attorney.

¶ 33 With regard to the remaining elements to establish a *prima facie* case of undue influence, the evidence indicated that Yates was the dominant party whom Ellis trusted to assist him with handling his financial affairs as well as many of the affairs of his day-to-day existence. The evidence revealed that Ellis was illiterate and therefore relied on Yates to read and interpret documents. The evidence also revealed that Ellis could not write and relied on Yates to write out checks for the payment of his bills. Ellis relied on Yates for transportation to various appointments and for errands. The evidence also indicated that Ellis was regularly taking pain medication that resulted in his being confused and drowsy during the time period surrounding the will execution. Further, several witnesses, including Yates, testified that Ellis suffered from delusions and that Ellis's health had been "going downhill." The evidence further indicated that Yates held a position of trust and confidence with Ellis for more than 25 years. Also, Yates received a substantial benefit under the will as he received approximately 190 acres of farmland for $100,000 when the testimony revealed that 120 acres of that farmland was worth approximately $300,000.

¶ 34 Further, the will was procured and executed under circumstances wherein Yates was more than a participant. Yates suggested to Ellis that the provision concerning the farm be included in the will after Ellis offered to sell him the farm. Yates then contacted

Wilkins to prepare a will for Ellis. Yates met with the attorney to discuss the terms of the will. Ellis never talked to the attorney. Yates picked up the will from the attorney's office and transported it to Ellis's home to be executed. He then contacted the witnesses, who were his neighbors and friends, and had them meet him at Ellis's home for the will execution. Yates did not read the entire will to Ellis and instead explained any additions that had been made from a previous will. After the will was executed, Yates stored the will in his safe. Accordingly, we conclude that the evidence was sufficient to raise the presumption of undue influence.

¶ 35 With the presumption of undue influence raised, the burden of producing evidence to rebut the presumption shifted to Yates. We find that Yates did not meet the burden in this case. There is no evidence that Ellis received any independent advice in the preparation of the disputed will. The only person who had contact with the attorney while the will was being prepared was Yates. Ellis had no contact with Wilkins. Wilkins testified that he had explained the requirements of executing a will to Yates and presented Yates with the following three methods to get the will executed: having Ellis come to Wilkins's office; Wilkins going to Ellis's home with witnesses; or Yates taking the will to Ellis's residence without the presence of Wilkins. Wilkins testified that there was some concern that Ellis would have trouble with the stairs at his office and therefore Yates determined that it would be easier to take the will to Ellis. However, despite Wilkins's offer to go to Ellis's residence, Yates chose not to have the attorney accompany him to the house. Instead, Yates determined that he would take the will to Ellis's residence and make sure that it was properly executed.

¶ 36 Also, the evidence indicated that the witnesses, Toler and Inman, did not witness the execution of the will at the request of Ellis. Yates contacted the witnesses and organized the execution of the will. Toler and Inman testified that Yates contacted them to come to Ellis's home to witness the signing of the will. "Mere proof of the due and legal execution of a will is not sufficient to rebut the presumption of undue influence once raised." *Mooney*, 117 Ill. App. 3d at 998. The only evidence offered to rebut the presumption of undue influence was Yates's self-serving testimony that he was following Ellis's directions in procuring the disputed will. Thus, we conclude that Yates has failed to offer sufficient evidence to rebut the presumption of undue influence. Accordingly, we reverse the trial court's order denying Huelson's petition to contest the will and remand to the trial court for further proceedings.

¶ 37 For the foregoing reasons the judgment of the circuit court of Union County is hereby reversed and remanded for further proceedings.

¶ 38 Reversed and remanded for further proceedings.