

THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

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Appeal from Chester County  
Court of Common Pleas  
Brooks P. Goldsmith, Circuit Court Judge

---

Case Number 2011-CP-12-0291

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Robert H. Breakfield, as attorney-in-fact . . . . Respondent,

v.

Mell Woods . . . . . Appellant.

---

RECORD ON APPEAL

Court of Appeals Number: 2012 212318

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Vol. II, pp. 499-790.

Mell Woods  
P.O. Box 2603  
Lancaster, SC 29721

RECEIVED  
JUN 03 2013  
SC COURT OF APPEALS

Moses Koon & Brackett, PC  
C/O B. Michael Brackett  
P.O. Box 100261  
Columbia, SC 29202

**OFFICE OF THE PROBATE COURT  
CHESTER COUNTY  
PO DRAWER 580**

**CHESTER, SC 29706**

**CASE# :** 2008ES1200297

**ESTATE OF:** REBA PETTIT HINSON,

**Payor:** ROBERT HAROLD BREAKFIELD

**Receipt Number:** 3443

**Officer:** DIANNE

**Cash or Check# :** 2058

**Date of Receipt:** 01/29/2010

**TOTAL FEES:** \$5.50

**PAYMENTS:** \$5.50

**ENDING BALANCE:** \$0.00

**ACCOUNT:**

**COMMENTS:**

STATE OF SOUTH CAROLINA

PROBATE COURT

COUNTY OF CHESTER

IN THE MATTER OF ESTATE OF REBA HINSON

CASE NUMBER 2008 ES 1200 297

PROPOSAL FOR DISTRIBUTION

Personal Representative(s): Robert H. Breakfield, Esq.

| Name and Address of Distributee                 | Amount or Item                                          |
|-------------------------------------------------|---------------------------------------------------------|
| Lois Hinson – (SEE ATTACHED LIST FOR ADDRESSES) | \$76,162.85 – Cash                                      |
| John C. Hinson                                  | \$76,162.87 – Cash                                      |
| Kathy Huffstickle                               | \$15,511.43 – Cash; an Acct. Receivable for \$60,651.42 |
| Darrell W. Hinson                               | \$9,520.35 – Cash                                       |
| E/O Linda Stanford                              | \$9,520.35 – Cash                                       |
| Elaine H. Hensley                               | \$9,520.35 – Cash                                       |
| William C. Hinson, Jr.                          | \$9,520.35 – Cash                                       |
| Robert H. Hinson                                | \$9,520.35 – Cash                                       |
| Charles J. Hinson                               | \$9,520.35 – Cash                                       |
| John D. Hinson                                  | \$9,520.35 – Cash                                       |
| William L. Hinson                               | \$9,520.35                                              |

LOIS H. RODDEY  
JUDGE OF PROBATE  
2010 JAN 27 P 12:23  
PROBATE COURT  
CHESTER COUNTY, S.C.

Executed this 21<sup>st</sup> day of December, 2009.

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone (O): \_\_\_\_\_  
(H): \_\_\_\_\_

Signature: Robert H. Breakfield  
Name: Robert H. Breakfield  
Address: PO Box 36061  
Rock Hill, SC 29732  
Telephone (O): \_\_\_\_\_  
(H): \_\_\_\_\_

Lois Hinson  
1399 Beaver Dam Rd.  
Richburg, SC 29729

Kathy H. Huffstickle  
5715 Lake View Cr.  
Fort Lawn, SC 29714

John C. Hinson  
1563 Hinton Dr.  
Great Falls, SC 29055

---

William L. Hinson  
611 Hughes Street  
Sanford, NC 27330

John D. Hinson  
1683 Poorboy Road  
Great Falls, SC 29055

Charles J. Hinson  
237 Laura, Lot 21  
Florence, SC 29506

Robert H. Hinson  
P.O. Box 72  
McConnells, SC 29726

William C. Hinson, Jr.  
118 Nella Street  
Chester, SC 29706

Elaine H. Hensley  
6 Church Street  
Great Falls, SC 29055

E/O Linda H. Stanford  
6969 Snowy Owl Rd.  
Kershaw, SC 29067

Darrell W. Hinson  
PO Box 163  
Fort Lawn, SC 29714

LOIS H. RODDEY  
JUDGE OF PROBATE  
200 JAN 27 P. 12:23  
CHESTER COUNTY, S.C.

STATE OF SOUTH CAROLINA

PROBATE COURT

COUNTY OF CHESTER

THE MATTER OF REBA P. HINSON

CASE NUMBER: 2008ES1200297

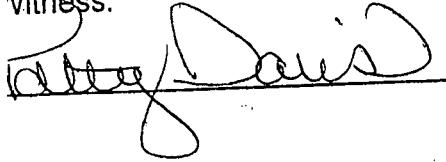
RECEIPT

The undersigned hereby acknowledges receipt from the Personal Representative in this matter of the following property:

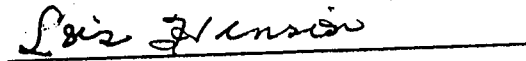
A distribution check from the Estate in the amount of \$76,162.85.

Executed this 28<sup>th</sup> day of December, 2009.

Witness:



Beneficiary:

  
Lois Hinson

LOIS H. RODDEY  
JUDGE OF PROBATE  
2010 JAN 27 P 12:23  
FEB 24 2010  
CHESTER CO. REC

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHESTER )

IN THE PROBATE COURT  
FOR CHESTER COUNTY

Estate of Reba P. Hinson  
2008-ES-1200-297

LOIS H. RODDEY  
JUDGE OF PROBATE  
2008 JAN 27 P 12 23  
CLERK OF COURT

This agreement between Robert H. Breakfield, Personal Representative of Estate of Reba P. Hinson, and Kathy H. Huffstickle resolves the matter of certain funds removed by Kathy H. Huffstickle from the bank account of Reba P. Hinson on or about December 28, 2006 in the amount of \$260,651.42.

In exchange for the estate electing not to pursue a claim against Kathy H. Huffstickle for interest earned on \$260,651.42 from December 28, 2006 to July 27, 2009 and to not pursue the bank interest penalty forfeiture on funds that were removed from the accounts of Reba P. Hinson on December 28, 2006 by Kathy H. Huffstickle, Kathy H. Huffstickle has paid over to the estate the sum of \$200,000.00. In addition, the estate will hold an account receivable in the amount of \$60,651.42 from Kathy H. Huffstickle which shall be subtracted from her share of the Hinson estate. Therefore, upon the closing of the Hinson estate and the distribution of assets to the estate beneficiaries in lieu of the first \$60,651.42 that is distributable to Kathy H. Huffstickle, the receivable will be reduced dollar for dollar until the receivable is extinguished. Thereafter, Kathy H. Huffstickle shall receive her probate share of the estate distribution.

Executed this 27 day of July, 2009.

Witnesses

Patricia Davis

Kelly S. Sumwalt

Patricia Davis

Kelly S. Sumwalt

Kathy Huffstickle

Kathy H. Huffstickle  
Beneficiary

Robert H. Breakfield

Robert H. Breakfield  
Personal Representative of  
Estate of Reba P. Hinson

Robert H. Breakfield  
Personal Representative  
12/22/09

STATE OF SOUTH CAROLINA )

COUNTY OF: LANCASTER )

IN THE MATTER OF: LINDA HINSON )  
STANFORD )

IN THE PROBATE COURT

**CERTIFICATE OF APPOINTMENT**

CASE NUMBER: 2010ES2900006

This is to certify that

GEORGE W. STANFORD, SR

is/are the duly qualified



PERSONAL REPRESENTATIVE



GUARDIAN



CONSERVATOR



TRUSTEE

in the above matter and that this appointment, having been executed on the 7th day of January, 2010, is now in full force and effect, including authorization to receive all monies, income, principal, interest & dividends of and belonging to said estate.

**RESTRICTIONS:**

NONE

Executed this 7th day of January, 2010.

LOIS H. RODDEY  
JUDGE OF PROBATE  
2010 JAN 27 PM 12:23  
CLERK OF PROBATE COURT  
LANCASTER COUNTY, S.C.

*Sandra S. Estridge*

SANDRA S. ESTRIDGE, Probate Court Judge

Do not accept a copy of this certificate without the raised seal of the Probate Court.

STATE OF SOUTH CAROLINA  
COUNTY OF CHESTER

IN THE MATTER OF REBA PETTIT HINSON

IN THE PROBATE COURT  
CERTIFICATE OF APPOINTMENT

CASE NUMBER: 2008ES1200297

This is to certify that  
ROBERT HAROLD BREAKFIELD

is/are the duly qualified

- ☒ PERSONAL REPRESENTATIVE  
☐ GUARDIAN  
☐ CONSERVATOR  
☐ TRUSTEE

In the above matter and that this appointment, having been executed on the 18th day of February, 2009 is now in full force and effect, including authorization to receive all monies, income, principal, interest & dividends of and belonging to said estate.

RESTRICTIONS: NONE.

Executed this 18th day of February, 2009

Do not accept a copy of this certificate without  
the raised seal of the Probate Court.

Loish H. Roddey  
LOISH H. RODDEY, JUDGE OF PROBATE

STATE OF SOUTH CAROLINA

COUNTY OF CHESTER

IN THE MATTER OF ESTATE OF REBA HINSON

CASE NUMBER 2008ES1200297

PROBATE COURT

## PROOF OF DELIVERY

On the 21<sup>st</sup> day of December, 2009, I mailed or delivered an Estate distribution check,

a copy of which is attached hereto and incorporated herein, by the following method (check appropriate box):

- ☒ personal delivery  
☒ ordinary first class mail  
☐ certified mail  
☐ registered mail

to each of the following persons at the address shown:

NAME  
SEE ATTACHED LIST

ADDRESS

SWORN to before me this 21 day of  
December, 2009

Kelly S. Sumwalt  
Notary Public for South Carolina  
My Commission Expires: 1-16-2019

Signature: Patricia Davis

Name: Patricia Davis

Address: C/O Robert H. Breakfield

P.O. Box 36061, Rock Hill, SC 29732

Telephone(O): (803) 329-4920

(H): \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone(O): \_\_\_\_\_

(H): \_\_\_\_\_

STATE OF SOUTH CAROLINA

COUNTY OF: Chester

IN THE MATTER OF: Reba P. Hinson

IN THE PROBATE COURT

STATEMENT OF CREDITOR'S CLAIM

CASE NUMBER: \_\_\_\_\_

Decedent's Date of Death (if known): 1-3-07

Decedent's Last Mailing Address: 1414 Catawba River Rd; Fort Lawn, SC 29714

Creditor: Lancaster Convalescent Center

Address: PO Box 1749

Lancaster, SC 29721

Telephone: 803-285-7907

Basis of claim:

Net charges for Reba Hinson as agreed.

Amount of claim \$ 962.00

Date claim will become due (if not already due): already due, 20\_\_\_\_

Nature of uncertainty as to amount of claim and due date, if any:

Description of any security as to claim:

Signature: Donna B. Kyle

Title: Business Office Mgr

Date: 3-14-07

**INSTRUCTIONS:** Claims must be filed with the Probate Court of this county and delivered or mailed to the Personal Representative appointed to administer the estate (see section 62-3-803, 62-3-804, and 62-3-806 on next page.)



*Chester County, South Carolina*

LOIS H. RODDEY, JUDGE OF PROBATE  
POST OFFICE DRAWER 580  
CHESTER, SOUTH CAROLINA 29706

January 25, 2008

Mr. James W. Boyd  
Attorney at Law  
Post Office Box 36425  
Rock Hill, SC 29732

In Re: Estate of Reba P. Hinson

Dear Mr. Boyd:

Regarding the above referenced matter, please find enclosed Notice of Hearing to Kathy Huffstickle and James W. Boyd, Attorney.

Yours truly,

*Lois H. Roddey*

Lois H. Roddey  
Judge of Probate

LHR/sfw

508

Ned Gregory, II

**GREGORY & GREGORY<sup>SM</sup>**  
ATTORNEYS AT LAW

Post Office Box 967  
210 West Meeting Street  
Lancaster, South Carolina 29721-0967  
Telephone (803) 283-3324  
Fax Line (803) 283-3326  
E-Mail: [ngregory@comporium.net](mailto:ngregory@comporium.net)

Toy R. Gregory, Sr.  
(1899 - 1973)  
Ned Gregory, Sr.  
(1903 - 1985)

January 11, 2009

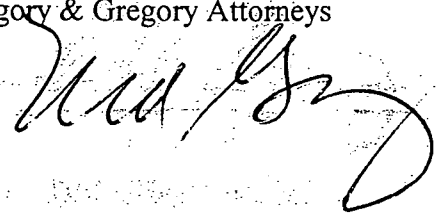
Chester County Probate Court  
Post Office Drawer 580  
Chester, SC 29706-0580

RE: Estate of Reba Pettit Hinson

In regards to the above captioned case, enclosed please find an original and a copy of the Proof of Delivery. Once this has been recorded please return copy to us in the provided self addressed stamped envelope.

Yours very truly,

Gregory & Gregory Attorneys

By: 

NGII/law  
enclosure

LOIS H. RODDEY  
JUDGE OF PROBATE  
2009 JAN 14 A 11:44  
PROBATE COURT  
CHESTER COUNTY S.C.

509

*Returned checked copy 1-14-09*

STATE OF SOUTH CAROLINA  
COUNTY OF CHESTER

PROBATE COURT

IN THE MATTER OF REBA PETTIT HINSON

CASE NUMBER 2008-ES-12-00297

PROOF OF DELIVERY

On the 9<sup>th</sup> day of January, 2009 I mailed or delivered a copy of Petition for Appointment, a copy of which is attached hereto and incorporated herein, by the following method (check appropriate box):

- ☐ personal delivery  
☒ ordinary first class mail  
☐ certified mail  
☐ registered mail

LOIS H. RODDEY  
JUDGE OF PROBATE  
2009 JAN 14 A 11:44  
PROBATE COURT  
CHESTER COUNTY S.C.

to each of the following persons at the addresses shown:

|                            |                         |                       |
|----------------------------|-------------------------|-----------------------|
| Lois Hinson                | 1414 Catawba River Road | Fort Lawn, SC 29714   |
| Kathy Hinson Huffstickle   | 5715 Lake View Circle   | Fort Lawn, SC 29714   |
| John Calhoun Hinson        | 1563 Hinton Drive       | Great Falls, SC 29055 |
| William Levy Hinson        | 909 Stone Oak Court     | Sanford, NC 27330     |
| John Daniel Hinson         | 5621 Footlose Road      | Fort Lawn, SC 29714   |
| Charles Jerry Hinson       | 237 Laura Lot 21        | Florence, SC 29506    |
| Robert Harold Hinson       | Post Office Box 72      | McConnells, SC 29706  |
| William Calvin Hinson, Jr. | 118 Nella Street        | Chester, SC 29706     |
| Etta Elaine H. Hensley     | 6 Church Street         | Great Falls, SC 29055 |
| Linda Kay H. Stanford      | 6969 Snowy Owl Road     | Kershaw, SC 29067     |
| Darrell Wayne Hinson       | Post Office Box 163     | Fort Lawn, SC 29714   |

SWORN to before me this 9<sup>th</sup> day of  
January, 2009

Signature Ned Gregory, II

Name Ned Gregory, II

Address: Post Office Box 967

Lancaster, SC 29721-0967

Telephone (O) (803) 283-3324

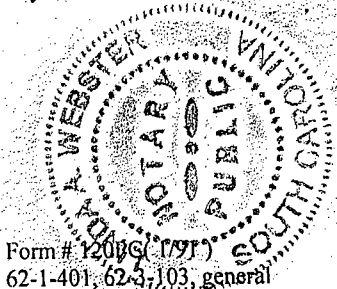
Signature \_\_\_\_\_

Name \_\_\_\_\_

Address: \_\_\_\_\_

Telephone (O) \_\_\_\_\_  
(H) \_\_\_\_\_

Linda A. Webster  
Notary Public for South Carolina  
My Commission Expires: 8/31/2014



Ned Gregory, II

**GREGORY & GREGORY<sup>SM</sup>**  
ATTORNEYS AT LAW

Post Office Box 967  
210 West Meeting Street  
Lancaster, South Carolina 29721-0967  
Telephone (803) 283-3324  
Fax Line (803) 283-3326  
E-Mail: [ngregory@comporium.net](mailto:ngregory@comporium.net)

Toy R. Gregory, Sr.  
(1899 - 1973)  
Ned Gregory, Sr.  
(1903 - 1985)

December 1, 2008

Judge Lois H. Roddey  
Post Office Box 580  
Chester, SC 29706

RE: Estate of Reba Pettit Hinson

Dear Judge Roddey,

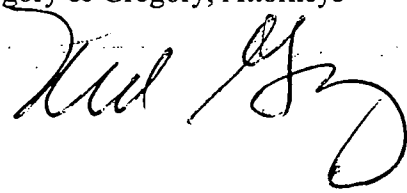
Enclosed please find the original and one copy of the Petition of Robert Harold Breakfield, Esq. for Appointment of Personal Representative in the above captioned estate.

Please file in your Court and have the copy conformed and returned in the self-addressed stamped envelope.

Please advise how you wish to proceed.

Yours very truly,

Gregory & Gregory, Attorneys

By: 

NGII/law  
enclosure  
cc. Robert Harold Breakfield, Esq.  
Lois Hinson

LOIS H. RODDEY  
JUDGE OF PROBATE  
2008 DEC 15 PM 4:09  
PROBATE COURT  
CHESTER COUNTY S.C.

# GREGORY & GREGORY<sup>SM</sup>

ATTORNEYS AT LAW

Post Office Box 967  
210 West Meeting Street  
Lancaster, South Carolina 29721-0967  
Telephone (803) 283-3324  
Fax Line (803) 283-3326  
E-Mail: [ngregory@comprol.com](mailto:ngregory@comprol.com)

Toy R. Gregory, Sr.  
(1899 - 1973)  
Ned Gregory, Sr.  
(1903 - 1985)

September 4, 2008

Chester County Probate Court  
Post Office Drawer 580  
Chester, SC 29706-0580

RE: Estate of Reba Pettit Hinson

I understand that on June 19, 2008, James W. Boyd, Esq. notified via fax Steedley J. Bogan, Esq., Bruce M. Poore, Esq., and the undersigned regarding the proposed appointment of John Gettys, Esq. as Personal Representative of the above captioned estate and that, after receiving no response, sent a follow up fax on August 26, 2008.

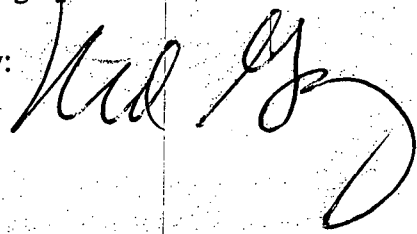
While my client neither agrees with nor opposes the appointment of Gettys, Robert Harold Brakefield, Esq. of the Rock Hill Bar has consented to serve as Personal Representative and is hereby submitted to the Probate Court for its consideration. Mr. Brakefield's phone number is (803) 329-4920.

I personally believe that Mr. Brakefield would make an excellent choice as Personal Representative of the Estate of Reba P. Hinson, would act promptly and serve efficiently. Therefore, by way of copies hereof to the noted attorneys, I am requesting that responses be made to the Probate Court by September 15, 2008; otherwise, I hereby request that Mr. Brakefield be appointed by the Probate Court.

P.S. Mr. Boyd has confirmed by phone conversation on September 4, 2008 that he has no objection with appointment of Mr. Brakefield.

Yours very truly,

Gregory & Gregory Attorneys

By: 

NGII/law

cc. Lois Hinson  
Steedley J. Bogan, Esq.  
James W. Boyd, Esq.  
Bruce M. Poore, Esq.

STATE OF SOUTH CAROLINA  
COUNTY OF CHESTER

IN THE MATTER OF REBA PETTIT HINSON

IN THE PROBATE COURT  
FIDUCIARY LETTERS

CASE NUMBER: 2008ES1200297

Recorded- Book C  
Page 8

- ☒ PERSONAL REPRESENTATIVE  
☐ GUARDIANSHIP  
☐ CONSERVATORSHIP  
☐ TRUSTEESHIP  
☐ \_\_\_\_\_

On the 18th day of February, 2009

ROBERT HAROLD BREAKFIELD

was/were appointed and qualified as Fiduciary(ies) of the above matter by this court, with all the authority granted to a fiduciary by law.

NOW, THEREFORE, LETTERS are issued, as evidence of such appointment, qualification, and authority of the abovesigned fiduciary(ies) to do and perform all acts which may be authorized by law.

**RESTRICTIONS:**

NONE.

Executed this 18th day of February, 2009

Do not accept a copy of this certificate without  
the raised seal of the Probate Court.

Lois H. Roddey  
LOIS H. RODDEY, JUDGE OF PROBATE

STATE OF SOUTH CAROLINA

COUNTY OF: CHESTER

IN THE MATTER OF: REBA P. HINSON

IN THE PROBATE COURT

NOTICE OF: HEARING

CASE NUMBER:

TO: KATHY HUFFSTICKLE AND JAMES W. BOYD, ATTORNEY.

DATE: FEBRUARY 28, 2008

TIME: 2:00 PM

PLACE: CHESTER COUNTY PROBATE COURT, 1476 J. A. COCHRAN BY-PASS, CHESTER, SC

DESCRIPTION OF ATTACHED PLEADINGS (example: petition for formal appointment, filing of bond, hearing to determine heirs, etc.):

TO APPOINT A PERSONAL REPRESENTATIVE OR CO-PERSONAL REPRESENTATIVES FOR THE ESTATE OF REBA P. HINSON.

Executed this 25th day of January 2008.

Lois H. Roddey  
LOIS H. RODDEY, JUDGE OF PROBATE

IF TRANSCRIPT OF HEARING IS DESIRED, YOU WILL NEED TO ARRANGE FOR A COURT REPORTER.

2-18-2010

Per Judge Gettys -  
Original Private Last  
Will dated April 5,  
2003 is in safe

Recently private Last Will  
as of April 5-2003

Last Will and Testament of Reba  
Pettit Hinson

1. I will and direct that my  
Executor hereinafter shall from  
first money coming into their hands  
from my estate pay all my just debts  
if any doctors, hospital, and burial  
as soon as possible. After he or she  
is qualified. The cash if any  
will be divided equal between my  
four children name 1. Lois S. Huffer  
Rathy E. Hufferstickle, John C. Hinson  
William C. Hinson - Heirs (he is deceased)

at my death I bequest to my  
daughter Lois S. Huffer Certificate  
at Spratts Bank in Chester, S.C.  
to be given at my death to be put in  
trust fund. <sup>she will not have a income</sup> Why she has no land  
bordering the river except one small  
area. <sup>she will</sup> She bequests Track #4  
which is the home stead. The land  
was given to me by my father & mother  
Sufford Pettit and Hattie Pettit. I  
my self bought my sister part and my

the other children name C. Hain will inherit track #4  
Rathy, John, William,  
2-2-3 track of land of L. H. Hinson

LOIS H. HUFFER  
JUDGE OF PROBATE  
200 JAMES A. HOU  
PROBATE CLERK  
CHESTER COUNTY

brothers part I Reba P Hinson paid for it with my money.

also I ask that all household goods stay in my house until Lois S. Hiffin death to be divided between the four children or their heirs, Name <sup>Lois</sup> S Hiffin heirs, Kathy Huffstickle, John C Hinson William C Hinson (deceased) heirs

At my death I will to Lois Hiffin my automobile, my rings, watch, cell jewelry.

As for land that was willed to me my life time by Levie Hoyt Hinson my husband as follows

1. Lot # 1 Kathy Huffstickle
2. Lot # 2 John C Hinson
3. Lot # 3 William C Hinson (deceased) his heirs.

Levie Hoyt Hinson desire was for Lois S Hinson to have track number 4 which is the homestead and the land that is in Reba P Hinson only. track # 4.



*Chester County, South Carolina*

LOIS H. RODDEY, JUDGE OF PROBATE  
POST OFFICE DRAWER 580  
CHESTER, SOUTH CAROLINA 29706

---

January 25, 2008

Mr. Ned Gregory, II  
Gregory & Gregory  
Attorneys at Law  
Post Office Box 967  
Lancaster, SC 29721

In Re: Estate of Reba P. Hinson

Dear Mr. Gregory:

Regarding the above referenced matter, please find enclosed Notice of Hearing to Lois Hinson Griffin and Ned Gregory, II, Attorney.

Yours truly,

*Lois H. Roddey*  
Lois H. Roddey  
Judge of Probate

LHR/sfw

517

STATE OF SOUTH CAROLINA

COUNTY OF: CHESTER

IN THE MATTER OF: REBA P. HINSON

IN THE PROBATE COURT

NOTICE OF: HEARING

CASE NUMBER:

TO: LOIS HINSON GRIFFIN AND NED GREGORY, II, ATTORNEY.

DATE: FEBRUARY 28, 2008

TIME: 2:00 PM

PLACE: CHESTER COUNTY PROBATE COURT, 1476 J. A. COCHRAN BY-PASS, CHESTER, SC

DESCRIPTION OF ATTACHED PLEADINGS (example: petition for formal appointment, filing of bond, hearing to determine heirs, etc.):

TO APPOINT A PERSONAL REPRESENTATIVE OR CO-PERSONAL REPRESENTATIVES FOR THE ESTATE OF REBA P. HINSON.

Executed this 25th day of January 2008.

*Lois H. Roddey*

LOIS H. RODDEY, JUDGE OF PROBATE

IF TRANSCRIPT OF HEARING IS DESIRED, YOU WILL NEED TO ARRANGE FOR A COURT REPORTER.



*Chester County, South Carolina*

LOIS H. RODDEY, JUDGE OF PROBATE  
POST OFFICE DRAWER 580  
CHESTER, SOUTH CAROLINA 29706

---

January 25, 2008

Mr. John C. Hinson  
1563 Hinton Road  
Great Falls, SC 29055

In Re: Estate of Reba P. Hinson

Dear Mr. Hinson:

Regarding the above referenced matter, please find enclosed Notice of Hearing scheduled for February 28, 2008 at 2:00 PM.

Yours truly,

*Lois H. Roddey*  
Lois H. Roddey  
Judge of Probate

LHR/sfw

519

STATE OF SOUTH CAROLINA

COUNTY OF: CHESTER

IN THE MATTER OF: REBA P. HINSON

IN THE PROBATE COURT

NOTICE OF: HEARING

CASE NUMBER:

TO: JOHN C. HINSON

DATE: FEBRUARY 28, 2008

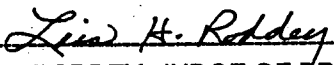
TIME: 2:00 PM

PLACE: CHESTER COUNTY PROBATE COURT, 1476 J. A. COCHRAN BY-PASS, CHESTER, SC

DESCRIPTION OF ATTACHED PLEADINGS (example: petition for formal appointment, filing of bond, hearing to determine heirs, etc.):

TO APPOINT A PERSONAL REPRESENTATIVE OR CO-PERSONAL REPRESENTATIVES FOR THE ESTATE OF REBA P. HINSON.

Executed this 25th day of January 2008.

  
LOIS H. RODDEY, JUDGE OF PROBATE

Ned Gregory, II

**GREGORY & GREGORY<sup>SM</sup>**  
ATTORNEYS AT LAW

Post Office Box 967  
210 West Meeting Street  
Lancaster, South Carolina 29721-0967  
Telephone (803) 283-3324  
Fax Line (803) 283-3326  
E-Mail: [ngregory@infoav.com](mailto:ngregory@infoav.com)

Toy R. Gregory, S  
(1899 - 1973)  
Ned Gregory, Sr.  
(1903 - 1985)

March 15, 2007

via facsimile (803) 581-5180

Chester County Probate Court  
Honorable Lois H. Roddey  
Post Office Box 580  
Chester, SC 29706

RE: Estate of Reba P. Hinson

Dear Judge Roddey,

Please be advised, that I have been retained by Lois H. Griffin to represent her in the above captioned case. I have prepared an Application for Appointment for her to submit to the Court for filing and in that regard, please accept this letter as a formal request for a hearing to appoint the Personal Representative in this case.

*Lois Griffin  
Wants you to wait  
until next week  
to set date for  
hearing on Petition  
if you can.*

3-20-07

*Put in vault  
Per Judge*

4-4-07

Yours very truly,

Gregory & Gregory Attorneys

By:

*[Handwritten signature]*

II

*Will be scheduling  
hearing next week &  
will notify you by  
letter*

*Renunciations need to  
be signed by one not  
serving as P.R.*

521

March 15, 2007

Lois Hinson Griffin and her daughter left these papers – they were told they needed to file the original and have copies clocked (clocked copies of course given back to them)

Shortly thereafter daughter returned asking if she could please check information to make sure it is correct as to names and addresses of heirs which I allowed her to do. I then inquired as to an attorney representing them and she said that would be Gregory and Gregory, Lancaster, SC.

I told them they would need to call back this afternoon for further instructions.

STATE OF SOUTH CAROLINA

COUNTY OF: CHESTER

IN THE MATTER OF: Reba Pettit Hinson

IN THE PROBATE COURT

CASE NUMBER:

APPLICATION FOR

INFORMAL

- ☒ PROBATE OF WILL  
☒ APPOINTMENT

(check any that apply)

PETITION FOR

FORMAL

- ☒ TESTACY  
☒ APPOINTMENT

Applicant/Petitioner: Lois Hinson Griffin

Address: 1414 Catawba River Road

Telephone: Fort Lawn, South Carolina 29714

I. ALL APPLICANTS/PETITIONERS MUST COMPLETE THIS SECTION.

1. Give your relationship to the decedent, if any, and your interest in this proceeding.

As Decedent's oldest daughter. I am interested in processing the Estate according to the wishes of my mother.

2. Decedent Information

Name: Reba Pettit Hinson

Social Security Number: [REDACTED]

Date of Birth: July 3, 1915

Date of Death: January 3, 2007

Age at date of death: 91

Domicile at date of death: Chester South Carolina  
(county) (state)

3. Venue for this proceeding is proper in this county because:

- ☒ Decedent was domiciled in this county at date of death.  
☐ Decedent was not domiciled in South Carolina, but property of Decedent was located in this county at date of death.  
☐ Decedent has a right to take legal action in this county because:

- 4.a. Names and addresses of devisees in the will including dates of birth of minors. If there are no minors, so state.

| Name                     | Date of Birth | Address                                 | Relationship to Decedent |
|--------------------------|---------------|-----------------------------------------|--------------------------|
| Lois Hinson Griffin      | 4-14-33       | 1414 Catawba Street, Ft. Lawn, SC 29714 | daughter                 |
| Kathy Hinson Huffstickle | 12-4-52       | 5715 Lake View Cir., Ft. Lawn, SC 29714 | daughter                 |
| John Calhoun Hinson      | 5-9-28        | 1563 Hinton Dr., Great Falls, SC 29055  | son                      |
| William Levie Hinson     | 3-19-47       | 909 Stone Oak Court, Sanford, NC 27330  | grandson                 |

(use additional sheet if necessary)

Estate of Reba Pettit Hinson

Cont.

4.a.

| <u>Name</u>               | <u>Date of Birth</u> | <u>Address</u>                         | <u>Relationship</u> |
|---------------------------|----------------------|----------------------------------------|---------------------|
| John Daniel Hinson        | 4-19-48              | 56 Foot Loose Road, Ft. Lawn, SC 29714 | grandson            |
| Charles Jerry Hinson      | 12-20-49             | 237 Laurell Lot 21, Florence, SC 29506 | grandson            |
| Robert Harold Hinson      | 12-3-50              | PO Box 72, McConnells, SC 29726        | grandson            |
| Michael Dennis Hinson     | 4-3-52               | Deceased 4-17-52                       | grandson            |
| William Calvin Hinson, Jr | 7-17-53              | 118 Nella St., Chester, SC 29706       | grandson            |
| Etta Elaine H. Hensley    | 7-31-54              | 6 Church St., Great Falls, SC 29055    | granddaughter       |
| Linda Kay H. Stanford     | 2-6-56               | PO Box 271, Lancaster, SC 29721        | granddaughter       |
| Darrell Wayne Hinson      | 4-5-61               | PO Box 163, Fort Lawn, SC 29714        | grandson            |

- 4.b. Names and addresses of intestate heirs who are not devisees, including dates of birth of minors. If there are no minors, so state. Intestate heirs are the persons who would inherit if the decedent left no will.

| Name | Date of Birth | Address | Relationship to Decedent |
|------|---------------|---------|--------------------------|
| None |               |         |                          |
|      |               |         |                          |
|      |               |         |                          |
|      |               |         |                          |

(use additional sheet if necessary)

5. Did decedent have any change of marital status or the birth or adoption of any children after execution of this will, if one exists, or has any child of the decedent been born since his death, or is any birth of a child of the decedent anticipated? (This includes illegitimate children.)
- ☒ NO ☐ YES If yes, please explain, on page 3.
6. To the best of your knowledge, was the decedent a patient in a South Carolina Mental Health facility during his/her lifetime?
- ☒ NO ☐ YES If yes, please explain, on page 3.
7. Has a guardian or conservator ever been appointed for this person?
- ☒ NO ☐ YES If yes, please explain on page 3.
8. Has a personal representative of the decedent been appointed prior to this date by a Court in this state or elsewhere?
- ☒ NO ☐ YES If yes, please state details, including name and address of such Personal Representative on page 3.
9. Have you received or are you aware of any demands for notice of any probate or appointment proceeding concerning the decedent that may have been filed in this state or elsewhere?
- ☒ NO ☐ YES If yes, please state details, including names and addresses of such Personal Representative, on page 3.
10. Have more than ten years passed since the decedent's death?
- ☒ NO ☐ YES If yes, please state circumstances authorizing tardy probate on page 3.
11. The decedent died with a personal estate of about the value of \$308,000.00 and real estate of about the value of N/A. (A full inventory and appraisal, Form #350PC, must be filed within 90 days.) If decedent was non-resident, please attach South Carolina Commission form ET 101.
12. After the exercise of reasonable diligence, are you aware of any unrevoked will and/or codicil(s), other than the one(s) attached hereto, relating to property in this State?
- ☒ NO ☐ YES If yes, please explain on page 3 and then proceed to Section II.

IF A WILL EXISTS, PLEASE COMPLETE THIS SECTION.

1. Regarding the decedent's will:

- ☐ The original is attached
- ☒ The original is in the Court's possession
- ☐ An authenticated copy of a will probated in another jurisdiction is attached
- ☐ An authenticated copy of a will not probated in another jurisdiction is attached
- ☐ The will is lost, destroyed, or otherwise unavailable, however, a description of its contents is attached

2. Do you believe, to the best of your knowledge, the will described above was validly executed?

- ☒ Yes      ☐ NO If no, please explain on page 3.

3. The date of execution of the will was: June 23, 1998  
codicil(s): N/A

4. Are you aware of any instrument or document amending or revoking the will?

- ☒ NO      ☐ YES If yes, please explain on page 3.

5. Have you exercised reasonable diligence to determine there is no instrument or document revoking the will?

- ☒ YES      ☐ NO If no, please explain on page 3.

6. Do you believe the will defined in "1" above is the decedent's last will?

- ☒ YES      ☐ NO If no, please explain on page 3.

COMPLETE EXPLANATION (S) FOR QUESTIONS IN SECTIONS I and II HERE.  
(If more space is required, use additional sheet.)

3 to 4, 5, 6 - The handwritten document apparently written by Decedent dated April 5, 2003 and the typed document dated April 5, 2003 and witnessed April 24, 2003, were not validly executed; therefore, were not considered as having revoked the Last Will and Testament dated June 23, 1998.

IF APPLYING FOR INFORMAL OR FORMAL APPOINTMENT, PLEASE COMPLETE THE FOLLOWING.

1. The name(s) and address(es) of the proposed Personal Representative(s) is/are:
2. Priority for this appointment is:
  - ☒ named as Primary Personal Representative in will or nominee of Primary Personal Representative
  - ☐ named as Alternate Personal Representative in will or nominee of Alternate Personal Representative
  - ☐ named as nominee of Primary and/or Alternate Personal Representative
  - ☐ other devisee of decedent, or nominee (describe): \_\_\_\_\_ or nominee of said devisee
  - ☐ surviving spouse of decedent, or nominee of said spouse
  - ☐ other heir of decedent (describe): \_\_\_\_\_
  - ☐ creditor (Forty-five days after death must have passed), or nominee of creditor
  - ☐ other (describe): \_\_\_\_\_
  - ☐ nominee of any of the above
3. List below the names of any other persons, if any, having a prior or equal right of appointment (see priority above).

IV. ALL APPLICANTS/PETITIONERS MUST COMPLETE VERIFICATION.

VERIFICATION

The undersigned, being sworn, states that the facts set forth in the foregoing statement are true to the best of the undersigned's knowledge, information and belief, and hereby submits to the Court's jurisdiction in this matter.

SWORN to before me this 15<sup>th</sup> day of

March, 20 07

Linda A. Webb

Notary Public for South Carolina

My Commission Expires: 8-31-2014

Signature: Lois B. Griffin

Name: Lois Hinson Griffin

Address: 1414 Catawba River Road

Fort Lawn, South Carolina 29714

E-mail: \_\_\_\_\_

Telephone (O): \_\_\_\_\_

(H): \_\_\_\_\_

ORDER OF INFORMAL PROBATE

IT IS HEREBY ORDERED that the above application for probate of a will be ☐ GRANTED ☐ DENIED informally this \_\_\_\_ day of \_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_, Probate Court Judge

### ORDER FOR HEARING ON FORMAL PETITION

IT IS HEREBY ORDERED that a hearing on this matter be set for:

DATE:

TIME:

PLACE:

Pursuant to Section 62-1-401, the petitioner is ordered to give notice of this hearing to all interested persons at least twenty (20) days prior to the hearing.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_, Probate Court Judge

### ORDER OF FORMAL TESTACY

On hearing of the above petition, this Court finds that the person is deceased, venue is proper, and the proceeding was commenced within appropriate time limits.

The Court further finds that

☐ the decedent died intestate. The heirs are:

☐ the decedent died testate. IT IS HEREBY ORDERED that the Last Will and Testament of the above-named decedent, dated \_\_\_\_\_, be admitted formally to probate.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_, Probate Court Judge

SEE ATTACHED ORDER

### ORDER OF APPOINTMENT

IT IS HEREBY ORDERED that the above application/petition for appointment be granted upon the filing of a bond appropriate, qualification and acceptance.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_, Probate Court Judge

528

QUALIFICATION AND STATEMENT OF ACCEPTANCE

I accept this appointment and agree to perform the duties and discharge the trust of the office of Personal Representative of this estate.

Signature: \_\_\_\_\_

Name: Lois Hinson Griffin

Address: 1414 Catawba River Road

Fort Lawn, South Carolina 29714

E-mail: \_\_\_\_\_

Telephone (O): (803) 482-3448

(H): \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Telephone (O): \_\_\_\_\_

(H): \_\_\_\_\_

Attorney: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Telephone (O): \_\_\_\_\_

STATE OF SOUTH CAROLINA

COUNTY OF: Chester

IN THE MATTER OF: Reba P. Hinson

IN THE PROBATE COURT

PROOF OF DELIVERY

CASE NUMBER: 2008ES1200297

On the 16<sup>th</sup> day of December, 2009, I mailed or delivered the following document,  
pgs. 3 + 4 of form #300; Letter to Judge Gettys; 306 S.C. 270

- ☐ A copy of which is attached hereto and incorporated herein, or  
☒ The original of which is on file with the court and incorporated herein,

Delivery was accomplished by the following method (check appropriate box):

- ☐ personal delivery  
☐ certified mail  
☒ ordinary first class mail  
☐ registered mail

to each of the following persons at the address shown:

NAME

Robert Harold Breakfield

ADDRESS

P.O. Box 3601  
Rock Hill, SC 29732

SWORN to before me this 16<sup>th</sup> day of  
December, 2009

Gloria Diane Woods

Notary Public for South Carolina

My Commission Expires: Jan. 08, 2018

Signature:

Name:

Address:

Telephone (O):

(H):

E-mail:

Signature:

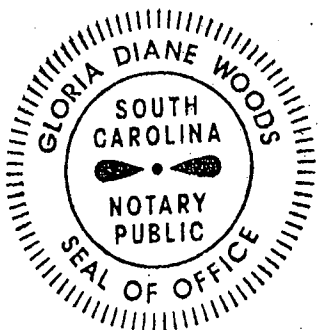
Name:

Address:

Telephone (O):

(H):

E-mail:



# YORK COUNTY PROBATE COURT

John P. Gettys, Judge of Probate  
Post Office Box 219, York, SC 29745  
Tel: (803) 684-8513 Fax: (803) 684-8536

2010 JAN 12 A 9:04

January 8, 2010

PROBATE COURT  
CHESTER COUNTY S.C.

Mr. Mell Woods  
Post Office Box 2603  
Lancaster, South Carolina 29721

RE: Estate of Reba P. Hinson  
Case No. 2008ES1200297

Dear Mr. Woods:

Enclosed is copy of Order for Hearing on your motion to remove. I was unable to contact you by telephone to confirm that the hearing time and date were convenient. Please contact me within five days of receipt of this letter if you desire to change the time or date of the hearing.

Sincerely yours,

John P. Gettys  
Judge of Probate

Enclosure(s)

cc: B. Michael Brackett, Esquire

CASE NUMBER: 2008ES1200297

Telephone (H):

803 329-4920

# MOSES KOON & BRACKETT, PC

ATTORNEYS AND COUNSELORS AT LAW

1333 Main Street, Suite 650 (29201)  
Post Office Box 100261  
Columbia, South Carolina 29202-3261

Telephone (803) 461-2300  
Facsimile (803) 461-2309

B. Michael Brackett  
Direct Dial: (803) 461-2312  
Email: mbrackett@mkb-law.com

December 23, 2009

The Honorable Lois H. Roddey  
Chester County Probate Judge  
P. O. Drawer 580  
Chester, SC 29706

RE: Estate of Reba P. Hinson  
08-ES-12-297  
Our File Number - 12085.1

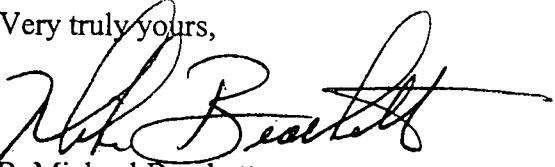
LOIS H. RODDEY  
JUDGE OF PROBATE  
2010 JAN -4 P 3:02  
PROBATE COURT  
CHESTER COUNTY S.C.

Dear Judge Roddey:

Enclosed for filing please find the Personal Representative's Return to Claimant's Motion for Removal to Circuit Court, and included in the Return is the Personal Representative's separate Motion to Dismiss. By copy of this letter, a copy of the enclosure is being mailed to Judge Gettys, and to the Claimant, Mr. Mell Woods.

Please return a clocked copy of the enclosed Return/Motion to Dismiss using the envelope provided.

Very truly yours,

  
B. Michael Brackett

BMB/bmb  
Enclosures

cc. The Honorable John P. Gettys  
Robert P. Breakfield, Esquire  
Mr. Mell Woods

*Per Lois - clock in, file  
& mail clocked copy*

*Mailed Clocked Copy 1-4-10*

STATE OF SOUTH CAROLINA

COUNTY OF CHESTER

IN THE MATTER OF THE ESTATE OF REBA P. HINSON

CASE NUMBER 2008-ES-12-00297

PROBATE COURT

LOIS H. RODDEY  
JUDGE OF PROBATE

2010 JAN -4. P 3: 02

PROBATE COURT  
CHESTER COUNTY S.C.

## PROOF OF DELIVERY

On the 23<sup>rd</sup> day of December, 2009, I delivered copies of The Personal Representative's Return to Claimant's Motion for Removal, including the PR's Motion to Dismiss

a copy of which is attached hereto and incorporated herein, by the following method (check appropriate box):

- ☐ personal delivery  
☒ ordinary first class mail  
☐ certified mail  
☐ registered mail

to each of the following persons at the address shown:

### NAME

### ADDRESS

Mell Woods, pro se

P. O. Box 2603, Lancaster, SC 29721

SWORN to before me this 23<sup>rd</sup> day of

December, 2009

Laura Lawrence

Notary Public for South Carolina

My Commission Expires: 12-15-15

Signature: B. Michael Brackett

Name: B. Michael Brackett

Address: Moses Koon & Brackett, PC

P. O. Box 100261, Columbia, SC 29202-3261

Telephone(O):

(H):

Signature:

Name:

Address:

Telephone(O):

(H):

STATE OF SOUTH CAROLINA

COUNTY OF: Chester

IN THE MATTER OF: Reba P. Hinson

IN THE PROBATE COURT

PROOF OF DELIVERY

CASE NUMBER: 2008ES1200297

On the 22<sup>nd</sup> day of January, 2010, I mailed or delivered the following document,  
Petition for removal of personal representative

☒  
☐

A copy of which is attached hereto and incorporated herein, or  
The original of which is on file with the court and incorporated herein,

Delivery was accomplished by the following method (check appropriate box):

☐ personal delivery  
☐ certified mail

☒ ordinary first class mail  
☐ registered mail

to each of the following persons at the address shown:

NAME

ADDRESS

B. Michael Brackett

P.O. Box 100261

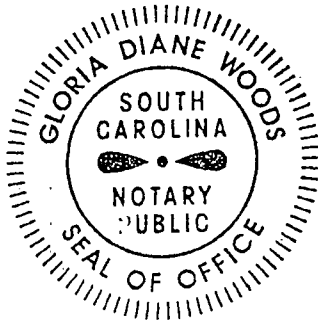
Columbia, SC 29202

SWORN to before me this 22 day of  
January, 2010

Gloria Diane Woods

Notary Public for South Carolina

My Commission Expires: Jan. 8, 2018



Signature: [Signature]

Name: Mei Woods

Address: P.O. Box 2603

Lancaster, SC 29721

Telephone (O): \_\_\_\_\_

(H): \_\_\_\_\_

E-mail: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone (O): \_\_\_\_\_

(H): \_\_\_\_\_

E-mail: \_\_\_\_\_

STATE OF SOUTH CAROLINA

COUNTY OF: Chester

IN THE MATTER OF: Reba P. Hinson

IN THE PROBATE COURT

PROOF OF DELIVERY

CASE NUMBER: 2008ES1200297

On the 7 day of January, 2010, I mailed or delivered the following document,  
Letter sent to B. Michael Brackett dated December 29, 2009

- ☒ A copy of which is attached hereto and incorporated herein, or  
☐ The original of which is on file with the court and incorporated herein,

Delivery was accomplished by the following method (check appropriate box):

- ☐ personal delivery  
☐ certified mail  
☒ ordinary first class mail  
☐ registered mail

to each of the following persons at the address shown:

NAME

ADDRESS

B. Michael Brackett

P.O. Box 100261

Columbia, SC 29202

VORN to before me this 7<sup>th</sup> day of  
January, 2010

Gloria Diane Woods

Notary Public for South Carolina

Commission Expires: Jan. 8, 2018

Signature: [Signature]

Name: Meil Woods

Address: P.O. Box 2603

Lancaster, SC 29721

Telephone (O): \_\_\_\_\_

(H): \_\_\_\_\_

E-mail: \_\_\_\_\_

Signature: \_\_\_\_\_

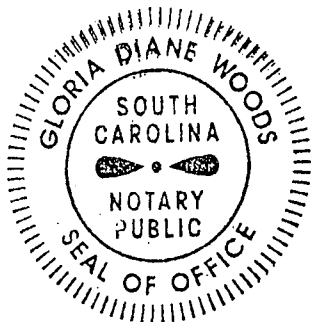
Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone (O): \_\_\_\_\_

(H): \_\_\_\_\_

E-mail: \_\_\_\_\_



2010 JAN 12 P 4:52  
PROBATE COURT  
CHESTER COUNTY S.C.  
CHESTER COUNTY

LOIS H. ROBBEY  
JUDGE OF PROBATE

STATE OF SOUTH CAROLINA

COUNTY OF:

Chester

IN THE MATTER OF:

Reba P. Hinson

IN THE PROBATE COURT

DEMAND FOR BOND

CASE NUMBER:

2008 ES

1200297

Demandant Name:

MELL Woods

1. Nature of interest of undersigned: Improvements At Lot 10
2. Amount of interest or claim in the above estate: \$120,000.00 N. Adams Rd
3. The undersigned hereby demands that bond be required of the Personal Representative(s) of the estate.
4. Check one:  
☒ By copy of this demand to Robert H. Breakfield, who was appointed and qualified a Personal Representative in this matter, I have given notice as required by law.  
☐ To my knowledge, no Personal Representative has been appointed or qualified as of this date.

Executed this

09

day of

November

20

11-12-09

Signature:

Name:

Address:

Telephone (O):

(H):

MELL Woods  
P.O. Box 26  
LANCASTER, SC 29720

*Faxed copy of Demand  
for Bond to Judge  
Gentry*

#### ORDER

Receipt of this demand, the Personal Representative shall give suitable bond. The Personal Representative shall refrain from exercising any powers of his/her estate or to pay the above demandant.

Executed this

day of

20

\_\_\_\_\_, Probate Court Judge

STATE OF SOUTH CAROLINA

COUNTY OF: Chester

IN THE MATTER OF: Reba P. Hinson

IN THE PROBATE COURT

PROOF OF DELIVERY

CASE NUMBER: 2008ES1200297

On the 09 day of Dec, 2009, I mailed or delivered the following document,  
Petition for Allowance of Claim

- ☐ A copy of which is attached hereto and incorporated herein, or  
☒ The original of which is on file with the court and incorporated herein,

Delivery was accomplished by the following method (check appropriate box):

- ☐ personal delivery  
☐ certified mail  
☒ ordinary first class mail  
☐ registered mail

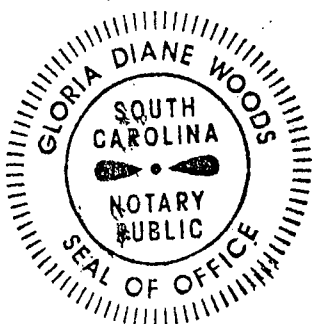
to each of the following persons at the address shown:

| NAME                            | ADDRESS                                             |
|---------------------------------|-----------------------------------------------------|
| <u>Robert Harold Breakfield</u> | <u>P.O. Box 36061</u><br><u>Rock Hill, SC 29732</u> |
|                                 |                                                     |
|                                 |                                                     |
|                                 |                                                     |
|                                 |                                                     |
|                                 |                                                     |

SWORN to before me this 09 day of  
December, 2009

Gloria Diane Woods

Notary Public for South Carolina  
My Commission Expires: Jan. 08, 2018



Signature: [Signature]  
Name: McIl Woods  
Address: P.O. Box 2603  
Lancaster, SC 29721  
Telephone (O): \_\_\_\_\_  
(H): \_\_\_\_\_  
E-mail: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone (O): \_\_\_\_\_  
(H): \_\_\_\_\_  
E-mail: \_\_\_\_\_

STATE OF SOUTH CAROLINA

COUNTY OF: Chester

IN THE MATTER OF: Reba P. Hinson

IN THE PROBATE COURT

PROOF OF DELIVERY

CASE NUMBER: 2008ES1200297

On the 09 day of Dec, 2009, I mailed or delivered the following document,  
Demand for Jury Trial

☐ A copy of which is attached hereto and incorporated herein, or  
☒ The original of which is on file with the court and incorporated herein,

Delivery was accomplished by the following method (check appropriate box):

☐ personal delivery  
☐ certified mail

☒ ordinary first class mail  
☐ registered mail

to each of the following persons at the address shown:

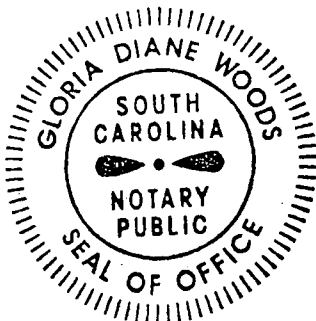
| NAME                            | ADDRESS                                             |
|---------------------------------|-----------------------------------------------------|
| <u>Robert Harold Breakfield</u> | <u>P.O. Box 36061</u><br><u>Rock Hill, SC 29732</u> |
|                                 |                                                     |
|                                 |                                                     |
|                                 |                                                     |
|                                 |                                                     |
|                                 |                                                     |

SWORN to before me this 09 day of  
December, 2009

Gloria Diane Woods

Notary Public for South Carolina

My Commission Expires: Jan. 08, 2018



Signature: [Signature]

Name: McIl Woods

Address: P.O. Box 2603  
Lancaster, SC 29721

Telephone (O): \_\_\_\_\_

(H): \_\_\_\_\_

E-mail: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone (O): \_\_\_\_\_

(H): \_\_\_\_\_

E-mail: \_\_\_\_\_

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STATE OF SOUTH CAROLINA

COUNTY OF: Chester

IN THE MATTER OF: Reba P. Hinson

IN THE PROBATE COURT

PROOF OF DELIVERY

CASE NUMBER: 2008ES1200297

On the 09 day of Dec, 2009, I mailed or delivered the following document,  
Motion for removal to Circuit Court

- ☐ A copy of which is attached hereto and incorporated herein, or  
☒ The original of which is on file with the court and incorporated herein,

Delivery was accomplished by the following method (check appropriate box):

- ☐ personal delivery  
☐ certified mail

- ☒ ordinary first class mail  
☐ registered mail

to each of the following persons at the address shown:

NAME

ADDRESS

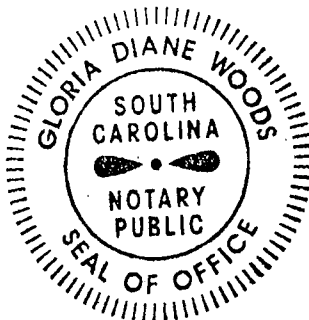
Robert Harold Breakfield

P.O. Box 3606  
Rock Hill, SC 29732

SWORN to before me this 09 day of  
December, 2009

Gloria Diane Woods  
Notary Public for South Carolina

My Commission Expires: Jan. 08, 2018



Signature: \_\_\_\_\_

Name: McIl Woods

Address: P.O. Box 2603  
Lancaster, SC 29721

Telephone (O): \_\_\_\_\_

(H): \_\_\_\_\_

E-mail: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone (O): \_\_\_\_\_

(H): \_\_\_\_\_

E-mail: \_\_\_\_\_

STATE OF SOUTH CAROLINA

COUNTY OF: Chester

IN THE MATTER OF: Reba P. Hinson

IN THE PROBATE COURT

DEMAND FOR JURY TRIAL

CASE NUMBER: 2008ES1200297

Petitioner: Mell Woods

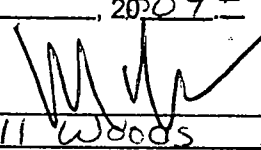
1. Nature of interest of undersigned: Property and damages
2. I request a trial by jury be set in the above matter relating to the following (complete both):

a. Issue of fact (describe): amount  
Jury to determine amt. of damages

b. Action for recovery of (specify):

money

Executed this 09 day of December, 2009

Signature: 

Name: Mell Woods

Address: P.O. Box 2603  
Lancaster, SC 29721

Telephone (O): \_\_\_\_\_

(H): \_\_\_\_\_

### ORDER FOR JURY TRIAL

On the basis of the above petition, IT IS HEREBY ORDERED that the petition for jury trial be ☐ GRANTED  
☐ DENIED as follows:

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_, Probate Court Judge

STATE OF SOUTH CAROLINA

PROBATE COURT

COUNTY OF CHESTER

IN THE MATTER OF REBA P. HINSON

Case NUMBER 2008ES1200297

### PROOF OF DELIVERY

On the 11<sup>th</sup> day of November, 2009, I mailed or delivered a copy of Notice of Hearing, Notice of allowance of Claim, Statement of Creditor's Claim filed by Mell Woods,

copy of which is attached hereto and incorporated herein, by the following method (check appropriate box):

- ☐ personal delivery  
☒ ordinary first class mail  
☐ certified mail  
☐ registered mail

LOIS H. RODDEY  
JUDGE OF PROBATE  
2009 NOV 13 P 12:20  
PROBATE COURT  
CHESTER COUNTY S.C.

Each of the following persons at the address shown:

NAME

ADDRESS

SEE ATTACHED LIST

WORN to before me this 11<sup>th</sup> day of November, 2009

Melby S. Sumwalt

Notary Public for South Carolina

My Commission Expires: 1-16-2019

Signature: Patricia Davis

Name: Patricia Davis

Address: C/O Robert H. Breakfield

P.O. Box 36061, Rock Hill, SC 29732

Telephone(O): (803) 329-4920

(H): \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone(O): \_\_\_\_\_

(H): \_\_\_\_\_

Lois Hinson  
1399 Beaver Dam Rd.  
Richburg, SC 29729

Kathy H. Huffstickle  
5715 Lake View Cr.  
Fort Lawn, SC 29714

John C. Hinson  
1563 Hinton Dr.  
Great Falls, SC 29055

William L. Hinson  
611 Hughes Street  
Sanford, NC 27330

John D. Hinson  
1683 Poorboy Road  
Great Falls, SC 29055

Charles J. Hinson  
237 Laura, Lot 21  
Florence, SC 29506

Robert H. Hinson (337 Naturewoods Rd)  
PO Box 72  
McConnells, SC 29726

William C. Hinson, Jr.  
118 Nella Street  
Chester, SC 29706

Elaine H. Hensley  
6 Church Street  
Great Falls, SC 29055

Linda H. Stanford  
6969 Snowy Owl Rd.  
Kershaw, SC 29067

Darrell W. Hinson  
PO Box 163  
Fort Lawn, SC 29714

LOIS H. RODDEY  
JUDGE OF PROBATE  
2009 NOV 13 P 12:20  
PROBATE COURT  
CHESTER COUNTY S.C.

STATE OF SOUTH CAROLINA

PROBATE COURT

COUNTY OF CHESTER

IN THE MATTER OF ESTATE OF REBA P. HINSON

CASE NUMBER 2008ES1200297

NOTICE OF: HEARING

DATE: December 15, 2009

TIME: 3:30 p.m.

PLACE: Chester County Probate Court, 1476 J.A. Cochran Bypass, Chester County Complex  
Chester, South Carolina 29706

DESCRIPTION OF ATTACHED PLEADINGS (example: petition for formal appointment, filing of bond, hearing to determine heirs, etc):

LOIS K. RODGERS  
JUDGE  
PROBATE  
2009 NOV 17 P 12 20  
PROBATE COURT  
CHESTER COUNTY C.

Executed this 10<sup>th</sup> day of November, 2009

Signature: [Signature]

Name: Robert H. Breakfield

Address: P. O. Box 36061

Rock Hill, SC 29732

Telephone(O): 803-329-4920

(H): \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone(O): \_\_\_\_\_

(H): \_\_\_\_\_

FORM #110PC (1/89)

62-1-401, 62-3-201, 62-3-310, 62-3-403, 62-3-611, 62-3-1001, 62-3-1002, 62-3-1003,  
62-3-1102, 62-4-203, 62-4-303, 62-5-301, 62-5-309, 62-5-401, 62-5-402, 62-5-405, 62-  
5-406, 62-5-412, 62-5-413, 62-5-422, 62-7-206, etc.

544

**ROBERT HAROLD BREAKFIELD**  
ATTORNEY AT LAW

THE SQUARE AT CONSTITUTION \* 1590-02 CONSTITUTION BLVD.  
P.O. BOX 36061 \* ROCK HILL, SOUTH CAROLINA \* 29732  
TELEPHONE (803) 329-4920 \* FAX (803) 329-0476  
[breakfieldb@comporium.net](mailto:breakfieldb@comporium.net)

November 10, 2009

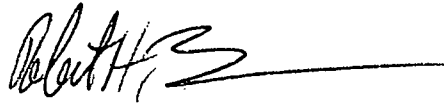
Mr. Mell Woods  
P. O. Box 2603  
Lancaster, SC 29721

Re: Estate of Reba Hinson

Dear Mr. Woods,

The Probate Court has scheduled a Hearing for your claim on December 15, 2009 at 3:30 p.m. in the Probate Court for Chester County.

With kindest regards,



Robert H. Breakfield

RHB/psd

C: The Honorable Lois H. Roddey  
The Honorable John P. Gettys  
All Beneficiaries of Estate

11-13-09

*I cannot better only*

LOIS H. RODDEY  
JUDGE OF PROBATE  
2009 NOV 13 P 12:20  
PROBATE COURT  
CHESTER COUNTY S.C.

Sending Confirm

Date : DEC-10-2009 THU 08:38AM  
Name : PROBATE COURT  
Tel. : 8035815180

Phone : 18036848536  
Pages : 7  
Start Time : 12-10 08:35AM  
Elapsed Time : 02'21"  
Mode : ECM  
Result : Ok

Motion  
Proof of Delivery  
Demand for Jury Trial  
Proof of Delivery  
Petition for allowance of Claim  
Proof of Delivery



*Chester County*  
*Probate Judge*

P.O. Drawer 580, 140 Main Street  
Chester, South Carolina 29706  
Phone (803) 385-2604 Fax (803) 581-5180

To: Judge Gettys

Date: 12/9/09

Company: \_\_\_\_\_

Fax: 803 684-8536

From: Stella

Re: \_\_\_\_\_

*Number of Pages (including cover sheet)* 8

Urgent ( )    For Review ( )    Please Comment ( )    Please Reply ( )    Please Recycle ( )

**Comments:**

Judge Gettys:

Hearing scheduled on Estate of Reba Hinson on December 15,

2009, at 3:30 P.M. Mell Woods paid \$150.00 12/9/09 to file

Petition for Allowance of Claim.

Thanks,

Stella

547

**OFFICE OF THE PROBATE COURT  
CHESTER COUNTY  
PO DRAWER 580**

**CHESTER, SC 29706**

**CASE# :** 2008ES1200297

**ESTATE OF:** REBA PETTIT HINSON,

**Payor:** ROBERT H. BREAKFIELD

**Receipt Number:** 3165

**Officer:** DIANNE

**Cash or Check# :** 1978

**Date of Receipt:** 10/08/2009

**TOTAL FEES:** \$764.92

**PAYMENTS:** \$764.92

**ENDING BALANCE:** \$0.00

**ACCOUNT:**

**COMMENTS:**

Chester, SC October 6 2008

Mr. Robert H. Breakfield  
P. O. Box 36061  
Rock Hill, SC 29732

TO **COUNTY OF CHESTER**, DR.  
CHESTER COUNTY PROBATE COURT

ESTATE OF REBA P. HINSON  
File No. 2008ES1200297

Probate fee

\$764.92

Nov. 12, 2009



Patti called from Bob  
Breakfield's office -  
She said Judge Roddey  
ruled on something in  
Mr. Hinson's Estate concerning  
the real estate - Fax to  
her at 803-329-0476

Chester County  
Probate Judge  
P.O. Drawer 580, 140 Main Street  
Chester, South Carolina 29706  
Tel (803) 385-2604 Fax (803) 581-5180

Faxed Order dated 10-15-09 &  
Amended Real Est. Cover

To: Patti

Date: Nov. 12, 2009

Company: \_\_\_\_\_

Fax: 803-329-0476

From: Jenni Zon

Re: Hinson Estate

Number of Pages (including cover sheet) 5

Urgent ( ) For Review ( ) Please Comment ( ) Please Reply ( ) Please Recycle ( )

Comments:

Patti,  
I'm not sure if this is what you need or not. If not,  
let me know.  
I faxed Judge Roddey a copy of the Demand for Bond.  
He will be in touch with Mr. Breakfield about that.  
If there's anything else we can do for you, let  
us know.

Jenni

TELEPHONE (803) 385-2604

FAX (803) 581-5180

2007 OCT 30 A 11:54

PROBATE COURT  
CHESTER COUNTY S.C.  
JUL 8

LOIS H. RODDEY  
JUDGE OF PROBATE

2007 OCT 16 A

PROBATE COURT  
CHESTER COUNTY

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHESTER )  
 )  
Kathy H. Huffstickle, )  
 )  
In the Matter of: Levie Hoyt Hinson, )  
 )  
 ) Petitioner. )  
 )  
 )  
vs. )  
 )  
Lois H. Griffin, )  
 )  
 ) Respondent. )

IN THE PROBATE COURT  
SIXTH CIRCUIT COURT

Case No. 1986-ES-12-18

## ORDER

This matter came before the Court on August 9, 2007, for a hearing on the Petition of Kathy H. Huffstickle dated May 23, 2007, seeking to set aside an amended real estate conveyance filed by the Probate Court on March 8, 2007. It appears that Levie Hoyt Hinson died on August 1, 1986, leaving a Last Will and Testament. Item I of Levie Hoyt Hinson's Will reads as follows:

"I will, devise and bequeath unto my beloved wife, Reba P. Hinson all of my personal property of every kind and description including cash money. At her death, the remainder if any, to our beloved children. Name: William C. Hinson deceased his heirs, Lois H. Griffin, John C. Hinson, and Kathy H. Huffstickle, share and share alike."

Item II of the Will reads as follows:

"I will, devise and bequeath unto my beloved wife, Reba P. Hinson all my real estate, in fee simple, as long as she lives then to our bodily heirs forever."

Item II of the Will appears to leave a Life Estate to Reba P. Hinson in all of Levie Hoyt Hinson's real estate then to the bodily heirs forever. The issue in this case turns upon a determination of the intention of Levie Hoyt Hinson in using the language "bodily heirs". It was the contention of the Petitioner that the deceased intended to leave to his bodily heirs the property in question and that Lois H. Griffin was not his bodily heir. It was the contention of Lois H. Griffin that Kathy H. Huffstickle was not a bodily heir of

the parents and that she did not inherit any real estate. It was an alternate contention of Kathy H. Huffstickle that she was the only joint child of Levie Hoyt Hinson and Reba P. Hinson so she is the only bodily heir.

It appears that Levie Hoyt Hinson fathered William C. Hinson and John C. Hinson prior to his marriage to Reba P. Hinson. It appears that Reba P. Hinson gave birth to Lois H. Griffin prior to her marriage to Levie Hoyt Hinson. There was conflicting testimony as to whether or not Kathy H. Huffstickle was the child of Levie Hoyt Hinson and Reba P. Hinson. The defense presented witnesses that Kathy H. Huffstickle was actually a child of the sister of Reba P. Hinson. Kathy H. Huffstickle stated that to her knowledge she was the child of Levie Hoyt Hinson and Reba P. Hinson. A birth certificate was introduced into evidence showing Reba P. Hinson and Levie Hoyt Hinson as the parents of Kathy H. Huffstickle.

Item I of the Will lists each of the children of Levie Hoyt Hinson and Reba P. Hinson. I find that Levie Hoyt Hinson intended to leave the real estate to all of the children listed in Item I and used the term bodily heirs in Item II of the Will interchangeably with the children in Item I of the Will. I further find that he intended to include Kathy H. Huffstickle and Lois H. Griffin as children and bodily heirs.

IT IS SO THEREFORE ORDERED

- A. That the amended real estate conveyance of March 8, 2007, is affirmed,
- B. That the real property consisting of 92 acres referred to in the Petition as tax map no 158-0-0-3 is hereby declared to be owned, as tenants in common, by the bodily heirs of Levie Hoyt Hinson,
- C. That the bodily heirs of Levie Hoyt Hinson are hereby declared to be John C. Hinson, Lois H. Griffin, Kathy H. Huffstickle, and the heirs of William C. Hinson, and
- D. That the heirs of William C. Hinson are William Levy Hinson, John Daniel Hinson, Charles Jerry Hinson, Robert Harold Hinson, William

Calvin Hinson, Etta Elaine Hinson, Linda Kay Hinson, and Darrell Wayne  
Hinson.

AND IT SO ORDERED,

October 15<sup>th</sup>, 2007  
Chester, South Carolina

Lois H. Roddey  
Lois H. Roddey  
Chester County Probate Judge

#3  
LR

AMENDED

County of Chester

March 8, 2007

Estate of-----Levie Hoyt Hinson

DECEASED

Book No. S  
Page No. 183  
File No. 86ES120018B  
Pkg. No. \_\_\_\_\_

Leila H. Roddey  
Judge of Probate Chester County

STATE OF SOUTH CAROLINA  
COUNTY OF YORK

UNAH RODDEY  
JUDGE OF PROBATE

2010 APR -2 A 10:49

IN THE MATTER OF: ESTATE OF REBA P. HINSON

CASE NUMBER:

PROBATE COURT  
CHESTER COUNTY CASE NO. 2008ES1200297  
YORK COUNTY CASE NO. 2010ES4600265

FILED RECEIVED  
2010 MAR 24 AM 7:41  
JUDGE OF PROBATE  
YORK COUNTY, SC

ORDER FOR HEARING

IT IS HEREBY ORDERED that a hearing in this matter be set for:

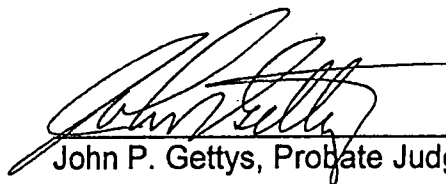
DATE: APRIL 12, 2010

TIME: 11:00 A.M.

PLACE: YORK COUNTY PROBATE COURT, #1 E. LIBERTY STREET,  
YORK, S. C.

HEARING SCHEDULED TO CONSIDER PETITION TO REMOVE  
PERSONAL REPRESENTATIVE; PETITION/MOTION TO VACATE  
FEBRUARY 18, 2009 ORDER; MOTION TO REMOVE PETITION TO  
VACATE TO CIRCUIT COURT; PERSONAL REPRESENTATIVE'S  
MOTION TO DISMISS PETITION/MOTION TO VACATE.

Executed this 23rd day of March 2010.

  
John P. Gettys, Probate Judge

STATE OF SOUTH CAROLINA

COUNTY OF YORK

IN THE MATTER OF THE ESTATE OF REBA P. HINSON

Case NUMBER: YORK - 2010-ES-46-0265  
CHESTER - 2008-ES-12-00297

PROBATE COURT

LOIS H. RODDEY  
JUDGE OF PROBATE

2010 APR -2 A 10:49

PROBATE COURT  
CHESTER COUNTY S.C.

### PROOF OF DELIVERY

On the 29<sup>th</sup> day of March, 2010, I delivered copies of Order for Hearing and Notice of Hearing

copy of which is attached hereto and incorporated herein, by the following method (check appropriate box)

- ☐ personal delivery  
☒ ordinary first class mail  
☐ certified mail  
☐ registered mail

FILED RECEIVED  
2010 MAR 31 AM 9:26  
JUDGE OF PROBATE  
YORK COUNTY, SC

each of the following persons at the address shown:

NAME

ADDRESS

lell Woods, pro se

P. O. Box 2603, Lancaster, SC 29721

SWORN to before me this 29 day of

March, 2010

Laura Lawrence

Notary Public for South Carolina

My Commission Expires: 12-15-15

Signature:

Name: Linda T. Abernethy, Legal Assistant

Address: Moses Koon & Brackett, PC

P. O. Box 100261, Columbia, SC 29202-3261

Telephone(O):

(H):

Signature:

Name:

Address:

Telephone(O):

(H):

556

STATE OF SOUTH CAROLINA  
JUDGE OF PROBATE  
COUNTY OF YORK

PROBATE COURT

IN THE MATTER OF THE ESTATE OF REBA P. HINSON  
CHESTER COUNTY S.C.  
CASE NUMBER: Chester County Case# 2008-ES-12-00297  
York County Case# 2010-ES-46-0265.

FILED RECEIVED  
2010 MAR 31 AM 9:26  
JUDGE OF PROBATE  
YORK COUNTY, SC

NOTICE OF HEARING

DATE: APRIL 12, 2010  
TIME: 11:00 A.M.  
PLACE: YORK COUNTY PROBATE COURT  
1 EAST LIBERTY STREET  
YORK, SOUTH CAROLINA

MATTERS TO BE HEARD:

- 1)Petition to Remove Personal Representative
- 2)Petition/Motion to Vacate February 18, 2009 Order
- 3)Motion to Remove Petition to Vacate to Circuit Court
- 4)Personal Representative's Motion to Dismiss Petition and Motion to Vacate

Columbia, South Carolina  
March \_\_\_\_\_, 2010

  
B. Michael Brackett, Esquire  
1333 Main Street, Suite 650  
Post Office Box 100261  
Columbia, South Carolina 29202-3261  
(803) 461-2312  
Attorney for Personal Representative

ROBERT HAROLD BREAKFIELD  
LOIS H. RODDEY  
JUDGE OF PROBATE

ATTORNEY AT LAW

2010 APR -6 A 11:01

THE SQUARE AT CONSTITUTION \* 1590-02 CONSTITUTION BLVD.  
P.O. BOX 36061 \* ROCK HILL, SOUTH CAROLINA \* 29726  
TELEPHONE (803) 329-4920 \* FAX (803) 329-0765  
[breakfieldb@comporium.net](mailto:breakfieldb@comporium.net)  
PROBATE COURT  
CHESTER COUNTY S.C.

April 2, 2010

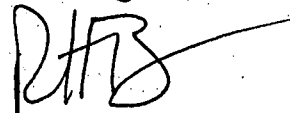
The Honorable Lois H. Roddey  
Chester Probate Court  
P. O. Drawer 580  
Chester, SC 29706

Re: Estate of Reba P. Hinson

Dear Judge Roddey,

Enclosed is a copy of a Durable Power of Attorney for Charles J. Hinson appointing his brother, Robert H. Hinson as his agent. Please attach this document with the Private Agreement I filed with your court.

With kindest regards,



Robert H. Breakfield

RHB/psd  
Enclosure

LOIS H. RODDEY  
JUDGE OF PROBATE  
DURABLE POWER OF ATTORNEY  
OF  
CHARLES JERRY HINSON  
2010 APR -6 A 11:07

PROBATE COURT  
CHESTER COUNTY S.C.

**Introductory Provision.** I, Charles Jerry Hinson, as principal (the "Principal") have this day appointed Robert H. Hinson to serve as my agent ("Agent") and to exercise the powers and discretions set forth below.

**Statement of Intent to Create Durable Power of Attorney Under State Statute.** By this instrument I intend to create a Durable Power of Attorney under South Carolina law.

## ARTICLE I

### AGENT AUTHORIZATION

My Agent is authorized as follows:

(1) **Power with Respect to Legal and Other Actions.** My Agent is authorized to institute, supervise, prosecute, testify on my behalf, defend, intervene in, abandon, compromise, arbitrate, settle, dismiss, and appeal from an action to be commenced in the Court of Common Pleas for Chester County, SC seeking an accounting and a partition and sale of the real property identified on Schedule A attached to this Durable Power of Attorney.

## ARTICLE II

### INCIDENTAL POWERS

**Incidental Powers.** In connection with the exercise of the powers herein described, my Agent is fully authorized and empowered to perform any acts and things and to execute and deliver any documents, instruments, certificates and papers necessary or appropriate to such exercise or exercises.

## ARTICLE III

### THIRD PARTY RELIANCE

For the purpose of inducing all persons, organizations, corporations and entities, including but not limited to any physician, hospital, nursing home, health care provider, bank, broker, custodian, insurer, lender, transfer agent, taxing authority, governmental agency, or other party, all of whom will be referred to in this Article as a

"Person", to act in accordance with the instructions of my Agent as authorized in this instrument, I hereby represent, warrant and agree to the following:

(1) **Revocation and Amendments.** If this instrument is revoked or amended for any reason, I, my estate and my personal representative will hold any person, organization, corporation or entity, hereinafter referred to in the aggregate as "Person", harmless.

(2) **No Liability for Reliance on Agent.** No Person who relies in good faith on the authority of my Agent under this instrument shall incur any liability to me, my estate or my personal representative.

(3) **Principal and Heirs Bound.** No Person who relies on any affidavit or certificate under penalty of perjury that this instrument specifically authorizes my Agent to execute and deliver shall incur any liability to me, my estate or my personal representative.

#### **ARTICLE IV**

#### **DURABILITY PROVISION**

**Immediate Power.** This power of attorney shall not be affected by my subsequent disability or incapacity, or lapse of time.

#### **ARTICLE V**

#### **ADMINISTRATIVE PROVISIONS**

The following provisions shall apply:

(1) **Reimbursement of Agent.** My Agent shall be entitled to reimbursement for all reasonable costs and expenses, including reasonable attorney's fees, actually incurred and paid by my Agent on my behalf at any time under any provision of this instrument. My Agent shall not be entitled to compensation for services rendered hereunder.

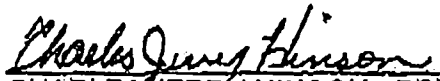
(2) **Counterpart Originals.** If this instrument has been executed in multiple counterpart originals, each such counterpart original shall have equal force and effect.

(3) **Photocopies.** My Agent is authorized to make photocopies of this instrument as frequently and in such quantity as my Agent shall deem appropriate. Each photocopy shall have the same force and effect as any original.

(4) **Binding Effect.** This instrument and actions taken by my Agent properly authorized hereunder shall be binding on me, my estate and my personal representative.

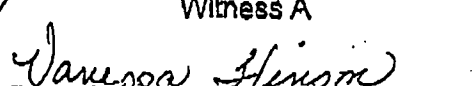
(5) **Governing Law.** This instrument shall be governed by the laws of the State of South Carolina in all respects.

IN WITNESS WHEREOF, I have executed this Power of Attorney this 26 day of MAY, 2008, and I have directed that photographic copies of this power be made which shall have the same force and effect as an original.

  
CHARLES JERRY HINSON, PRINCIPAL

ATTESTATION

The foregoing Durable Power of Attorney was this \_\_\_\_ day of \_\_\_\_, 2008, signed, sealed, published and declared by the said Principal as and for the Principal's Durable Power of Attorney in our presence, and at the Principal's request and in the Principal's presence, and in the presence of each other, have hereunto subscribed our names as witnesses on the above date.

  
Witness A  
  
Witness B Notary Public

STATE OF SC.

COUNTY OF ROCK

PROBATE.

PERSONALLY appeared the undersigned witness and made oath that  
he saw the within named Principal duly authorized, sign, seal and as the Principal's act  
and deed deliver the within Durable Power of Attorney and that deponent with the other  
witness whose name is subscribed above witnessed the execution thereof.

Jessica Patterson  
Witness A

SWORN to before me this

26 day of May, 2008.

Vanessa B. Thiers

Notary Public for

My Commission expires: February 18th 2015

LOIS H. RODDEY  
JUDGE OF PROBATE

2010 APR 20 A 10:35 April 14, 2010

Mell Woods PROBATE COURT  
P.O. Box 26013 CHESTER COUNTY S.C.  
Lancaster SC 29721

FILED RECEIVED  
2010 APR 16 AM 7:49  
JUDGE OF PROBATE  
YORK COUNTY, SC

The Honorable John P. Gettys  
Judge of Probate  
P.O. Box 219  
York SC 29745

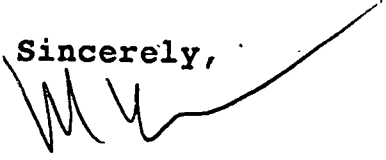
Re: Estate of Reba P. Hinson Chester County Case

Dear Judge Gettys:

I do certainly appreciate the allowance of my claim to be transferred to circuit court. However, while at the circuit court filing the papers, I looked for two other cases on file concerning the above estate one of which is a partition case, and I found the law firm of Morton and Gettys signed in on one case. For the record John P. Gettys, Jr., is your son and is a full partner in the firm of Morton and Gettys.

Your proposed rulings made at the hearing on Monday directly change my material rights, and directly enhance your son's case. I am not saying that you knew about this before, but now you know. This situation is too close for comfort, and a Judge should not be ruling on a family member's case. And coupled with the fact that you refused to allow your clerks to issue witness subpoenas in the case, I will be appealing your ruling to the circuit court. I would appreciate it if you would just not rule and just let the next Judge handle the matter.

Sincerely,

  
Mell Woods

Kathy H. Huffstickle, et. al.,

Plaintiff(s)

vs.

Jols H. Griffin, et. al.,

Defendant(s)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2009-CP - 12- 00527

Please Print)

Submitted By: William T. Moody

Address: 30 N. Congress St., York, SC 29745

SC Bar #: 063035

Telephone #: 803-684-9604

Fax #: 803-684-4932

Other:

E-mail:

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers is required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

\*If Action is Judgment/Settlement do not complete

- ☐ JURY TRIAL demanded in complaint. ☒ NON-JURY TRIAL demanded in complaint.
- ☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- ☐ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- ☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- |                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Contracts</b></p> <p><input type="checkbox"/> Constructions (100)</p> <p><input type="checkbox"/> Debt Collection (110)</p> <p><input type="checkbox"/> Employment (120)</p> <p><input type="checkbox"/> General (130)</p> <p><input type="checkbox"/> Breach of Contract (140)</p> <p><input type="checkbox"/> Other (199)</p> | <p><b>Torts - Professional Malpractice</b></p> <p><input type="checkbox"/> Dental Malpractice (200)</p> <p><input type="checkbox"/> Legal Malpractice (210)</p> <p><input type="checkbox"/> Medical Malpractice (220)</p> <p>Previous Notice of Intent Case #</p> <p>20 -CP- -</p> <p><input type="checkbox"/> Notice/ File Med Mal (230)</p> <p><input type="checkbox"/> Other (299)</p> | <p><b>Torts - Personal Injury</b></p> <p><input type="checkbox"/> Assault/Slander/Libel (300)</p> <p><input type="checkbox"/> Conversion (310)</p> <p><input type="checkbox"/> Motor Vehicle Accident (320)</p> <p><input type="checkbox"/> Premises Liability (330)</p> <p><input type="checkbox"/> Products Liability (340)</p> <p><input type="checkbox"/> Personal Injury (350)</p> <p><input type="checkbox"/> Wrongful Death (360)</p> <p><input type="checkbox"/> Other (399)</p> | <p><b>Real Property</b></p> <p><input type="checkbox"/> Claim &amp; Delivery (400)</p> <p><input type="checkbox"/> Condemnation (410)</p> <p><input type="checkbox"/> Foreclosure (420)</p> <p><input type="checkbox"/> Mechanic's Lien (430)</p> <p><input type="checkbox"/> Partition (440)</p> <p><input type="checkbox"/> Possession (450)</p> <p><input type="checkbox"/> Building Code Violation (460)</p> <p><input checked="" type="checkbox"/> Other (499) Quiet title</p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

- |                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Inmate Petitions</b></p> <p><input type="checkbox"/> PCR (500)</p> <p><input type="checkbox"/> Mandamus (520)</p> <p><input type="checkbox"/> Habeas Corpus (530)</p> <p><input type="checkbox"/> Other (599)</p> | <p><b>Judgments/Settlements</b></p> <p><input type="checkbox"/> Death Settlement (700)</p> <p><input type="checkbox"/> Foreign Judgment (710)</p> <p><input type="checkbox"/> Magistrate's Judgment (720)</p> <p><input type="checkbox"/> Minor Settlement (730)</p> <p><input type="checkbox"/> Transcript Judgment (740)</p> <p><input type="checkbox"/> Lis Pendens (750)</p> <p><input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760)</p> <p><input type="checkbox"/> Other (799)</p> | <p><b>Administrative Law/Relief</b></p> <p><input type="checkbox"/> Reinstate Driver's License (800)</p> <p><input type="checkbox"/> Judicial Review (810)</p> <p><input type="checkbox"/> Relief (820)</p> <p><input type="checkbox"/> Permanent Injunction (830)</p> <p><input type="checkbox"/> Forfeiture-Petition (840)</p> <p><input type="checkbox"/> Forfeiture-Consent Order (850)</p> <p><input type="checkbox"/> Other (899)</p> | <p><b>Appeals</b></p> <p><input type="checkbox"/> Arbitration (900)</p> <p><input type="checkbox"/> Magistrate-Civil (910)</p> <p><input type="checkbox"/> Magistrate-Criminal (920)</p> <p><input type="checkbox"/> Municipal (930)</p> <p><input type="checkbox"/> Probate Court (940)</p> <p><input type="checkbox"/> SCDOT (950)</p> <p><input type="checkbox"/> Worker's Comp (960)</p> <p><input type="checkbox"/> Zoning Board (970)</p> <p><input type="checkbox"/> Administrative Law Judge (980)</p> <p><input type="checkbox"/> Public Service Commission (990)</p> <p><input type="checkbox"/> Employment Security Comm (991)</p> <p><input type="checkbox"/> Other (999)</p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
- Special/Complex /Other**
- ☐ Environmental (600)
- ☐ Automobile Arb. (610)
- ☐ Medical (620)
- ☐ Other (699)
- ☐ Pharmaceuticals (630)
- ☐ Unfair Trade Practices (640)
- ☐ Out-of State Depositions (650)
- ☐ Sexual Predator (510)

Submitting Party Signature:

Date: 08/14/09

564

**MORTON & GETTYS**  
ATTORNEYS AT LAW

JAMES M. MORTON

JOHN P. GETTYS, JR.

MICHAEL B. SMITH †

JOSHUA B. VANN

SHANNON M. LANDO

ELIZABETH S. OWEN

J. RICHARDS MCCRAE, III

Special Counsel:  
WILLIAM T. MOODY

Certified Family Court Mediator †

**ROCK HILL OFFICE**  
334 Oakland Avenue  
PO Box 707  
Rock Hill, SC 29731  
office 803.366.3388  
fax 803.324.3768

**INDIAN LAND OFFICE**  
7580 Charlotte Highway  
Highway 521, Suite 700  
Fort Mill, SC 29707  
office 803.548.5646  
fax 803.547.4044

**YORK OFFICE**  
Congress St Executive Ctr  
30 North Congress St  
Suite 200  
York, SC 29745  
office 803.684.9604  
fax 803.684.4932

www.mortongettys.com

A LIMITED LIABILITY COMPANY

September 17, 2009

Reply to York

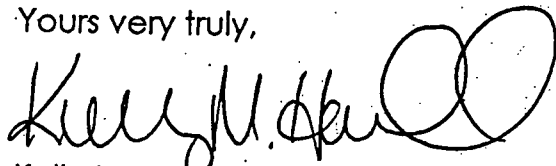
Honorable Sue Carpenter  
Clerk of Court for Chester County  
PO Drawer 580  
Chester, SC 29706

Re: Kathy Huffstickler vs. Lois Griffin  
Case no. 2009-CP-12-00527

Dear Ms. Carpenter:

Enclosed please find two (2) originals and two copies of the Affidavit of Process Server in the above referenced matter. At your convenience, please file the originals and return a clocked copies to me for my file. Should you have any questions regarding the enclosed, please do not hesitate to contact me.

Yours very truly,



Kelly M. Hamilton  
Legal Secretary for William T. Moody

enclosures

**FILED**

2009 SEP 21 11:21

CLERK OF COURT  
CHESTER CO S.C.

ACTIVITY REPORT

4-14-10 12:10 PM  
TIME : ~~08/18/2008 07:20~~

| DATE             | TIME             | FAX NO./NAME              | DURATION | PAGE(S) | RESULT | COMMENT |
|------------------|------------------|---------------------------|----------|---------|--------|---------|
| <del>08/18</del> | <del>07:17</del> | <del>1-803-684-8536</del> | 02:22    | 04      | OK     | TX ECM  |

4-14-10

BUSY: BUSY/NO RESPONSE  
NG : POOR LINE CONDITION  
CV : COVERPAGE  
CA : CALL BACK MSG  
POL : POLLING  
RET : RETRIEVAL

P.S. I AM sending A COPY  
of this to BRACKETT, but  
NOT filing ANYTHING with  
A COURT, UNLESS SOMEONE  
TELLS me to do so.

MOSES KOON & BRACKETT, PC

ATTORNEYS AND COUNSELORS AT LAW

1333 Main Street, Suite 650 (29201)  
Post Office Box 100261  
Columbia, South Carolina 29202-3261

Telephone (803) 461-2300  
Facsimile (803) 461-2309

B. Michael Brackett  
Direct Dial: (803) 461-2312  
Email: mbrackett@mkb-law.cc

April 21, 2010

Mell Woods  
P. O. Box 2603  
Lancaster, SC 29721

RE: Estate of Reba P. Hinson  
2008-ES-12-0297  
Our File Number - 12085.1

LOUIS H. RODDEY  
JUDGE OF PROBATE  
2010 APR 22 PM 12:16  
PROBATE COURT  
CHESTER COUNTY S.C.

Dear Mr. Woods:

Enclosed please find a copy of the Probate Court's Order dated April 19, 2010, filed April 20, 2010, resolving the matters heard on April 12, 2010.

Very truly yours,



B. Michael Brackett

BMB/lta  
Enclosure

cc. Chester County Probate Court  
York County Probate Court  
Robert H. Breakfield, Esquire

# MOSES KOON & BRACKETT, PC

ATTORNEYS AND COUNSELORS AT LAW

1333 Main Street, Suite 650 (29201)  
Post Office Box 100261  
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phone (803) 461-2300  
imile (803) 461-2309

B. Michael Brackett  
Direct Dial: (803) 461-2312  
Email: mbrackett@mkb-law.com

April 13, 2010

The Honorable John P. Gettys  
Special Probate Judge for Chester County  
P. O. Box 219  
York, SC 29745

**RE: Estate of Reba P. Hinson**  
**2008-ES-12-0297 (Chester County)**  
**2010-ES-46-0265 (York County)**  
**Our File Number - 12085.1**

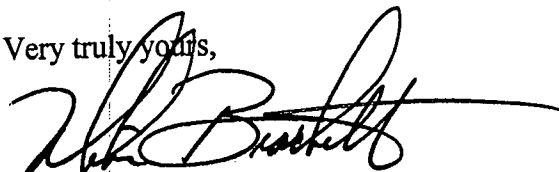
LOIS H. RODDEY  
JUDGE OF PROBATE  
2010 APR 20 A 10:35  
PROBATE COURT  
CHESTER COUNTY S.C.

Dear Judge Gettys:

Enclosed please find the proposed Order that you requested at the conclusion of the hearing yesterday. By copy of this letter, a copy of the enclosed proposed Order is being provided to Mr. Woods.

Please let me know if you require revisions, or if you prefer that I email the order to you in Word or in Word Perfect.

Very truly yours,



B. Michael Brackett

BMB/Ita

cc. Robert H. Breakfield, Esquire  
Mell Woods

4-19-10  
Judge Gettys signed an  
Order in Reba Hinson  
Estate. - Keely is sending  
us the original and  
one copy - Clerk is to  
send to attorney - she  
is keeping a copy for  
their file  
Mailed to Mr. Brackett 4-20-10

568

# MOSES KOON & BRACKETT, PC

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1333 Main Street, Suite 650 (29201)  
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Telephone (803) 461-2300  
Facsimile (803) 461-2309

B. Michael Brackett  
Direct Dial: (803) 461-2312  
Email: mbrackett@mkb-law.com

June 10, 2010

Mell Woods  
P. O. Box 2603  
Lancaster, SC 29721

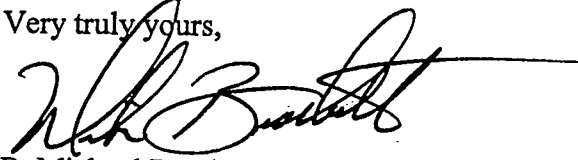
RE: Appeal of Probate Court Order  
2010-CP-12-0201  
Our File Number - 12085.1

LOIS H. RODDEY  
JUDGE OF PROBATE  
2010 JUN 11 A 10:53  
PROBATE COURT  
CHESTER COUNTY S.C.

Dear Mr. Woods:

I understand from the Clerk of Court that you have filed Grounds of Appeal in the latest Appeal from Probate Court. Although filing with the Court indicates that the Grounds of Appeal were served on me by mail, please be advised that I have not received anything from you since having received the Notice of Appeal.

Very truly yours,



B. Michael Brackett

BMB/Ita

cc. Chester County Probate Court  
York County Probate Court  
Robert H. Breakfield, Esquire

STATE OF SOUTH CAROLINA  
COUNTY OF: CHESTER  
IN THE MATTER OF: REBA P. HINSON

IN THE PROBATE COURT  
INVENTORY AND APPRAISEMENT  
LOUIS H. RODDEY  
JUDGE OF PROBATE  
CASE NUMBER: 2008es1200297

2009 OCT -5 P 12:09

☒ ORIGINAL  
☐ SUPPLEMENTAL #

PROBATE COURT  
CHESTER COUNTY S.C.

Personal Representative (s): Robert H. Breakfield

Decedent's Social Security Number: ~~REDACTED~~  
Decedent's Date of Death: January 3, 2007

Was there a will? ☒ YES ☐ NO  
Chester SC  
(county) (state)

he undersigned, being sworn, states: That the following schedules contain a complete and accurate inventory and appraisal of all real and personal property of this late so far as the undersigned is informed: that he/she has estimated and/or appraised all listed property at its fair market value, according to the best of his/her knowledge and ability.

WORN to me this 1st day of October 2009  
Patricia Davis  
Notary Public for South Carolina  
My Commission Expires: 1-16-2019

Signature:   
Name: Robert H. Breakfield  
Address: P. O. Box 36061  
Rock Hill, SC 29732  
E-Mail: breakfieldb@comporium.net  
Telephone (O): 803-329-4920  
(H):

Attorney:  
Address:  
E-Mail:  
Telephone:

Signature:  
Name:  
Address:  
E-Mail:  
Telephone (O):  
(H):

For estates of decedents, the gross fair market valuation of all assets, regardless of situs, should be given as of the date of death. List all out-of-state assets on appropriate schedules. A Supplemental Inventory should be utilized for correcting, adjusting or adding to an original inventory. A qualified and disinterested appraiser may be employed to ascertain the value of any asset, the value of which may be subject to reasonable doubt. If an appraiser is employed, his/her name and address should be indicated with the item or items he/she appraised.

Within ninety (90) days following appointment, a copy of the Inventory and appraisement shall be sent to each interested person who requests it, and the original inventory filed with the Probate Court.

RECAPITULATION

|                                                                     | Non-Probate   | Probate    |
|---------------------------------------------------------------------|---------------|------------|
| Schedule A - Real Estate                                            | \$            | \$ 0.00    |
| Schedule B - Stocks and Bonds                                       |               | 0.00       |
| Schedule C - Notes Due Decedent and Cash                            |               | 475,915.56 |
| Schedule D - Insurance on Person's Life: Part 1 - Payable to Estate |               | 0.00       |
| Part 2 - Payable to Beneficiary                                     |               | 0.00       |
| Schedule E - Jointly Owned Property                                 |               | 0.00       |
| Schedule F - Other Miscellaneous                                    |               | 0.00       |
| Other Assets Payable to Estate                                      |               | 0.00       |
| Schedule G - Transfers during Decedent's life                       |               | 0.00       |
| Schedule H - Powers of Appointment                                  |               | 0.00       |
| Schedule I - Annuities and Retirement Accounts                      | 48,984.62     | 70,695.96  |
| TOTAL GROSS VALUE                                                   | \$ 595,596.14 |            |
| ENCUMBRANCES                                                        | ( 0.00 )      |            |
| TOTAL NET WORTH                                                     | \$ 595,596.14 |            |

570

IF WHEN COMPLETING THE FOLLOWING SCHEDULES, PLEASE REMEMBER TO LIST ALL ASSETS, REGARDLESS OF SITUS. ALL OUT-OF-STATE ASSETS MUST BE DISCLOSED.

**SCHEDULE A - Real Estate** (All interest in real property except those held with right of survivorship) (If none, so state.) (For jointly owned property with right of survivorship, see schedule E)

| Item No. | Description<br>(Include county and state) | Tax Assessor's Fair<br>Market Value for year of<br>Decedent's Death | Appraised Value | Appraised Value of<br>Decedent's Interest |
|----------|-------------------------------------------|---------------------------------------------------------------------|-----------------|-------------------------------------------|
|          |                                           |                                                                     |                 |                                           |
|          |                                           |                                                                     |                 |                                           |
|          |                                           |                                                                     |                 |                                           |
|          |                                           |                                                                     |                 |                                           |
|          |                                           |                                                                     |                 |                                           |
|          |                                           |                                                                     |                 |                                           |
|          |                                           |                                                                     |                 |                                           |
|          |                                           |                                                                     |                 |                                           |
|          |                                           |                                                                     |                 |                                           |
|          |                                           |                                                                     |                 |                                           |

**TOTAL SCHEDULE A**

(also enter under recapitulation, page 1)

\$ \_\_\_\_\_ NONE

**SCHEDULE B - Stocks and Bonds** (If none, so state.) (For jointly owned property with right of survivorship, see schedule E)

| Item No. | Description | Face Value | Appraised Value |
|----------|-------------|------------|-----------------|
|          |             |            |                 |
|          |             |            |                 |
|          |             |            |                 |
|          |             |            |                 |
|          |             |            |                 |
|          |             |            |                 |
|          |             |            |                 |
|          |             |            |                 |
|          |             |            |                 |
|          |             |            |                 |

**TOTAL SCHEDULE B**

(also enter under recapitulation, page 1)

\$ \_\_\_\_\_ NONE

**SCHEDULE C - Notes due to Decedent and Money on hand and in banks** (If none, so state.) (For jointly owned property with right of survivorship, see schedule E)

| Item No. | Description                              | Value        |
|----------|------------------------------------------|--------------|
| 1.       | Cash received from Kathy Huffstickle     | \$200,000.00 |
| 2.       | Promissory Note from Kathy Huffstickle   | 60,651.42    |
| 3.       | Cash received from Lois H. Griffin       | 16,000.00    |
| 4.       | Wachovia Bank CD (86,376.06 & 43,730.68) | 130,106.74   |
| 5.       | Founders Federal CU                      | 69,157.40    |
|          |                                          |              |
|          |                                          |              |
|          |                                          |              |
|          |                                          |              |
|          |                                          |              |

**TOTAL SCHEDULE C**

(also enter under recapitulation, page 1)

\$ \_\_\_\_\_ 475,915.56

(If more space is required, insert tax schedules or additional sheets of same size.)

Life Insurance Payable to the Estate

\$ 0.00

also enter under recapitulation, page 1)

\$ 0.00

(also enter under recapitulation, page 1)

**SCHEDULE E - Jointly owned Property (with right of survivorship) (if none, so state.)**  
 E - You must complete Schedule E if the Decedent owned any property jointly with right of survivorship at the time of death, whether or not the decedent's interest is included in the gross estate.

percentage includible: 14. If decedent and spouse - the amount included is one-half (50%) of the value in all cases.

Other joint interest - Generally you must include the full value of the jointly owned property in the gross estate. However, the full value should not be included if you can show that a part of the property originally belonged to the other tenant(s). The amount included is the amount of the decedent's contribution to the joint account(s).

\$ 0.00

(also enter under recapitulation, page 1)

(If more space is required, insert tax schedules or additional sheets of same size.)

[illegible]

(also enter under recapitulation, page 1)

\$ \_\_\_\_\_ 0.

**SCHEDULE G - Transfers During Decedent's Life** - Transfers intended to take effect at death. United States Government Bonds "Payable on Death"; Trust created by Decedent in which income for life was retained; power to revoke or other incidents of ownership retained; life insurance transfers. Lifetime transfers of real property in which decedent retains a life estate or other incidents of ownership.

If "yes" please give date and type of transfer and list total amount payable to estate:  
(If more space is required, insert additional sheet of same size.)

(also enter amounts payable to estate under recapitulation, page 1)

\$ 0.

Page 4 of 4

573

**SCHEDULE H - Power of Appointment** Property, both real and personal, over which Decedent possessed a Power of Appointment whether

Did Decedent possess a Power of Appointment? ☐ YES ☒ NO

If "yes", did Decedent exercise the power of appointment in favor of estate? ☐ YES ☐ NO

If "yes", please describe and list total amount payable to estate. \$ \_\_\_\_\_  
(more space is required, insert additional sheets of same size.)

**TOTAL SCHEDULE H** \$ 0.00  
(also enter amounts payable to estate under recapitulation, page 1)

**SCHEDULE I - Annuities and retirement (IRA's, 401(k), Etc.)**

Did Decedent own any accounts as described above? ☒ YES ☐ NO

If "yes", is the estate designated as the beneficiary of these accounts? ☒ YES ☐ NO

If "yes", please describe and list total amount payable to estate. \$ 70,695.96  
(more space is required, insert additional sheets of same size.)

TransAmerica #26863866 (pd. \$70,695.96 less Fed. taxes withheld of \$2365.75 = \$68,330.21

Sunlife Financial Annuity - KA 00053810-2 payable to named benes. - Lois H. Griffin, John C. Hinson & Kathy Huffstickle, \$12,097.38

Western-Southern Life Annuity - 26863866, payable to Lois H. Griffin, Kathy Huffstickle & John Hinson, \$36,887.27

**TOTAL SCHEDULE I** \$ 70,695.96



576

STATE OF SOUTH CAROLINA )  
COUNTY OF CHESTER )

*new will made up*  
**LAST WILL AND TESTAMENT  
OF  
REBA PETTIT HINSON**

IN THE NAME OF GOD, AMEN:

Recorded- Book E  
Page 246

I, REBA PETTIT HINSON, of Chester County, South Carolina, being of sound mind and disposing memory, do make, declare, and publish this as my Last Will and Testament, hereby revoking any and all others that I have heretofore made.

ITEM ONE: I hereby direct that all my just debts and lawful charges against my estate be promptly paid.

ITEM TWO: I will, devise, bequeath and appoint to my daughter, LOIS H. GRIFFIN, my home and the 32+/- acres on which it is situated, for her lifetime, with the remainder to her children. This property has a Tax Map Number of 158-00-00-007-000.

ITEM THREE: I will devise, bequeath and appoint that my monies shall be divided as follows: one-fourth (1/4) to Kathy Huffstickle, one-fourth (1/4) to John C. Hinson, one-fourth (1/4) to Lois H. Griffin, and one-fourth (1/4) to the children of William C. Hinson, deceased, the child or children of a deceased child to take their parent's share. *see*

ITEM FOUR: All the rest, residue, and remainder of my property, real, personal, and mixed, wherever situated, located or found, I give, devise, bequeath, will, and appoint to Kathy Huffstickle, John C. Hinson, and William C. Hinson, the child or children of a deceased child to take their parent's share. *see*

ITEM FIVE: The Tracts of property located on the river were devised to me by the Will of my husband, Levie Hoyt Hinson, for my lifetime and then to my bodily heirs forever. Therefore, all of my children shall receive an equal undivided interest in this property, the child or children of a predeceased child to take their parent's share.

ITEM SIX: I hereby nominate, constitute, and appoint LOIS H. GRIFFIN and KATHY HUFFSTICKLE as Co-Personal Representatives of this my Last Will and Testament. I direct

LOIS H. RODDEY  
JUDGE OF PROBATE  
2008 DEC 15 P 4:09  
PROBATE COURT  
CHESTER COUNTY S.C.

*WGH* *D.H.* *R.P.H.*

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that my named Personal Representative and Alternate Personal Representative be exempt from giving any official bond.

IN WITNESS WHEREOF, I, REBA PETTIT HINSON, the Testatrix, sign my name to this instrument this 23<sup>rd</sup> day of JUNE, A.D. 1998, and being first duly sworn do hereby declare to the undersigned authority that I sign and execute this instrument as my Last Will and Testament, and I sign it willingly; that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Reba Pettit Hinson (L.S.)  
Reba Pettit Hinson

STATE OF SOUTH CAROLINA )  
COUNTY OF LANCASTER )

We, the undersigned witnesses, sign our names to this instrument being first duly sworn, and we do hereby declare to the undersigned authority that the Testatrix, REBA PETTIT HINSON, signed and executed this instrument as Testatrix's Last Will and Testament and that Testatrix signed it willingly, and that each of us, in the presence and hearing of the Testatrix, hereby signs this Will as witness to the Testatrix's signing, and that to the best of our knowledge the Testatrix is eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Will Gray II  
Witness  
De Ann Hamilton  
Witness

Residing at Lancaster, SC.  
Residing at Lancaster, SC.

SUBSCRIBED, SWORN TO, AND ACKNOWLEDGED  
BEFORE ME BY THE TESTATRIX. AND SUBSCRIBED  
AND SWORN TO BEFORE ME BY THE WITNESSES  
THIS 23<sup>rd</sup> DAY OF JUNE, A.D., 1998

Will Gray II (L.S.)  
Notary Public for South Carolina  
Commission expires: 10-28-99

578

# Bogan Law Firm

Phone: (803) 256-6747  
Fax: (803) 771-0610

P.O. Box 12489 Columbia, SC 29211-2489  
1320 Washington Street, Columbia, SC 29201-3312

Email: [Steedley@gmail.com](mailto:Steedley@gmail.com)

J. Steedley Bogan

July 2, 2007

Hon Lois H. Roddey  
Chester County Probate Judge  
140 Main Street  
Chester, SC 29706

DA JUL-3 A 10:36

CHESTER COUNTY S.C.

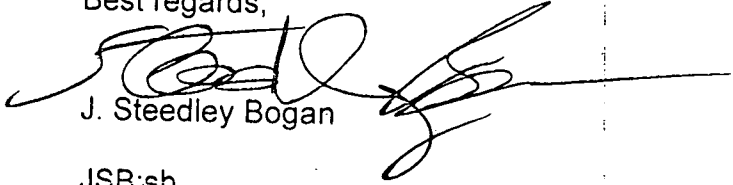
Re: Kathy H. Huffstickle, In the Matter of : Levie Hoyt Hinson

Dear Judge Roddy:

I represent Darrell Wayne Hinson who is the son of William Hinson. I understand that the hearing schedule for July 5 has been continued and that this matter will now be set for a hearing on August 9, 2006. As I informed your office this morning my schedule is clear for August 9 and I have been informed that Ned Gregory and James Boyd are also available on that date.

Please send me notice of the hearing when it is scheduled. This is also to request a complete copy of the Probate Estate file on Levi Hoyt Hinson and a copy of the Estate file on Reba P. Hinson. Please send me you bill for the cost of copying the files.

Best regards,

  
J. Steedley Bogan

JSB:sb

Cc: James Boyd, Esquire  
Ned Gregory, Esquire  
Darrell W. Hinson

579

Ned Gregory, II

**GREGORY & GREGORY<sup>SM</sup>**

ATTORNEYS AT LAW

Post Office Box 967  
210 West Meeting Street  
Lancaster, South Carolina 29721-0967  
Telephone (803) 283-3324  
Fax Line (803) 283-3326  
E-Mail: [ngregory@infoave.net](mailto:ngregory@infoave.net)

Toy R. Gregory, Sr.  
(1899 - 1973)  
Ned Gregory, Sr.  
(1903 - 1985)

February 28, 2007

Honorable Lois H. Roddey  
Chester County Probate Judge  
Post Office Drawer 580  
Chester, South Carolina 29706

RE: Estate of Levie Hoyt Hinson  
Case No. 86-ES-12-188

Dear Judge Roddey,

In our research and preparation of the documents requesting appointment of a personal representative of the Estate of Reba Pettit Hinson, we have been apprised of an omission in the Petition to Prove Will in regards to the above captioned Estate. Paragraph 3 of the Petition, which contains a list of devisees of the Testator, includes the widow, Reba P. Hinson and three children, John C. Hinson, Lois H. Griffin and Kathy H. Huffstickle. Mr. Hinson's Last Will and Testament provides (in Item II) that his real estate be devised to his wife for life, with remainder to their bodily heirs. Item I refers to a pre-deceased son, William C. Hinson.

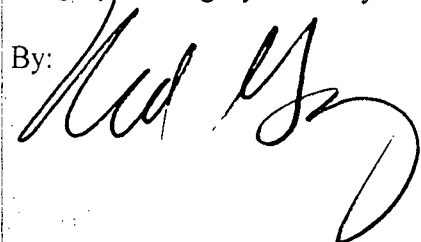
I am advised that William C. Hinson had nine children, eight of whom survived the Testator. Their names and dates of birth are listed on the enclosure.

Please advise of the procedure necessary to amend the Real Estate Conveyances / Devisees form since this Estate proceeded the July 1, 1987 effective date of the current Probate Code.

Yours very truly,

Gregory & Gregory Attorneys

By:

 II

NGII/law  
enclosure

cc. Lois H. Griffin

580

William Calvin Hinson and Rosa J. Hinson had nine children.

1. William Levy Hinson born - March 19, 1947
2. John Daniel Hinson born - April 19, 1948
3. Charles Jerry Hinson born - December 20, 1949
4. Robert Harold Hinson born - December 3, 1950
5. Michael Dennis Hinson born - April 3, 1952 (died April 17, 1952)
6. William Calvin Hinson • born - July 17, 1953
7. Etta Elaine Hinson • born - July 31, 1954
8. Linda Kay Hinson • born - February 16, 1956
9. Darrell Wayne Hinson born - April 5, 1961 ←

COPY

COPY

AUTHORIZED

UNAUTHORIZED

COPY COPY COPY COPY COPY

AUTHORIZED DELAYED CERTIFICATE OF BIRTH UNAUTHORIZED

Vital Statistics - State Board of Health  
SOUTH CAROLINA

Birth No. 189-551-32

STATE OF S. C. (L. S.) County of Birth Chester  
 COUNTY OF Highland City of Birth Fort Lawn  
 Name at Birth KATHY EUGENIA HINSON Sex Female Date of Birth December 11, 1951

FATHER  
 Full Name Levie H. Hinson Race or Color White  
 Birth Date May 25, 1899 (State or Country) S. C.

MOTHER  
 Maiden Name Reba N. Pettit Race or Color White  
 Birth Date 7-3-1915 (State or Country) S. C.

The above statements are true to the best of my knowledge and belief.

SIGNATURE OF PERSON REGISTERED OR OF PARENT OR GUARDIAN, IF UNDER 21 YEARS OF AGE

*Reba P. Hinson*  
 (Exactly as used at present time)

If married woman sign maiden name here also.

Subscribed and sworn to before me this 12th day of July 1961

NOTARY  
SEAL

*Ann A. Owens*  
 Notary Public

My commission expires at pleasure of Governor.  
 DO NOT WRITE BELOW THIS LINE

## ABSTRACT OF SUPPORTING EVIDENCE

| Kind of Document                                | Place Issued       | Date Filed |
|-------------------------------------------------|--------------------|------------|
| MARRIAGE RECORD OF PARENTS                      | Chester Co., S. C. | 10-10-36   |
| Life & Casualty Ins. Co. of Tenn 17750670       | Nashville, Tenn.   | 12-21-51   |
| Statement from Records of McDonald Green School | Lancaster, SC      | 8-28-58    |

| Birth Date or Age | Birth Place       | Name of Father   | Maiden Name of Mother |
|-------------------|-------------------|------------------|-----------------------|
| 1                 |                   | Levie H. Hinson  | Reba N. Pettit        |
| 2 next birthday   |                   |                  |                       |
| 3 12-4-51         | Chester Co., S.C. | Levi Hoyt Hinson | Reba (Hinson)         |

Date Filed 7-13-61

Registrar

*Ann A. Owens*  
 Corrections Clerk

582

August 8, 2007

9:45

Cathy Carpenter secretary to Mr. Jim Boyd called this morning to confirm hearing still scheduled for August 9, 2007, at 2:00 PM and I told her yes. Asked her if she knew who will be here possibly. She said Mr. Boyd representing Kathy Huffstickle; Ned Gregory representing Lois Griffin and J. Steedly Bogan representing Daryl Wayne Hinson are the only ones she knows about.

Cathy called back at 10:10 Just spoke with the attorneys and they definitely will be here with their clients; Notice of Hearing was sent to seven others and we understand that they are planning on attending the hearing.

June 4, 2008

Admitting Will to Barbette  
23,03. well

H. Boyd, atty  
Drury, atty  
Bogan, atty

June 27, 2007

Mell Woods  
P.O. Box 2603  
Lancaster, SC 29721

The Honorable Lois Roddey  
Judge of Chester County Probate Court  
Chester County Courthouse  
Chester, South Carolina

PROBATE COURT  
CHESTER COUNTY S.C.

2007 JUN 28 P 1:46

LOIS H. RODDEY  
JUDGE OF PROBATE

Hand Delivered.

Dear Judge Roddey:

This is in regard to Mrs. Reba Hinson. Mrs. Hinson died late last year and there is nothing on file concerning her estate. Perhaps there is nothing to file, however I have an interest in knowing if the estate is going to be probated. I spoke to you about this several months ago and you checked and verified that nothing had been filed. And I am sure nothing was there on the day I talked to you about this. However since that time, some of the Hinson heirs have been talking about seeing certain papers that have been prepared for filing. If you have any informal letters, papers, documents, or anything that is not in the record yet, please furnish these to me under the South Carolina Freedom of Information Act.

Request for Records Under the South Carolina Freedom of Information Act:

You are requested to release to the undersigned requestor, *All the papers, cards, tapes, photographs, maps, books, or other documentary material* retained by you in regard to Mrs. Reba Hinson; everything that is filed in the Court Record and is available for public inspection is not meant to be part of this request. Please note that this request is to view and inspect the actual records, but is not a request for copies [at the present time]. The listed records are public and subject to release under current South Carolina statutory and case law; and no record released will be used for a commercial purpose.

A TRUE COPY  
*Lois H. Roddey*  
JUDGE OF PROBATE  
CHESTER COUNTY, S.C.

Sincerely,

*Mell Woods*  
Mell Woods

Private Last Will  
April 5 2003

Last Will and Testament of Reba P. Hinson

1. I Will and direct that my Executors hereinafter shall the first money coming into there hands from my estate my just debts if any , Doctors , Hospile , Ambulance as soon as possible after he or she is qualified .

The cash if any will be divided equal between my four children named 1 ~~Lois~~ Lois S. Griffin , Kathy E Huffstickle , John C. Hinson William C. Hinson heirs ( he is deceased).

At my death I Reba P. Hinson bequest to my daughter Lois S. Griffin certificate at Spratts Bank in Chester , S.C. to be giving at my death to be put in trust fund for her as need . She will have no income to be used as need . Why ? . She has no land bording the river except one small area. The other children have a yearly income off of track number one Kathy , John C. , William C. Hinson, heirs . John C. #2 Tract William C. heirs track # 3.

Lois will inheret track # 4 which is the homestead . That land was given to me by my father and mother Shufford and Hettie Pettit  $\frac{1}{4}$  of my father estate . I Reba P. Hinson my selfbought my sister Ruth Dority her inherts. and my brother  $\frac{1}{4}$  Albert W. Pettit of his inherts of my father property.

At my death I will to Lois S. Griffin my Automobile , rings watches all jewelry . I ask that all household goods stay in my house until Lois S. Griffin death. To be divided between the four children or their heirs , Lois heirs , Kathy , John C. Williams C. Heirs.

As for the land that my husband had to be divided as following.

Lot # 1 track of land to Kathy Huffstickle.

lot # 2 track of land to John C. Hinson

Lot # 3 track of land to William C. Hinsons heirs .

Lot # 4 track of land with home stead on it.

LOIS H. KIPP  
JUDGE OF PROBATE  
2000 JAN 29 A 11:03  
PROBATE COURT  
CHESTER COUNTY S.C.

Whitch was property that I inherited from my father property Shufford and Hettie Pettit.

I Reba P. Hinson bought my sister part of father property I also bought my brother property of my father property my self with my money. This track of land is known as track land as# 4

witness

Patricia A. Evans

Patricia Doris

4/24/03

Reba P. Hinson

Reba P. Hinson

[Signature]

4/24/03

notary

My Commission Expires  
July 24, 2012

4/24/03

70115  
WA 60141

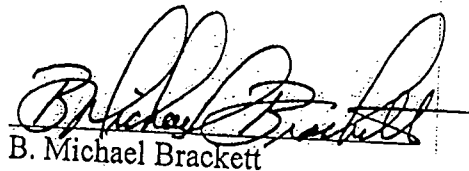
Private Will of Reba P. Hanson 4-24-03

1. Transcript of January 4, 2012 Circuit Court appeal hearing (31 pages); pp 719-751
2. Respondent's Magistrate Court's Complaint for Possession of Real Property/Application for Ejectment dated March 11, 2011; pp 591-593

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3. Magistrate Court's Rule to Vacate or Show Cause dated March 16, 2011; pg 590
4. Supplemental Affidavit of Service dated March 22, 2011; pg 625
5. Appellant's Verified Answer, Counterclaim, and Motion to Dismiss dated March 24, 2011; pp 601-603
6. Respondent's Motion to Dismiss Counterclaim dated March 28, 2011; pp 620-624
7. Appellant's Amendment of Counterclaim dated May 2, 2011; pp 626-630
8. Magistrate's Court Order dated June 2, 2011; pp 710-713
9. Appellant's Notice of Appeal and Grounds of Appeal to Circuit Court dated June 13, 2011; pp 714-716
10. Circuit Court Order Affirming Magistrate Court dated January 16, 2012; pp 752-757
11. Appellant's Rule 59(e) Motion dated February 11, 2012; pp 758-770
12. Circuit Court Order Denying Appellant's Rule 59(e) Motion dated April 23, 2012; pg 771
13. South Carolina Supreme Court Order dated July 16, 2012. pg 787

I certify that this designation contains no matter which is irrelevant to this Appeal.



B. Michael Brackett  
Moses & Brackett, PC  
P.O. Box 100261  
Columbia, SC 29202  
803.461.2312  
Attorney for Respondent

589

April 1, 2013

WRIT can be done on 3/28/11

STATE OF SOUTH CAROLINA

COUNTY OF CHESTER

2011CV1210100148  
CIVIL CASE NUMBER  
MAGISTRATE'S COURT

RULE TO VACATE OR SHOW CAUSE

John D Hinson; Jerry Hinson; John C Hinson  
Kathy Huffstickle; Robert H. Hinson  
Darrell W. Hinson; Lois Hinson  
Tina Jones; George Stanford, PR for Linda Stanford

ATTNY: B. MICHAEL BRACKETT, ESQUIRE  
PO BOX 100261  
COLUMBIA, SC 29202

PLAINTIFF(S)

Vs

Mel Woods  
1537 Hinton Road  
Great Falls, SC 29055

DEFENDANT(S)

Upon the application of the Plaintiff(s) listed above, which states:

- ☒ TENANT HAS FAILED TO PAY RENT WHEN DUE OR DEMANDED.  
☐ THE TERMS OF THE TENANCY OR OCCUPANCY HAVE ENDED  
☐ THE TERMS OR CONDITIONS OF THE LEASE HAVE BEEN VIOLATED.

You the defendant(s) or lessee(s) of the premises located at the address listed above, and all others, are ordered to vacate the premises immediately pursuant to S.C. Code of Laws Section 27-37-10 or contact the: Chester Magistrate District 2, 158 Main Street, Chester, SC 29706, (803) 581-5136, within ten (10) days excluding date of service, for the purpose of showing why you and all occupants should not be ejected from these premises.

FAILURE TO VACATE THE PREMISES OR TO RESPOND WITHIN TEN (10) DAYS MAY RESULT IN THE ISSUANCE OF A WRIT OF EJECTMENT.

Wednesday, March 16, 2011

Solomon  
JUDGE, Chester Magistrate District 2

Personally appeared before me, the undersigned deponent, being duly sworn, says that he attempted to serve the Rule to Vacate or Show Cause on Mel Woods on the following dates/times:

| DATE     | TIME  | INITIALS |
|----------|-------|----------|
| 1. _____ | _____ | _____    |
| 2. _____ | _____ | _____    |
| 3. _____ | _____ | _____    |

DATE OF SERVICE

TIME OF SERVICE

SETTLED/DATE

VACANT/DATE

PERSON SERVED & RELATIONSHIP IF NOT DEFENDANT:

Sworn to and subscribed before me  
This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC OR JUDGE

R E Lewis  
SIGNATURE OF SERVER

On \_\_\_\_\_ I DEPOSITED IN THE UNITED STATES MAIL IN AN ENVELOPE ADDRESSED TO THE DEFENDANT(S) ABOVE WITH FIRST CLASS POSTAGE AFFIXED THERETO, A COPY OF THIS DOCUMENT.

MAGISTRATE'S CLERK

refuse to take paper  
Dropped at his feet.

STATE OF SOUTH CAROLINA  
COUNTY OF CHESTER

IN THE MAGISTRATE'S COURT

Robert H. Breakfield, Esquire as  
attorney-in-fact for John D. Hinson,  
John C. Hinson, Jerry Hinson,  
Kathy Huffstickle, Robert H. Hinson,  
Darrell W. Hinson, Lois Hinson, Tina  
Jones, George Stanford as Personal  
Representative of the Estate of Linda Stanford,  
William L. Hinson, Elaine H. Hensley, and  
William C. Hinson, Jr.,

Complaint for Possession of  
Real Property/ Application for  
Ejectment

Plaintiff-Landlord,

v.

Mell Woods,

Defendant-Tenant.

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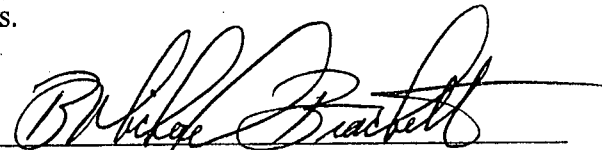
Plaintiff, complaining of the Defendant, alleges upon information and belief that:

1. Plaintiffs were remaindermen to the life estate held by Reba Hinson in and to certain real property on Fishing Creek Lake in Chester County.
2. The property owned by Reba Hinson's spouse, Levie Hoyt Hinson, contains 97 acres, more or less, and has been identified as Chester County TMS# 158-0-0-003.
3. The Last Will and Testament of Levie Hoyt Hinson dated April 21, 1977 and probated in the Chester County Probate Court, devised to his spouse Reba Hinson a life estate in all real property owned by Levie Hoyt Hinson with the remainder interest to pass to their bodily heirs upon the termination of the life estate.
4. By Order of the Chester County Probate Court dated October 15, 2007, it was determined that the above-named persons are the bodily heirs to whom title to the real estate passed upon the death of Reba Hinson on January 3, 2007. A copy of said Order is attached hereto and incorporated herein as **Exhibit A**.
5. During her life estate Reba Hinson leased a lot and residence to the Defendant known as 1537 Hinton Road. The lot is part of the larger parcel known as TMS#158-0-0-003. The

terms of the lease agreement are not clear, except that the Defendant was to pay rent to Reba Hinson.

6. When Reba Hinson died, her life estate terminated by operation of law, and the lease agreement with the Defendant immediately terminated by operation of law, thereby causing the Defendant to become a tenant -at-will on a month-to-month basis.
7. The remaindermen successors to the property immediately became the fee owners of the property, including 1537 Hinton Road, and became landlords of the property occupied by the Defendant.
8. Defendant was delinquent with his rent to Reba Hinson, and has not paid rent since Reba Hinson's death. Defendant has been occupying and using the land (1537 Hinton Road) owned by the remaindermen without paying for said use and occupation, and has lived on said lot for many years without paying fair rental. Attached hereto and incorporated herein as **Exhibit B** are the Defendant's answers to interrogatory nos. 5 and 6 in a related case in which the Defendant expressly admitted that he has not paid rent.
9. Defendant is in breach of lease and has been in breach of lease for many years.
10. Plaintiff is entitled to have the Defendant immediately evicted from the property (1537 Hinton Road) and to have possession of the property returned to its owners.
11. Plaintiff is entitled to a temporary injunction to compel the Defendant to vacate the property, to be determined pursuant to a rule to show cause issued pursuant to S.C. Code Ann. §27-37-20 requiring the Defendant to immediately vacate the premises or show cause within ten days after service of the summons, complaint and rule to show cause why he should not be ejected.

Wherefore, Plaintiff, on behalf of the remaindermen owners, prays for a judgment of the court evicting the Defendant from the property known as 1537 Hinton Road and putting the owners of said property in possession of the premises.

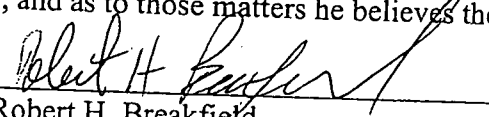


B. Michael Brackett  
Moses Koon & Brackett, PC  
P.O. Box 100261  
Columbia, Sc 29202  
803.461.2312  
Attorney for Plaintiff

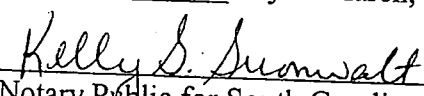
March // , 2011

Verification

\_\_\_\_\_ Personally appeared before me Robert H. Breakfield, Esquire, who being first duly sworn on oath, says that he, in his capacity as attorney-in-fact, is the Plaintiff in the foregoing action and has read the allegations in the foregoing Complaint, and the same are true of his own knowledge, except those matters stated on information and belief, and as to those matters he believes them to be true.

  
\_\_\_\_\_  
Robert H. Breakfield

SWORN to and subscribed before me  
this 10th day of March, 2011.

  
\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: 1-16-2019

593

LOIS H. RODDEY  
JUDGE OF PROBATE

2007 OCT 30 A 11:54

PROBATE COURT  
CHESTER COUNTY S.C.

IN THE PROBATE COURT  
SIXTH CIRCUIT COURT

Case No. 1986-ES-12-18

ORDER

LOIS H. RODDEY  
JUDGE OF PROBATE

2007 OCT 16 A 9:13

PROBATE COURT  
CHESTER COUNTY S.C.

STATE OF SOUTH CAROLINA )

COUNTY OF CHESTER )

Kathy H. Huffstickle, )

In the Matter of: Levie Hoyt Hinson, )

Petitioner. )

vs. )

Lois H. Griffin, )

Respondent. )

This matter came before the Court on August 9, 2007, for a hearing on the Petition of Kathy H. Huffstickle dated May 23, 2007, seeking to set aside an amended real estate conveyance filed by the Probate Court on March 8, 2007. It appears that Levie Hoyt Hinson died on August 1, 1986, leaving a Last Will and Testament. Item I of Levie Hoyt Hinson's Will reads as follows:

"I will, devise and bequeath unto my beloved wife, Reba P. Hinson all of my personal property of every kind and description including cash money. At her death, the remainder if any, to our beloved children. Name: William C. Hinson deceased his heirs, Lois H. Griffin, John C. Hinson, and Kathy H. Huffstickle, share and share alike."

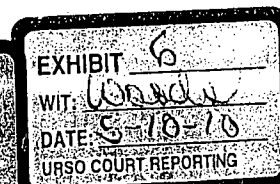
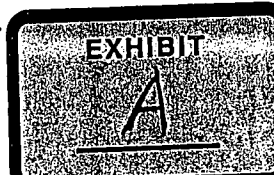
Item II of the Will reads as follows:

"I will, devise and bequeath unto my beloved wife, Reba P. Hinson all my real estate, in fee simple, as long as she lives then to our bodily heirs forever."

Item II of the Will appears to leave a Life Estate to Reba P. Hinson in all of Levie Hoyt Hinson's real estate then to the bodily heirs forever. The issue in this case turns upon a determination of the intention of Levie Hoyt Hinson in using the language "bodily heirs". It was the contention of the Petitioner that the deceased intended to leave to his bodily heirs the property in question and that Lois H. Griffin was not his bodily heir. It was the contention of Lois H. Griffin that Kathy H. Huffstickle was not a bodily heir of

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A TRUE COPY  
*Lois H. Roddey*  
JUDGE OF PROBATE  
CHESTER COUNTY, S.C.



the parents and that she did not inherit any real estate. It was an alternate contention of Kathy H. Huffstickle that she was the only joint child of Levie Hoyt Hinson and Reba P. Hinson so she is the only bodily heir.

It appears that Levie Hoyt Hinson fathered William C. Hinson and John C. Hinson prior to his marriage to Reba P. Hinson. It appears that Reba P. Hinson gave birth to Lois H. Griffin prior to her marriage to Levie Hoyt Hinson. There was conflicting testimony as to whether or not Kathy H. Huffstickle was the child of Levie Hoyt Hinson and Reba P. Hinson. The defense presented witnesses that Kathy H. Huffstickle was actually a child of the sister of Reba P. Hinson. Kathy H. Huffstickle stated that to her knowledge she was the child of Levie Hoyt Hinson and Reba P. Hinson. A birth certificate was introduced into evidence showing Reba P. Hinson and Levie Hoyt Hinson as the parents of Kathy H. Huffstickle.

20  
834  
x  
Item I of the Will lists each of the children of Levie Hoyt Hinson and Reba P. Hinson. I find that Levie Hoyt Hinson intended to leave the real estate to all of the children listed in Item I and used the term bodily heirs in Item II of the Will interchangeably with the children in Item I of the Will. I further find that he intended to include Kathy H. Huffstickle and Lois H. Griffin as children and bodily heirs.

IT IS SO THEREFORE ORDERED

- A. That the amended real estate conveyance of March 8, 2007, is affirmed,
- B. That the real property consisting of 92 acres referred to in the Petition as tax map no 158-0-0-3 is hereby declared to be owned, as tenants in common, by the bodily heirs of Levie Hoyt Hinson,
- C. That the bodily heirs of Levie Hoyt Hinson are hereby declared to be John C. Hinson, Lois H. Griffin, Kathy H. Huffstickle, and the heirs of William C. Hinson, and
- D. That the heirs of William C. Hinson are William Levy Hinson, John Daniel Hinson, Charles Jerry Hinson, Robert Harold Hinson, William

Calvin Hinson, Etta Elaine Hinson, Linda Kay Hinson, and Darrell Wayne  
Hinson.

AND IT SO ORDERED,

October 15<sup>th</sup> 2007  
Chester, South Carolina

Lois H. Roddey  
Lois H. Roddey  
Chester County Probate Judge

STATE OF SOUTH CAROLINA ) IN THE COURT OF COMMON PLEAS  
COUNTY OF CHESTER ) SIXTH JUDICIAL CIRCUIT  
CIVIL CASE NO. 2010-CP-12-00 595

MELL WOODS,

PLAINTIFF,

vs.

JOHN D. HINSON, )  
Christine E. Jones, )  
John C. Hinson, Kathy )  
Huffstickle, Robert H. )  
Hinson, Darrell W. )  
Hinson, Charles J. Hinson, )  
William L. Hinson, )  
Elaine H. Hensley, )  
William C. Hinson, Jr., )  
John Does, (1-5), Jane )  
Does, (1-2), )

DEFENDANTS, )

ANSWERS TO

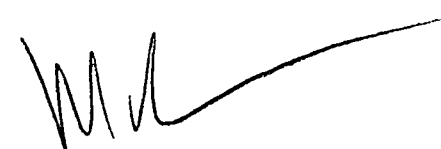
INTERROGATORIES

NUMBERS 1-11.

CERTIFICATE OF SERVICE:

I hereby certify that I have served the defendant with a copy  
of the above documents by serving his counsel of record by U.S. Mail;

This 15 Day of February, 2011.

  
Mell Woods

P.O. Box 2603  
Lancaster, SC 29721

597



5. Did you pay rent to Reba Hinson prior to her death? If so, what was the amount of the rent and when was it paid? *No*

6. Have you paid rent to anyone in the Hinson family since the date of Reba Hinson's death? If so, how much was paid, to whom was it paid, and when was it paid? *No*

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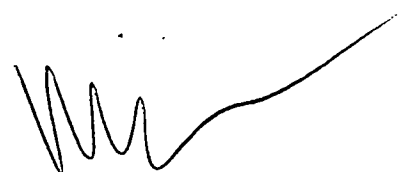
**VERIFICATION**

**STATE OF SOUTH CAROLINA  
COUNTY OF CHESTER**

Mell WOODS, being duly sworn and as affiant herein, hereby states upon his oath that affiant has examined the answers to the Interrogatories propounded by defendant, 1-11, and each answer is correct, affiant makes these statements upon his own personal knowledge.

Further, affiant saith not.

This 15 day of February, 2011.



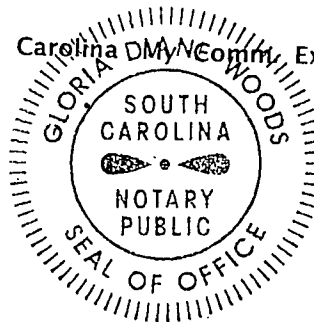
\_\_\_\_\_  
Mell Woods

Sworn to, and subscribed before me,

This 15 day of February, 2011.

Gloria D. Woods Notary Public for South Carolina DMV Comm. Expires 01/08/2018.

Gloria Diane Woods



PAGE 2

STATE OF SOUTH CAROLINA )

COUNTY OF CHESTER )

IN THE MAGISTRATES COURT

2011CV1210400002

Robert H. Breakfield, Esquire, )  
as attorney-in-fact for )  
John D. Hinson, )  
John C. Hinson, Jerry Hinson, )  
Kathy Huffstickle, )  
Robert H. Hinson, )  
Darrell W. Hinson, )  
Lois Hinson, Tina Jones, )  
George Stanford as Personal )  
Representative of the Estate )  
of Linda Stanford, )  
William L. Hinson, )  
Elaine H. Hensley, and )  
William C. Hinson, Jr., )

Plaintiffs, )

-vs- )

Mell Woods, )

Defendant. )

ATTEST: TRUE COPY OF FILE

The attached materials constitute a true and complete copy of this Court's file in the above entitled case as of May 2, 2011.

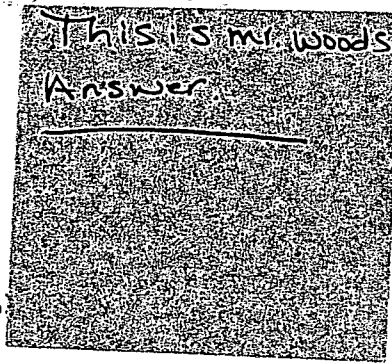
YALE LAMORE

Chester County Magistrate  
Rossville District

Great Falls, South Carolina

May 2, 2011

600



STATE OF SOUTH CAROLINA  
COUNTY OF CHESTER

THE MAGISTRATE COURT

John D. Hinson,

Case # 2011CV1210100148

and Robert Breakfield, et.al.,

Plaintiffs,

VERIFIED MOTION TO  
DISMISS FOR LACK OF  
JURISDICTION

vs.

Mell Woods,

Defendant.

Verified Answer of Defendant

FIRST DEFENSE:

Defendant has not been properly served; on Wednesday, March 16, 2011, plaintiffs hired a Chester County Deputy to stalk, observe, and intimidate defendant while present in Chester County Courthouse, in the Court of Common Pleas, in attendance of civil matters, all the time while the court was in session; such conduct is not proper; plaintiffs created the situation out of malice; when the deputy tried to serve the eviction papers herein, defendant informed the deputy that it was not proper to attempt to serve papers while the court was in session and that the papers should be served at a residence in accordance with S.C. Statute 27-30-30;

had the deputy been armed with a civil summons as required by SCRCF 4(d), (personal service), the result could be different, but the deputy possessed only a so-called, "Rule to Show Cause", causing the deputy stand naked in front of the law, then and now, in trying to serve papers with Circuit Court in session; defendant has an English Common Law Right to be immune from service of process in going to, returning from, or attending a South Carolina Circuit Court; defendant asserts his right to be free of process while in circuit court and does not voluntarily appear herein;

**SECOND DEFENSE:**

Defendant respectfully shows that all South Carolina Magistrate Courts lack both subject matter jurisdiction and personal jurisdiction of defendant based on the following reasons:

**COUNT I**

Plaintiffs have failed to serve a summons and complaint on defendant as required by Rules 5 and 6 South Carolina Magistrate Rules to commence a civil action in a magistrate

court; this factor standing alone deprives the Chester County Magistrate Court of both subject matter jurisdiction and personal jurisdiction of the defendant;

IN ADDITION, there is no landlord-tenant relationship between DEFENDANT, and the purported landlord(s); defendant has never agreed in any way to be a tenant of, or under, plaintiffs;

Rule 5 SCMR as set up by the Supreme Court mandates that a case shall begin by filing a complaint showing what the plaintiff's case is about, AND THEN, Rule 6 SCMR mandates that a summons issue and a defendant be allowed 30 days after service of the summons to answer;

Plaintiffs have failed to have a summons served on defendant in order to acquire personal jurisdiction of a defendant in a civil action as required by Rule 6, SCMR, a "Rule to Show Cause" is just not good enough, and although there is a statute cited by plaintiffs, South Carolina 27-37-20, which purports to sanction summary eviction, defendant, here and now, attacks the cited statute on federal constitutional grounds, and insists on being

properly served;

The South Carolina Supreme Court has ruled that a court, (any court), can acquire jurisdiction of a defendant ONLY AFTER a summons and complaint is filed and served, BB&T v. Taylor, 369 S.C. 548, (2006);

THIRD DEFENSE:

Defendant comes now in a special appearance, and DENIES the following paragraphs of the plaintiff complaint:

Note: Defendant's denials are made upon personal knowledge after having examined each and every page of the court records and are therefore made upon personal knowledge, and sworn to as the truth; plaintiff allegations are only made upon "information and belief", and in the end, only the "beliefs" of affiant Robert Breakfield, and as such are not worthy of belief;

Response to allegation one:

Number one is false; Mrs. Hinson held a fee estate, and full ownership estate, not a "Life Estate" as stated;

Record:

603-A

Response to allegation two:

Number two is not responded to;

Response to Number three:

It is not true that the will in question created a "Life Estate"; the will granted a fee simple estate (read the will), ANY words added after fee simple are simply "super-added" words, and do not mean anything;

Response to Number four:

Early during year 2007, defendant notified the Chester County Probate Court that defendant had an interest in the Hinson Estate and wanted to be notified of any proceedings; defendant was not notified, and thus any order entered in the estate is a nullity.

Record:

603- B

Response to Number five:

As stated earlier, Mrs. Hinson had full ownership of all of the property formerly owned by her husband, Mr. Levie Hoyt Hinson; the agreement defendant had with Mrs. Hinson was a type of land contract, and when fulfilled, defendant will be the owner of the land where the building sits;

Response to Number six:

Number six is not true either, the court order plaintiffs refer to in Exhibit A was obtained by fraud;

Response to Number seven:

Number seven is a false assertion of the true facts; Mrs. Hinson's will needs to be probated, and at that time the true owners will emerge;

Record:

603- C

This page is BLANK the next page is 604

Record:

**603- D**

Response to Number eight:

Number eight is at most a half-truth, if plaintiffs had included interrogatory answer No. 7, as follows, numbers 5 and 6 would make more sense:

7. Do you own the real estate on which the structure you live in is located?

---

Answer to No. 7:

Mrs. Hinson agreed to sell the small amount of the land where the present building sits provided improvements were made and the improvements still existed after ten years, and for plaintiff to pay double the amount of all monies paid in during ten years in one lump sum at the end of ten years; plaintiff saw Mrs. Hinson record this agreement in her notes, and if the notes are ever found, and plaintiff performs his part of the bargain, then plaintiff would own the small amount of real estate where the building is;

---

5. Did you pay rent to Reba Hinson prior to her death? If so, what was the amount of the rent and when was it paid? *No*
6. Have you paid rent to anyone in the Hinson family since the date of Reba Hinson's death? If so, how much was paid, to whom was it paid, and when was it paid? *No*
-

Response to Number nine:

Number nine is denied;

Response to Number ten:

Ten is false, there are no owners, the Hinsons have filed in Common Pleas court a petition to PARTITION the land in issue here, this is an active case; until the partitioning is over there will not be a clear owner of the Hinson property, the Case number is 2008CP1200475, and part of the filing entries are shown

below:

| Robert H. Hinson VS Lois H. Griffin |                    |                  |                                           |                   |            |
|-------------------------------------|--------------------|------------------|-------------------------------------------|-------------------|------------|
| Case Number                         | 2008CP1200475      | Court Agency     | Common Pleas                              | Filed Date        | 08/22/2008 |
| Case Type                           | Common Pleas       | Case Sub Type    | Partition 440                             | File Type         | Non-Jury   |
| Status                              | Referred To Master | Assigned Judge   | Clerk Of Court C P, G S, And Family Court |                   |            |
| Disposition                         |                    | Disposition Date |                                           | Disposition Judge |            |
| Original Source Date                |                    | Original Case    |                                           |                   |            |
| Judgment Number                     |                    |                  |                                           |                   |            |

| Parties | Judgments | Actions | Associated Cases | Tax Map Information |
|---------|-----------|---------|------------------|---------------------|
|---------|-----------|---------|------------------|---------------------|

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#### Actions

| Name                       | Description                                | Action Type | Begin Date            | Completion Date       |
|----------------------------|--------------------------------------------|-------------|-----------------------|-----------------------|
| Hinson, Robert H           | REPLY TO COUNTERCLAIMS                     | Filing      | 10/27/2008 - 00:00:00 | 10/27/2008 - 00:00:00 |
| Griffin, Lois H            | CERT OF SERVICE                            | Filing      | 10/27/2008 - 00:00:00 | 10/27/2008 - 00:00:00 |
| Griffin, Lois H            | ANSWER TO CROSS CLAIM DARRELL WAYNE HINSON | Filing      | 11/13/2008 - 00:00:00 | 11/13/2008 - 00:00:00 |
| Hinson, Robert H           | CONSENT ORDER OF REFERENCE                 | Filing      | 01/08/2009 - 00:00:00 | 01/08/2009 - 00:00:00 |
| Hinson, Robert H           | CERTIFICATE OF SERVICE                     | Filing      | 01/16/2009 - 00:00:00 | 01/16/2009 - 00:00:00 |
| Hinson, Robert H           | PROOF OF SERVICE                           | Filing      | 02/17/2009 - 00:00:00 | 02/17/2009 - 00:00:00 |
| Hinson, Robert H           | PROOF OF SERVICE                           | Filing      | 02/17/2009 - 00:00:00 | 02/17/2009 - 00:00:00 |
| D'Agostino, Daniel Dominic | Notice of Case Roster Publication Sent     | Amount      | 07/31/2009 - 11:46:19 |                       |
|                            | Notice of Case Roster Publication          |             | 07/31/2009            |                       |

Response to Number eleven:

Plaintiffs have filed a sham legal proceeding; in eleven, plaintiffs imply that defendant has been provided with a summons, which defendant has not seen;

---

A counter-claim is filed herein which exceeds the monetary jurisdiction of the Magistrate Court; plaintiff demands trial by jury of twelve persons; plaintiff moves that this action be either dismissed, or moved to the Chester County Court of Common Pleas for trial;

---

COUNTERCLAIM

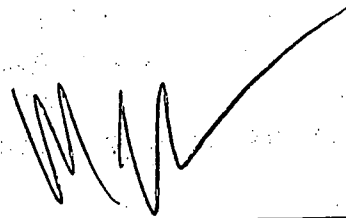
Defendant hereby sues Robert Breakfield, and the listed Hinsons for filing a sham legal proceeding; and claims \$450,000.00 (four fifty thousand) in actual damages, plus punitive damages to be determined by a jury of 12 persons;

ARTICLE 11 Proceedings when Title to Real Estate is Involved

Defendant pleads S.C. Statutes 22-3-1110, and 23-3-1120 and also 22-3-1130 which requires that an action be discontinued where the title to the real estate is in question; plaintiff has sworn that plaintiffs have no current title to the land in question, and hereby delivers the \$100.00 cost bond required to discontinue the present action.

Respectfully submitted,

This 24 day of March, 2011.



---

Mell Woods

P.O. Box 2603  
Lancaster, SC 29721

STATE OF SOUTH CAROLINA  
COUNTY OF CHESTER

IN THE MAGISTRATE COURT

John D. Hinson,  
and Robert Breakfield, et.al.,

Case # 2011CV1210100148

Plaintiffs,

VERIFIED MOTION TO  
DISMISS FOR LACK OF  
JURISDICTION

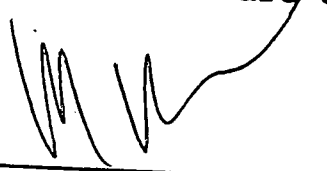
vs.

Mell Woods,

Defendant.

VERIFICATION

Mell Woods, being duly sworn and as affiant herein, hereby states upon his oath that affiant has examined the within and foregoing pleading entitled Verified Motion To Dismiss for Lack of Jurisdiction, and Answer of Defendant, and UPON HIS OWN PERSONAL KNOWLEDGE, swears that all allegations and statements are correct, and the truth.

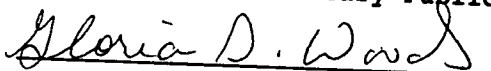
  
Mell Woods

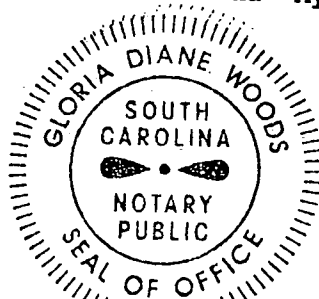
Sworn to, and subscribed before me,

This 24 day March, 2011.

Gloria D. Woods Notary Public for South Carolina My Comm. Expires

01/08/2018

  
Gloria D. Woods



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2011CV1210100148  
CIVIL CASE NUMBER

STATE OF SOUTH CAROLINA

IN THE MAGISTRATE'S COURT

COUNTY OF

Chester

PLAINTIFF(S)

BOND UNDERTAKING  
AND ORDER

VS.

MELL Woods

DEFENDANT(S)

MELL Woods, plaintiff/defendant (circle one) desires to give an undertaking  
for the purpose of:

In order to comply S.C. Statute 22-3-1120, defendant  
will at all times render himself amenable to the process  
of the Court and abide by any judgment; IN ADDITION if  
the plaintiff should decide to continue on in circuit  
court, defendant will admit service if plaintiff will  
serve its papers on the magistrate Judge,

as provided by Section 22-3-1120, Code of Laws (1976), in the amount of \$ 100.00

We, the undersigned sureties, do hereby obligate ourselves, jointly and severally as follows:

Name

Name

MELL Woods

Box 2603

VCaster

-29721

UNITED STATES POSTAL SERVICE®  
Serial Number  
18744567254  
POSTAL MONEY ORDER  
2011-03-21 297200 \$100.00  
ONE HUNDRED DOLLARS & 00/100 \*\*\*\*\*  
ay to  
address  
emo  
© 2008 United States Postal Service. All Rights Reserved.  
1:000000800 2:1  
ALL REVERSE WARNING • NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS  
18744567254

I declare under penalty of perjury that the foregoing is true and correct.

\_\_\_\_\_  
(Signature of Surety)

\_\_\_\_\_  
(Signature of Surety)

ORDER

The above undertaking by surety(ies) is hereby approved by this court.

Dated: \_\_\_\_\_

\_\_\_\_\_  
MAGISTRATE

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**VERIFICATION**

**STATE OF SOUTH CAROLINA  
COUNTY OF CHESTER**

Mell WOODS, being duly sworn and as affiant herein, hereby states upon his oath that affiant has examined the answers to the Interrogatories propounded by defendant, 1-11, and each answer is correct, affiant makes these statements upon his own personal knowledge.

Further, affiant saith not.

This 15 day of February, 2011.



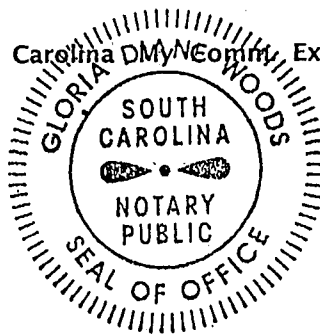
\_\_\_\_\_  
Mell Woods

Sworn to, and subscribed before me,

This 15 day of February, 2011.

Gloria D. Woods Notary Public for South Carolina DMV Comm. Expires 01/08/2018.

Gloria Diane Woods



Page 2

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# MOSES KOON & BRACKETT, PC

ATTORNEYS AND COUNSELORS AT LAW

1333 Main Street, Suite 650 (29201)  
Post Office Box 100261  
Columbia, South Carolina 29202-3261

Telephone (803) 461-2300  
Facsimile (803) 461-2309

B. Michael Brackett  
Direct Dial: (803) 461-2312  
Email: mbrackett@mbk-law.com

March 28, 2011

Honorable Dianne H. Moore  
Chester County Magistrate  
2740 Dawson Dr.  
Chester, SC 29706

Re: Breakfield, as Attorney-in-Fact v. Woods  
2011CV1210100148  
Our File No. 12085.3

Dear Judge Moore:

Enclosed for filing please find Plaintiff's Motion to Dismiss Defendant's Counterclaim. By copy of this letter, a copy of the enclosed motion is being served upon the Defendant.

There are now two motions pending:

- 1) Defendant's Motion to Dismiss the Eviction Complaint and the Rule to Show Cause;  
and
- 2) Plaintiff's Motion to Dismiss Counterclaim.

I respectfully request that a motion hearing be scheduled at the earliest available time.

Thank you for your courtesy and assistance.

Very truly yours,



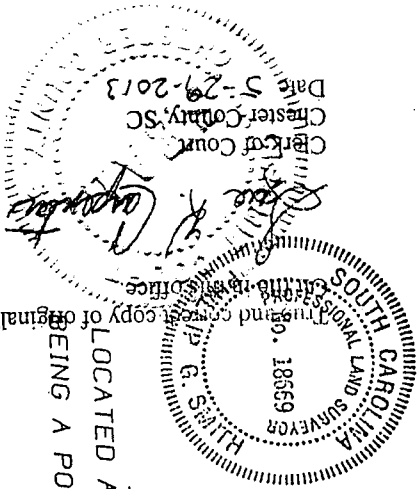
B. Michael Brackett

BMB/lta

Enclosures

cc: Robert H. Breakfield, Esquire  
Mell Woods

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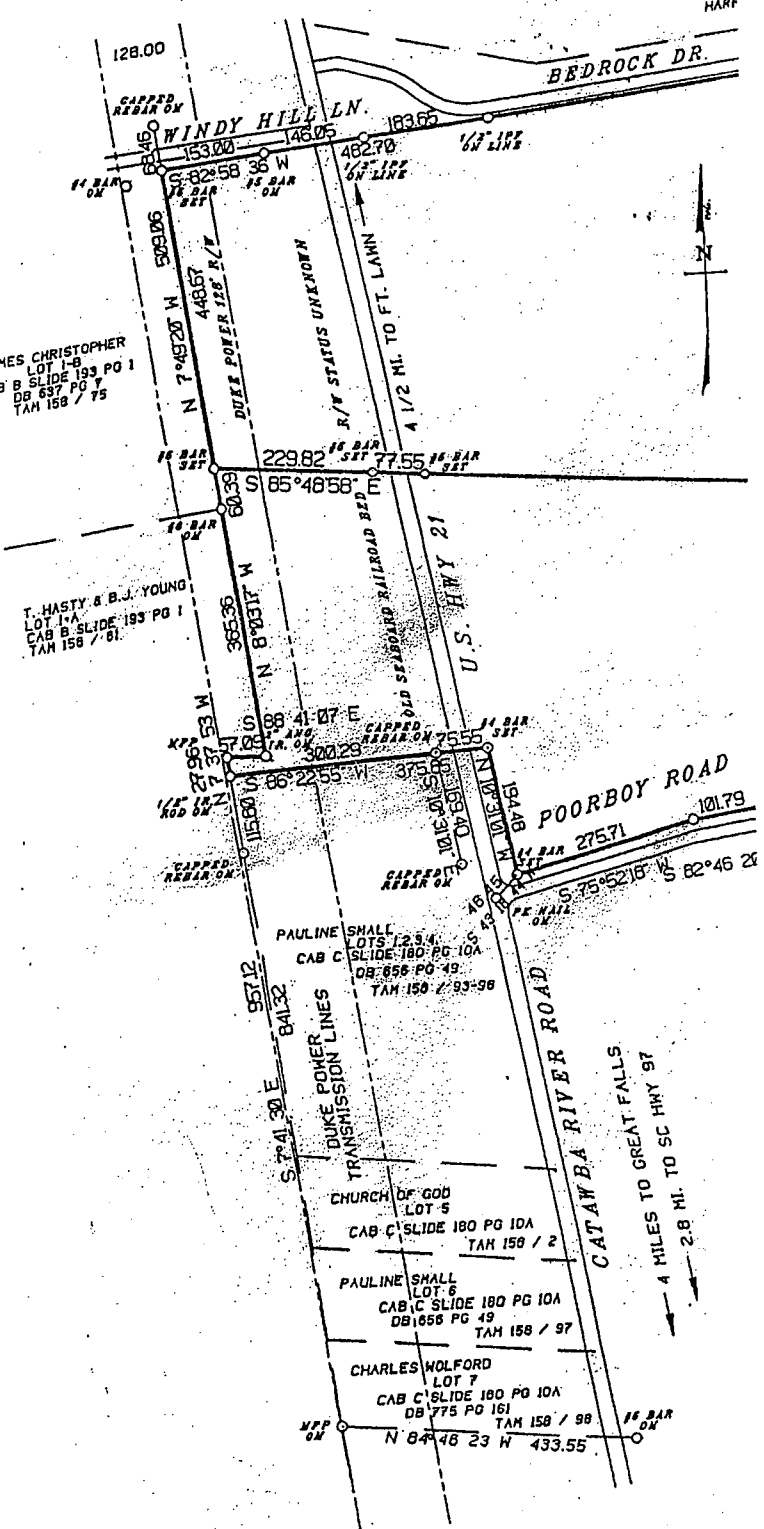


LOCATED ABOUT 4 1/2 MILES SOUTH OF SC HWY 9 AT FT. LAWN ON BOTH SIDES OF U.S. HWY 21  
 BEING A PORTION OF THE REBA HINSON LANDS SHOWN AS TRACTS NO. 7 & 8 OF PB "B" PAGE 106.  
 BEING ALL OF TRACT 7 AND A PORTION OF TRACT 8 OF SAID PLAT.

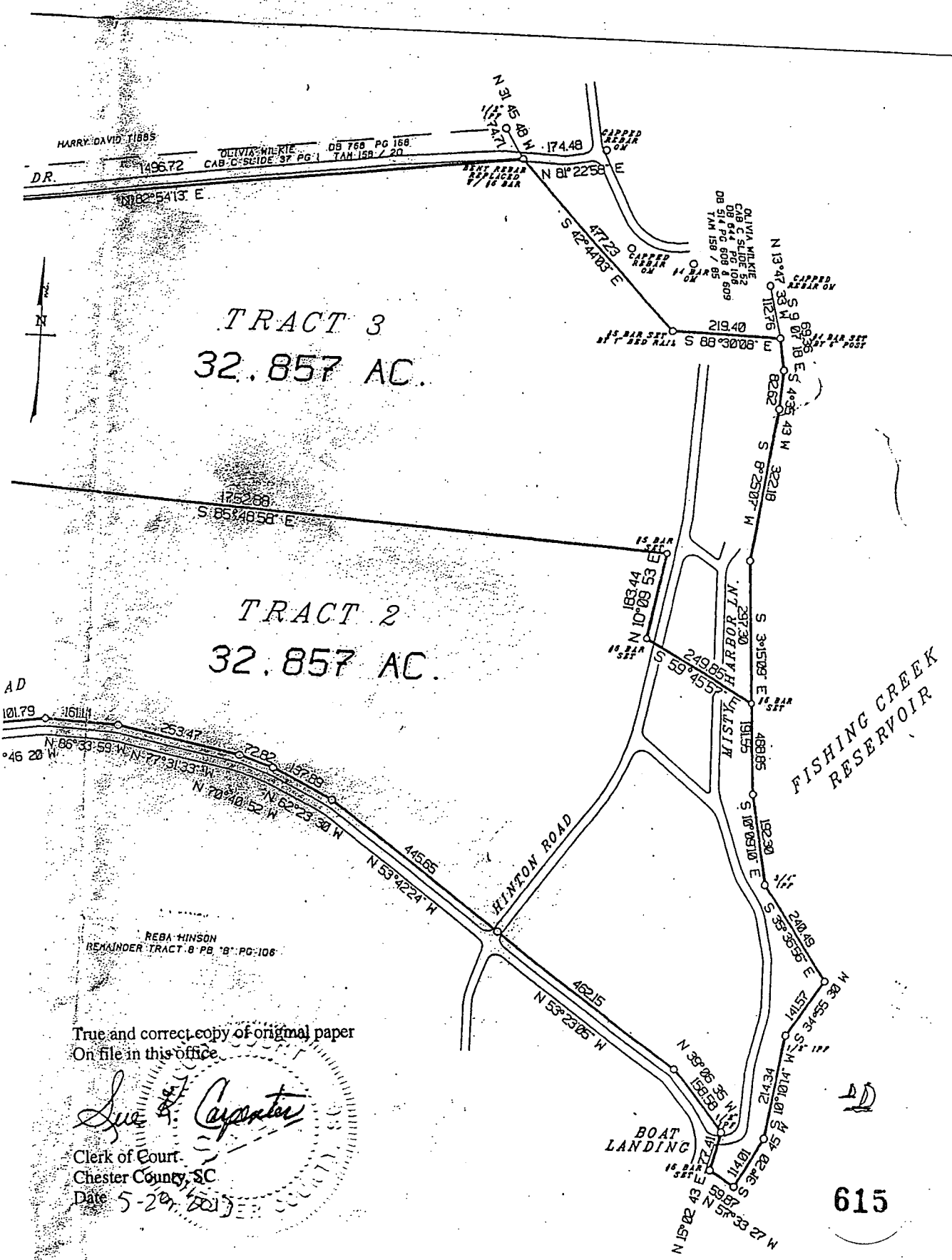
# REBA P. HINSON

STATE OF SOUTH CAROLINA  
 COUNTY OF CHESTER  
 PLAT OF SURVEY FOR

to the best of my knowledge, the survey shown hereon was made in accordance with the Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and meets the requirements for a Class A survey as specified herein.



|                |  |                |  |             |  |                |  |
|----------------|--|----------------|--|-------------|--|----------------|--|
| DRAWN BY       |  | SCALE          |  | TAX MAP     |  | FILE           |  |
| PS             |  | 1" = 240'      |  | P/O 158 / 3 |  | HNSNREBA       |  |
| 800 FOREST DR. |  | (803) 283-2646 |  | LANCASTER.  |  | SOUTH CAROLINA |  |
| JACK SMITH     |  | SURVEYING      |  | DATE        |  | 13 MAY 2002    |  |
| ©2002js        |  |                |  |             |  |                |  |



True and correct copy of original paper  
On file in this office.

*Lucy E. Carpenter*

Clerk of Court.  
Chester County, SC.  
Date 5-20-2013

UCC-1

# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Mell Woods  
 Acknowledgment obtained at  
 Time of filing UCC Notice  
 Fort Lawn, SC 29714

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

|                                               |                                         |                          |                                                                                                      |
|-----------------------------------------------|-----------------------------------------|--------------------------|------------------------------------------------------------------------------------------------------|
| 1a. ORGANIZATION'S NAME                       |                                         |                          |                                                                                                      |
| OR                                            | 1b. INDIVIDUAL'S LAST NAME<br>WOODS     |                          | FIRST NAME<br>Mell                                                                                   |
| 1c. MAILING ADDRESS<br>1537 Hinton Road       |                                         | CITY<br>Great Falls      | MIDDLE NAME<br>STATE<br>SC POSTAL CODE<br>29055 COUNTRY<br>USA                                       |
| 1d. TAX ID# (Organizations)<br>DO NOT PROVIDE | ADD'L INFO RE<br>ORGANIZATION<br>DEBTOR | 1e. TYPE OF ORGANIZATION | 1f. JURISDICTION OF ORGANIZATION<br>1g. ORGANIZATIONAL ID #, if any<br><input type="checkbox"/> NONE |

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

|                                               |                                         |                          |                                                                                                      |
|-----------------------------------------------|-----------------------------------------|--------------------------|------------------------------------------------------------------------------------------------------|
| 2a. ORGANIZATION'S NAME                       |                                         |                          |                                                                                                      |
| OR                                            | 2b. INDIVIDUAL'S LAST NAME              |                          | FIRST NAME                                                                                           |
| 2c. MAILING ADDRESS                           |                                         | CITY                     | MIDDLE NAME<br>STATE<br>POSTAL CODE<br>COUNTRY                                                       |
| 2d. TAX ID# (Organizations)<br>DO NOT PROVIDE | ADD'L INFO RE<br>ORGANIZATION<br>DEBTOR | 2e. TYPE OF ORGANIZATION | 2f. JURISDICTION OF ORGANIZATION<br>2g. ORGANIZATIONAL ID #, if any<br><input type="checkbox"/> NONE |

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

|                                                |                                      |                   |                                                                   |
|------------------------------------------------|--------------------------------------|-------------------|-------------------------------------------------------------------|
| 3a. ORGANIZATION'S NAME                        |                                      |                   |                                                                   |
| OR                                             | 3b. INDIVIDUAL'S LAST NAME<br>HINSON |                   | FIRST NAME<br>Reba                                                |
| 3c. MAILING ADDRESS<br>1414 Catawba River Road |                                      | CITY<br>Fort Lawn | MIDDLE NAME<br>P. STATE<br>SC POSTAL CODE<br>29714 COUNTRY<br>USA |

4. This FINANCING STATEMENT covers the following collateral:  
 Manufactured Home, and improvements existing at #10 North Adams Road; this same land lot is also known as 1537 Hinton Road, Great Falls, South Carolina, 29055, along with the Real Estate described in #14 of this UCC filing.

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)

7. REQUEST SEARCH REPORT(S) ON UCC-11 FORM NOT USED

8. OPTIONAL FILER REFERENCE DATA

-- None, except note that zero blocks of #5, above, were checked. --

SOUTH CAROLINA SECRETARY OF STATE'S OFFICE, 1205 Pendleton Street Suite 525 Columbia, SC 29201

(03/01/2011)

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# UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

## 9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

|                                     |                    |                     |
|-------------------------------------|--------------------|---------------------|
| 9a. ORGANIZATION'S NAME             |                    |                     |
| OR                                  |                    |                     |
| 9b. INDIVIDUAL'S LAST NAME<br>Woods | FIRST NAME<br>Mell | MIDDLE NAME, SUFFIX |

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

## 11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

|                                            |                                   |                           |                                   |                                  |
|--------------------------------------------|-----------------------------------|---------------------------|-----------------------------------|----------------------------------|
| 11a. ORGANIZATION'S NAME                   |                                   |                           |                                   |                                  |
| OR                                         |                                   |                           |                                   |                                  |
| 11b. INDIVIDUAL'S LAST NAME                |                                   | FIRST NAME                | MIDDLE NAME                       | SUFFIX                           |
| 11c. MAILING ADDRESS                       |                                   | CITY                      | STATE                             | POSTAL CODE COUNTRY              |
| 11d. TAX ID # SSN OR EIN<br>DO NOT PROVIDE | ADD'L INFO RE ORGANIZATION DEBTOR | 11e. TYPE OF ORGANIZATION | 11f. JURISDICTION OF ORGANIZATION | 11g. ORGANIZATIONAL ID #, if any |

## 12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b) ☐ NONE

|                             |  |            |             |                     |
|-----------------------------|--|------------|-------------|---------------------|
| 12a. ORGANIZATION'S NAME    |  |            |             |                     |
| OR                          |  |            |             |                     |
| 12b. INDIVIDUAL'S LAST NAME |  | FIRST NAME | MIDDLE NAME | SUFFIX              |
| 12c. MAILING ADDRESS        |  | CITY       | STATE       | POSTAL CODE COUNTRY |

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☐ fixture filing.

14. Description of real estate:

Part of the land shown on the land plat contained in Plat Cabinet D, Slide 174, page 3B, (Tract #2), Official Records of Chester County, South Carolina; AND ALSO fully described in the attached contract, bearing date of May 07, 2005.  
- SEE ATTACHED CONTRACT -

16. Additional collateral description:

All funds held by Debtor, Mell Woods, in all Founders Federal Accounts, Lancaster, SC, or any successor Bank to Founders Federal.

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

Reba P. Hinson  
1414 Catawba River Road  
Fort Lawn, South Carolina 29714

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☒ Filed in connection with a Manufactured-Home Transaction — effective 30 years

☐ Filed in connection with a Public-Finance Transaction — effective 30 years

UCC Addendum, attachment sheet, pg. one, of two, Name of Debtor: WOODS Mell

CHESTER COUNTY, SOUTH CAROLINA

Date: May 07, 2005# 2005

LAND SALES AGREEMENT between REBA P. HINSON and MELL WOODS

|                                                      |             |
|------------------------------------------------------|-------------|
| Total amount of Contract . . . . .                   | \$28,530.00 |
| Credit for prior payment (minus) . . . . .           | 3,804.00    |
| due May 06#, 2011 extra payment for land . . . . .   | 19,020.00   |
| \$5.00 consideration for this new contract . . . . . | 5.00        |

\$24,731.00  
Remains

To date Mell Woods has paid in \$3,804.00 ground rent on the property described in this contract. He, (Mell Woods) bought the building sitting on my land from Bobby Gardner. Mell Woods can move the building if he wants to. The rent contract was \$951.90 per year. The rental contract for the ten years is now modified; credit against the contract price, in the amount of \$3,804.00 is allowed, and it is now agreed that Mell Woods is buying the land where building is, instead of renting the land. (1537 Hinton Road)

PROMISES BY MELL WOODS

Mell Woods owes Reba P. Hinson the following money:  
\$951.00 times ten = \$9,510.00, plus double the amount paid-in \$19,020.00, as a final payment, total of \$28,530.00 for the land. Mell Woods can move the building off if he wants to. Mell Woods has 90 days after May 06, 2011 to finish paying the \$28,530.00 to either Reba P. Hinson her heirs, or assigns. If the total amount is not paid within 90 days all unpaid amounts will start earning 8% per year interest, after August 06, 2011.

DESCRIPTION OF LAND:

The land sold today is shown on the plat of Phillip G. Smith, a registered surveyor, and dated May 13, 2002 -- reference is made to the Smith plat which shows lands of Reba P. Hinson;

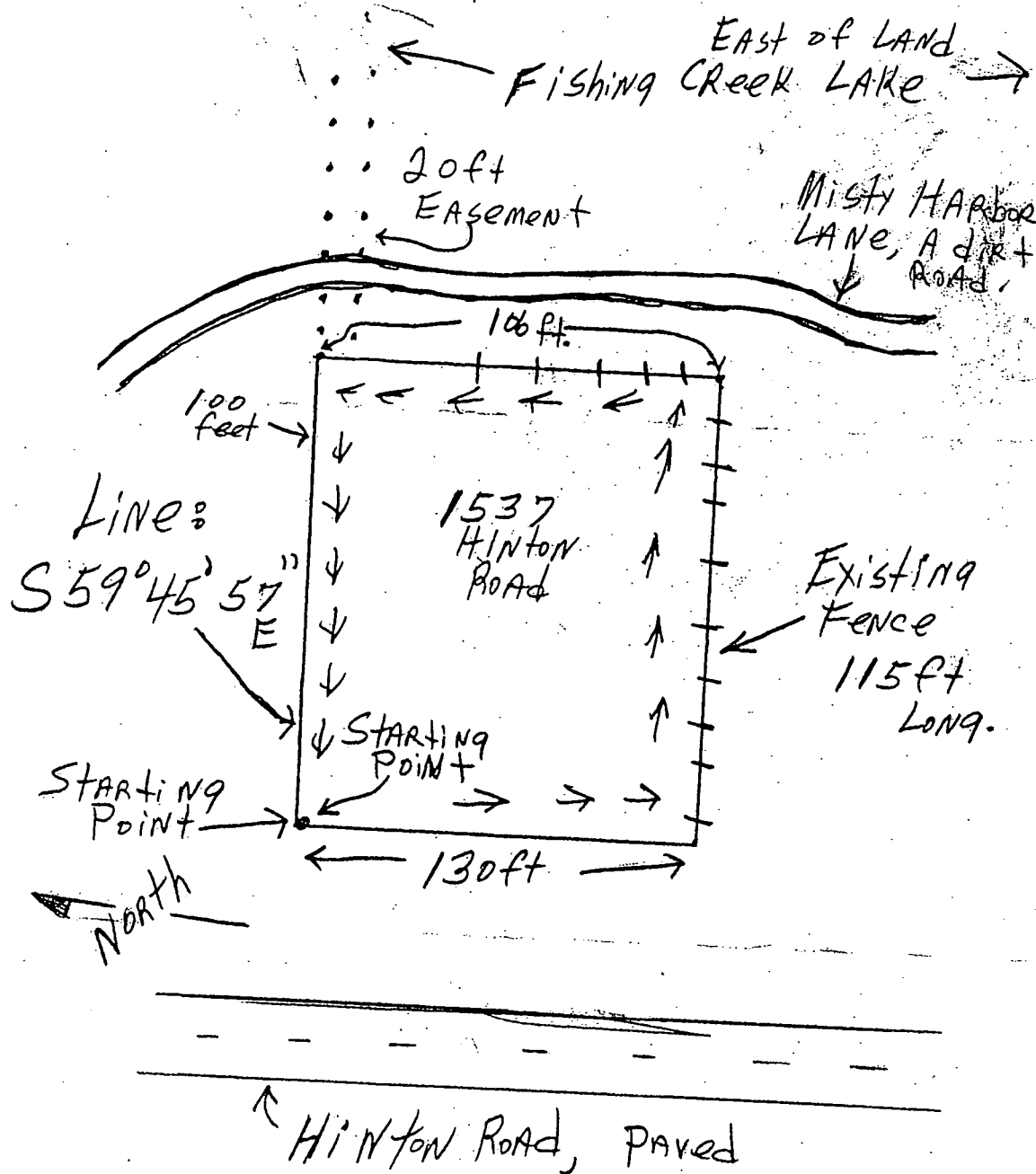
Starting at the dividing line between Tract #2, and Tract #3 at the junction of the line S 59° 45' 57" E and the EAST side of Hinton Road, then turning South for appx 130 feet alongside the East side of Hinton Road to an existing wood fence, then turn east toward Fishing Creek Lake, and go down the existing wood fence appx 115 feet, then turn North along the other existing wood fence and go appx 106 feet until intersecting with the dividing LINE S 59° 45' 57" E on the plat of Phillip Smith, and Jack Smith Surveying Company, and last go WEST back toward Hinton Road by going along the S 59° 45' 57" E line for appx 100 feet to arrive at the starting place.

All of the described land is coming out of Tract #2 as shown on the May 13, 2002 plat of Phillip Smith. In addition Mell Woods, and assigns, is granted a 20ft. easement to Fishing Creek Lake along the South Side of the extension of line S 59° 45' 57" E. SEE THE ATTACHED DRAWING ON PAGE TWO of this contract for illustration purposes; if there is any variation between the drawing and the above word description, then the words control over the drawing.

Mell Woods is to get the above lot surveyed at his own expense. Mell Woods is hereby put in possession of the described lands as a buyer, and debtor. Mell Woods is no longer a tenant of Reba P. Hinson. The description from the plat, and attached drawing is everything needed for this agreement to sell the land. Mell Woods can move the building if he wants to. It is the further condition of this agreement that once the sum promised is paid-in, Mell Woods, or assigns, is the fee-simple owner of the described property without restriction. Any of the eight % interest which may accrue after Aug. 06, 2011 will be due in a lump sum the following Jan 15, 15, any interest not paid on time will incur a one time late fee of fifty dollars. Accrued interest may be collected by court action, with the limitation of four hundred dollars attorney fee per collection. This contract is a sealed instrument. This contract can be assigned to others by either party, or assigns. Mell Woods will have a deed and plat prepared. Reba P. Hinson will sign, and then keep the deed until the money promised has been paid-in.

Reba P. Hinson  
SELLER

Mell Woods  
BUYER



ALL LAND comes out of Tract #2, Phillip  
G. Smith Plat. TOTAL LAND AREA, Less  
Than one half Acre. NOT TO SCALE.

STATE OF SOUTH CAROLINA

COUNTY OF CHESTER

IN THE MAGISTRATES COURT

2011CV1210100148

Robert H. Breakfield, as attorney-in-fact,

Plaintiff,

v.

Mell Woods,

Defendant.

Plaintiff's Motion to Dismiss  
Defendant's Counterclaim

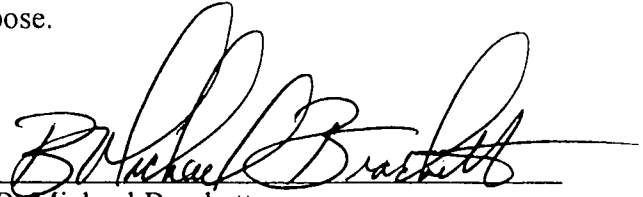
---

TO: Defendant Mell Woods.

Please take notice that Plaintiff, through his undersigned attorney, moves the Court to dismiss Defendant's counterclaim. The motion is made pursuant to Rule 12(b)(6), SCRCP, made applicable to Magistrates Court by Rule 81, SCRCP, on the ground that the counterclaim fails to allege facts sufficient to constitute a cause of action. The allegation that Plaintiff's action herein is a "sham legal proceeding" does not state a cause of action and is actually a form of relief that must be sought by post-trial motion pursuant to S. C. Code Ann. §15-36-10 et seq. (the South Carolina Frivolous Civil Proceedings Sanctions Act.) If this action terminates in favor of the Defendant, the Defendant may move for sanctions under the Act. And, if Defendant can satisfy his burden of proof under the Act, the Court may award relief as provided for in the Act. Defendant cannot convert a post-trial proceeding into an affirmative cause of action/counterclaim for the purpose of defeating the magistrates court jurisdictional damages limitation.

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This motion will be supported by all matters of record herein and by relevant authorities of this and other jurisdictions. The undersigned certifies that prior consultation with the Defendant on the subject of this motion would serve no useful purpose.

A handwritten signature in black ink, appearing to read "B. Michael Brackett", written over a horizontal line.

B. Michael Brackett  
Moses Koon & Brackett, PC  
P.O. Box 100261  
Columbia, Sc 29202  
803.461.2312  
Attorney for Plaintiff

March 28, 2011

STATE OF SOUTH CAROLINA

IN THE MAGISTRATES COURT

COUNTY OF CHESTER

2011-CV-12-10100148

Robert H. Breakfield, as attorney-in-fact,

Plaintiff,

v.

CERTIFICATE OF SERVICE

Mell Woods,

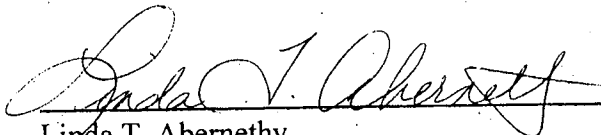
Defendant.

---

I, Linda T. Abernethy, Legal Assistant to B. Michael Brackett, Esquire, attorney for the Plaintiff in the above-captioned matter, do hereby certify that I have served the pro se Defendant, Mell Woods, with a copy of **Plaintiff's Motion to Dismiss Defendant's Counterclaim**, postage prepaid and return address clearly indicated on said envelope, on this 28<sup>th</sup> day of March, 2011 at the following address:

Mell Woods  
P. O. Box 2603  
Lancaster, SC 29721

Defendant, pro se

  
Linda T. Abernethy

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STATE OF SOUTH CAROLINA  
COUNTY OF CHESTER

IN THE MAGISTRATE'S COURT

Robert H. Breakfield, Esquire as  
attorney-in-fact for John D. Hinson,  
John C. Hinson, Jerry Hinson,  
Kathy Huffstickle, Robert H. Hinson,  
Darrell W. Hinson, Lois Hinson, Tina  
Jones, George Stanford as Personal  
Representative of the Estate of Linda Stanford,  
William L. Hinson, Elaine H. Hensley, and  
William C. Hinson, Jr.,

Summons

Plaintiff-Landlord,

v.

Mell Woods,

Defendant-Tenant.

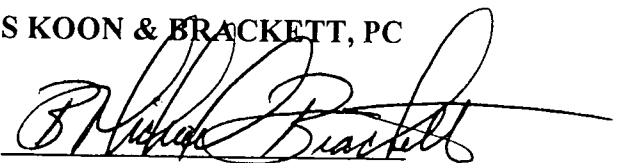
---

To: The above-named Defendant.

**YOU ARE HEREBY SUMMONED** and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your answer to the said Complaint upon the subscribers at their offices, 1333 Main Street, Sixth Floor, Post Office Box 100261, Columbia, South Carolina 29202-3261, within thirty (30) days after the service hereof upon you, exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid, the Plaintiff in this action will apply to the Court for the relief demanded in the Complaint.

**MOSES KOON & BRACKETT, PC**

BY:



B. Michael Brackett, Esquire  
Post Office Box 100261  
Columbia, South Carolina 29202-3261  
803.461.2312  
Attorney for Plaintiff

March // , 2011

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# MOSES KOON & BRACKETT, PC

ATTORNEYS AND COUNSELORS AT LAW

1333 Main Street, Suite 650 (29201)  
Post Office Box 100261  
Columbia, South Carolina 29202-3261

B. Michael Brackett  
Direct Dial: (803) 461-2312  
Email: mbrackett@mkb-law.com

Phone (803) 461-2300  
Fax (803) 461-2309

March 24, 2011

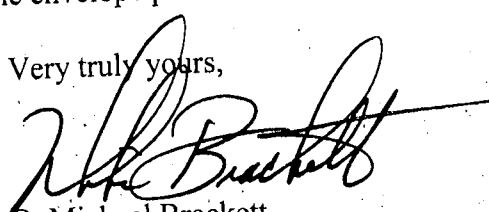
Honorable Dianne H. Moore  
Chester County Magistrate  
2740 Dawson Dr.  
Chester, SC 29706

Re: Breakfield, as Attorney-in-Fact v. Woods  
2011CV1210100148  
Our File No. 12085.3

Dear Judge Moore:

Enclosed for filing please find the original Supplemental Affidavit of Service from Sgt.  
R. E. Lawson. Please return a clocked copy using the envelope provided.

Very truly yours,

  
B. Michael Brackett

BMB/Ita

Enclosures

cc: Robert H. Breakfield, Esquire

STATE OF SOUTH CAROLINA  
COUNTY OF CHESTER

IN THE MAGISTRATES COURT  
2011 CV 1210 100/48

Robert H. Breakfield, as attorney-in-fact,

Plaintiff,

Supplemental Affidavit of Service

v.

Mell Woods,

Defendant.

---

Personally appeared before me Sergeant R. E. Lawson of the Chester County Sheriff's Department, who being duly sworn deposes and says that:

This affidavit is supplemental to my original proof of service. On March 16, 2011, I was directed by the Magistrate's Court to serve eviction pleadings on Mell Woods. Specifically, I was provided a copy of the verified Complaint and the original Rule to Vacate or Show Cause, signed by Magistrate Dianne H. Moore on March 16, 2011. I was told that the Defendant Mell Woods would likely be in the Chester County Courthouse for a hearing at 2:00 PM on March 16, 2011.

I took the papers to be served to the main courtroom in the county courthouse. Mr. Woods was there. Once his hearing was concluded, I approached him first in the courtroom and later outside of the courthouse. I was in my deputy uniform, and I identified myself to him and said that I was serving eviction papers on him. He refused to take possession of the papers in the courtroom. I followed him outside where I again told him that I was there to serve eviction papers. He continued to refuse to take the papers. I laid the Rule to Vacate or Show Cause and the verified Complaint at his feet and told him that he was served. I left. I learned afterwards that Mr. Woods left the area and left the papers on the ground and that the papers were later picked up by bailiff Bobby Love who turned them over to Lt. Malcolm Cameron, head of courtroom security.

*RE Lawson*

R.E. Lawson

Sergeant, Chester County Sheriff's Department

Sworn to before me this 22 day  
of March, 2011.

*Barbara H. Cameron*

Notary Public for South Carolina

My Commission Expires: 1/29/2019

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STATE OF SOUTH CAROLINA  
COUNTY OF CHESTER

IN THE MAGISTRATE COURT  
Case 2011 0002 Rossville

John D. Hinson,  
and Robert Breakfield, et.al.,

vs.

Mell Woods,

Defendant.

RECEIVED  
2011 MAY -4 P 1:52  
CLERK OF COURT  
CHESTER, SC 29706

COPY

AMENDMENT OF COUNTER-CLAIM:

Mell Woods, defendant above named, comes now within thirty-five days of being served by mail with a 12(b)(6) motion attacking the original counter-claim which was filed and entitled "Counter-claim for filing a Sham legal proceeding", and files the following amendments:

1.

Each time defendant files any pleading which B. Michael Brackett cannot find in a form book, Brackett Files SCRCF 12(b)(6) motions against the pleading;

2.

SHAM is a term denoting dishonesty; sham is also a term used by the South Carolina Supreme Court in describing dishonest conduct by licensed attorneys; where sham is a good enough term to be used by the South Carolina Supreme Court, it is a good enough term for this litigant to use when describing dishonesty;

3.

SRCP 12(b)(6) motions are supposed to be reserved for clear cut cases, an example of which would be a case filed past the statute of limitation, in an incorrect jurisdiction, or trying to sue someone using a repealed law;

4.

SHAM in this context is actually an abuse of process claim; nomenclature does not matter;

5.

It is abuse of process because BRACKETT fails to inform the Court that the exact same case was put up last year, and then dismissed by the Honorable Diane Moore; NOTHING has changed since last year; the parties are the same, the TITLE to the land is still unclear, all rulings obtained in the related cases in the circuit court and probate court are either under appeal, or have not been ruled on by the court;

6.

The ruling referred to by BRACKETT in his complaint in which he claims that the Hinsons were awarded the land by the probate court is false, since the same is under appeal; BRACKETT's conduct constitutes the furnishing of false information to a tribunal;

COPY

7.

The counter-claim is further amended to allege a count for Civil Conspiracy against Danny Hinson, BRACKETT, and Breakfield, who swore to the lies when verifying the papers;

8.

Defendant hereby claims \$300,000.00 in additional damages for the tort of civil conspiracy.



---

Mell Woods

P.O. Box 2603  
Lancaster SC 29721

CERTIFICATE OF SERVICE:

I hereby certify that I have served the attorney of record for defendants by placing a copy of the above pleading in the U.S. Mail with sufficient stamps, and addressed to Brackett.

This 02 day of May, 2011.



---

Mell Woods

STATE OF SOUTH CAROLINA  
COUNTY OF CHESTER

IN THE MAGISTRATE COURT

Case 2011 0002 Rossville

John D. Hinson,  
and Robert Breakfield, et.al.,

vs.

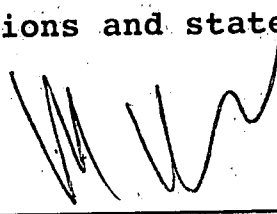
Mell Woods,

Defendant.

VERIFICATION

State of South Carolina  
County of Chester:

Mell Woods, being duly sworn and as affiant herein,  
hereby states upon his oath that affiant has examined  
the within and foregoing pleading entitled AMENDMENT OF  
COUNTERCLAIM, 8 paragraphs, and UPON HIS OWN PERSONAL  
KNOWLEDGE, swears that all allegations and statements  
are correct, and the truth.

  
Mell Woods

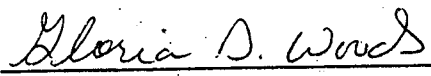
Sworn to, and subscribed before me,

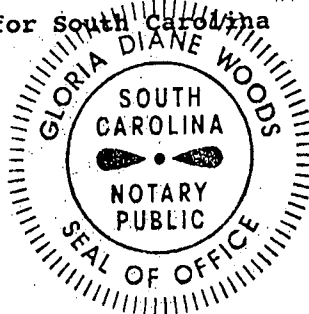
This 02 day of May, 2011.

Gloria D. Woods Notary Public for South Carolina

My Comm. Expires

01/08/2018

  
Gloria D. Woods



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STATE OF SOUTH CAROLINA  
COUNTY OF CHESTER

) IN MAGISTRATE'S COURT  
)  
) 2011CV1210400002  
) formerly 2011CV121100148

Robert H. Breakfield, as  
attorney-in-fact,

Plaintiff,

v.

Mell Woods,

Defendant.

**ORIGINAL**

## PRELIMINARY HEARING

\*\*\*\*\*

Thursday, May 12, 2011  
2:00 p.m. - 3:30 p.m.

The hearing before the Honorable Yale Zamore, was taken at the Great Falls Magistrate Court, 401 Dearborn Street, Great Falls, South Carolina on the 12th day of May, 2011 before Andrea R. Taylor, Court Reporter and Notary Public in and for the State of South Carolina.

**APPEARANCES:**

B. Michael Brackett, Esquire  
 MOSES, KOON & BRACKETT, PC  
 1333 Main Street, Suite 650  
 Columbia, South Carolina 29201  
 Attorney for the Plaintiff

Robert H. Breakfield, Esquire  
 ATTORNEY AT LAW  
 The Square at Constitution  
 Box 36061  
 1590-02 Constitution Boulevard  
 Rock Hill, South Carolina 29732  
 Attorney-in-fact

Mell Woods  
 Post Office Box 2603  
 Lancaster, South Carolina 29721  
 Pro Se Defendant

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1 THE COURT: This is Magistrate Court for Chester  
2 County, South Carolina, Rossville District. I  
3 am Judge Zamore. We have a court reporter, Ms.  
4 Andrea Taylor, present taking the record. We  
5 have my secretary and clerk is Ms. Fox. And  
6 then Mr. Brackett and Mr. Breakfield appear to  
7 be here for the Plaintiffs, which I'm just  
8 going to call Hinson, et al., to make it  
9 easier. Mr. Woods is present and representing  
10 himself, as it appears he has been representing  
11 himself from the beginning of this case. There  
12 are other people present, but this is a pre-  
13 trial conference, also a motion hearing. And  
14 we are also here to take the matter of Mr.  
15 Woods' request for a jury trial, as well as  
16 some other matters. I have an assortment of  
17 papers in front of me. I would ask that the  
18 record reflect that I have researched the laws  
19 surrounding landlord tenant as thoroughly as I  
20 could, have given this matter some thought. I  
21 am aware from the papers and other sources that  
22 there appears to have been a prior action  
23 brought that dealt at least some aspects of  
24 this that Judge Moore, our Chief Magistrate,  
25 dismissed sometime back. The dismissal was

1 without prejudice. I confirmed that by  
2 discussion with her. And she issued a Rule to  
3 Show Cause pursuant to South Carolina's  
4 Landlord Law. And the Rule to Show Cause has  
5 a date of service of March the 16th, 2011. It  
6 was issued by Judge Moore and signed Wednesday,  
7 March the 16th, 2011. I am looking at what  
8 appears to be the original of that. And I will  
9 also ask that the record reflect that in my  
10 research, I still had some questions and I put  
11 in a call to South Carolina Court  
12 Administration to get some additional feedback  
13 in connection with this matter. . And I'm  
14 going to speak to you first, Mr. Brackett. And  
15 by the way, since this is Magistrate Court, we  
16 don't have to be as formal as they are in  
17 General Sessions or Common Pleas. I have a  
18 judicial robe. I have chosen not to wear it.  
19 I think it's, for our purposes, a little bit  
20 more relaxed this way, maybe a little less  
21 intimidating. And because of that, if you wish  
22 to stand, you may do so; however, I'm not going  
23 to stand on ceremony. I know I'm a judge. I  
24 don't need to be reminded of it. If you're  
25 comfortable being seated and you have a lot of

1 papers to work with, then feel free to do so.  
2 I am not going to require the ceremony. What  
3 I am interested in doing is finding what's the  
4 right thing to do, what is the right way to  
5 proceed, and doing justice and moving things  
6 along. I will tell you that one of the things  
7 that had occurred to me was the question of  
8 whether this Court properly should exercise  
9 jurisdiction. I know that we can from the  
10 statute. I am satisfied after my research and  
11 after discussion with Court Administration that  
12 this case is properly here in the Magistrate  
13 Court, and that Mr. Brackett, in obtaining a  
14 Rule to Show Cause, took advantage of something  
15 that is available to his clients. Mr. Woods,  
16 I want to address something right from the  
17 beginning. This is a specialized type of  
18 proceeding that is dealing with one issue and  
19 one issue only, and that is whether or not you  
20 should be required to vacate the premises in  
21 question. That is all that this Court may  
22 entertain. I will tell you that I know that  
23 there has been a 12(b)(6) motion. It is noted.  
24 I believe Mr. Woods was served a copy of it.  
25 Mr. Woods, this type of proceeding allows an

1 Answer, which you have done. It also allows a  
2 request for a jury trial, which you have made.  
3 Both will be taken up. However, this  
4 specialized proceeding does not, in and of  
5 itself, permit any counterclaim. If you wish  
6 to proceed with some form of action, you will  
7 have to file that as a separate matter in the  
8 Common Pleas court. I rule that on my own  
9 motion, that is not proper for this type of  
10 proceeding, and accordingly, I am dismissing  
11 the counterclaim in its entirety without  
12 prejudice. You may file it in the Court of  
13 Common Pleas, which according to your paperwork  
14 is where you want to be with it anyway. But I  
15 cannot hear it. And certainly your request for  
16 damages go well beyond my \$7,500 limit. Now we  
17 have your \$100 money order that has -- nothing  
18 has been done with it since you turned it in.  
19 That remains yours, sir. It is in the custody  
20 of Ms. Fox who will hold on to it for the time  
21 being because there may be some other matters  
22 in which that may play a role; however, with  
23 regard to the counterclaims, I make no ruling  
24 with regard to your rights as you have  
25 expressed them, no ruling with regard to any

1 substantive claims you have made. I am simply  
2 ruling that this Court has no subject matter  
3 jurisdiction to entertain a counterclaim in a  
4 proceeding of this type. The statute allows  
5 for the commencement of this type of action by  
6 Rule to Show Cause, and it is a specialized  
7 kind of proceeding. It is an exception to the  
8 normal rule which requires a Summons and  
9 Complaint, and it is called for in the statute.  
10 And so I am going to go forward with that. So  
11 Mr. Brackett, unless you want to say something,  
12 you don't have to argue your 12(b)(6) because  
13 I have disposed of that on jurisdictional  
14 grounds because I feel that I don't have  
15 jurisdiction over that subject matter.

16 MR. BRACKETT: Just to make the record clear, Your  
17 Honor, I understand you're saying that the  
18 original counterclaim that was filed in the  
19 defendant's Answer and Motion to Dismiss, that  
20 you are dismissing that. And then he also file  
21 an amendment of claim --

22 THE COURT: Yes.

23 MR. BRACKETT: -- where he attempted to --

24 THE COURT: I am dismissing any and all  
25 counterclaims in this case.

1 MR. BRACKETT: Okay.

2 THE COURT: Of whatever type or description on the  
3 grounds that I don't have the power to hear  
4 them in this Court.

5 MR. BRACKETT: Okay.

6 THE COURT: There may be some substance to it, Mr.  
7 Woods. I don't have the power to say one way  
8 or another. I'm saying you're in the wrong  
9 court for that. That's all I'm saying.  
10 Nothing else.

11 MR. BRACKETT: And also, Your Honor, based on your  
12 remarks, it seems to me that the only thing  
13 left to be heard and decided then would be Mr.  
14 Woods' Motion to Dismiss with respect to  
15 whether service of process was validly made.  
16 As you recall he had two grounds, one was --

17 THE COURT: Yes, sir. And I was preparing to take  
18 that up.

19 MR. BRACKETT: Okay. So the absence of a Summons, I  
20 believe you've already dealt with. You just,  
21 I think --

22 THE COURT: Yes, sir. This is brought pursuant to  
23 statute. And, in fact, the statute is cited on  
24 the Rule to Show Cause. I believe you have a  
25 copy of it.

1 MR. BRACKETT: Yes, sir.

2 THE COURT: And this type of proceeding is well  
3 known. It has been used in virtually every  
4 jurisdiction in the country that I am aware of,  
5 and it is specifically designed to provide a  
6 more expeditious type of relief to persons who  
7 might find themselves defined as landlords than  
8 going through the regular process. And  
9 furthermore, I will state on the record that we  
10 have A longstanding black letter law rule that  
11 where there is a statutory right, and where  
12 there is a rule, the statute governs rather  
13 than the rule. And in this case, the statutory  
14 form of relief is available, And if the rule  
15 gets served properly, as is required under the  
16 Magistrate Court rules, then jurisdiction to  
17 the person attaches.

18 MR. BRACKETT: Well, having denied the Motion to  
19 Dismiss for lack of a summons, I think the only  
20 thing left would be to take up the -- Mr.  
21 Woods' Motion to Dismiss for ineffective  
22 service of process.

23 THE COURT: Well, and I have an affidavit, or a  
24 signature from Mr. Lawson. And there was an  
25 affidavit that you prepared, I believe, Mr.

1 Lawson's supplemental affidavit with regard to  
2 the service of process. In this particular  
3 case, I have known Mr. Lawson for quite a long  
4 time. He is generally the civil process server  
5 for these kinds of papers. I know him. I know  
6 how he operates. I have never known him to  
7 operate outside of the requirements of the law.  
8 He signed this, put the date 3/16/2011, 2:35  
9 p.m. And he put on there, and it's all in the  
10 same pen, refused to take, plea dropped at his  
11 feet. The other part of this is, Mr. Woods, we  
12 don't have a special appearance to contest  
13 jurisdiction anymore. Furthermore, the manner  
14 of your appearance by answering the  
15 counterclaim, you already asked for this Court  
16 to take jurisdiction over you because we would  
17 have to take jurisdiction over you in order to  
18 hear your counterclaims if we had the power to  
19 hear them. Furthermore, you have supplemented  
20 your filings and you have appeared in Court;  
21 all of which constitutes making a general  
22 appearance. The special appearance to contest  
23 jurisdiction is just not something that I could  
24 entertain, if they even still exist, and I  
25 think -- I go back about 28 years. Mr.

1 Brackett, Mr. Breakfield, you go back a similar  
2 amount of time. We used to have that special  
3 appearance. I think we did away with it  
4 something like two decades ago, back in the  
5 days when a person had 20 days in which to  
6 answer the Summons rather than 30. And cases  
7 could be initiated generally by a Rule to Show  
8 Cause or a Summons and Complaint. All of that  
9 was changed over the course of years. I can't  
10 believe it's been so long since I went to law  
11 school. But in any event, I find that service  
12 from the paperwork that I have, these  
13 affidavits and these court documents, I have no  
14 reason to believe that we do not have  
15 jurisdiction over you, Mr. Woods. And so I'm  
16 going to disallow those objections. Now --

17 MR. WOODS: Your Honor?

18 THE COURT: -- with regard to -- you want to address  
19 me?

20 MR. WOODS: No. Can I be heard momentarily?

21 THE COURT: Go head. Go ahead. I don't want to --  
22 go ahead.

23 MR. WOODS: I don't want to interrupt you. I saw  
24 Mr. Lawson's affidavit.

25 THE COURT: Uh-huh (affirmative response).

1 MR. WOODS: I mean, could I make an agreement with  
2 you? I mean, I can show you where he never  
3 gave me the Summons.

4 THE COURT: Sir -- sir, listen carefully. Your  
5 refusal or the refusal of an individual to  
6 accept a paper in one's hands does not  
7 necessarily defeat service. Mr. Lawson signed  
8 the affidavit saying he served you.  
9 Furthermore, even if he did not, your  
10 appearance in Court under these circumstances  
11 waives that lack of personal jurisdiction. So  
12 I rule that we have personal jurisdiction.  
13 That is a final ruling.

14 MR. WOODS: Your Honor --

15 THE COURT: No, sir. No, sir. We'll go on with  
16 something else. I rule that you're properly in  
17 Court, sir. With regard to the  
18 unconstitutionality of our statute, I am not  
19 going to contest the state legislature and  
20 decades of precedent and law. You are  
21 certainly free to appeal on constitutional  
22 grounds for whatever good it will do. But I  
23 rule that the statutory approach we have with  
24 regard to this is constitutional. I decline to  
25 transfer this case to the Court of Common Pleas

1 because I have no grounds upon which to do so.  
2 I specifically inquired in my discussion with  
3 Bob McCurdy at Court Administration earlier  
4 today if I have that discretion. He was --  
5 he's not lawyer, but as they do provide  
6 guidance to magistrates, I had a question  
7 because if I wanted to transfer jurisdiction,  
8 I couldn't come up with grounds in good  
9 conscious. But do I have that discretion? And  
10 what I was told by him, and he's in a position  
11 to know, he's one of the people that who  
12 instructs new magistrates and municipal judges  
13 in the judges orientation school. These things  
14 are ordinarily heard in the magistrate courts,  
15 even though there is concurrent jurisdiction  
16 in the circuit court. But I don't have a  
17 grounds before me to justify transfer. Besides  
18 which, I wouldn't know how to do it if I wanted  
19 to because the matter that is properly in front  
20 of me, ejectment, clearly does fall within the  
21 statutory powers of a magistrate. The  
22 plaintiff chose to bring this case in the  
23 Magistrate Court. The plaintiff is entitled to  
24 choose the forum. And that brings me to the  
25 request for jury trial, which is permissible in

1 this type of situation. There are a couple of  
2 statutes that make reference to it. Your  
3 request for a jury trial is something that may  
4 be interposed either by plaintiff or the  
5 defendant. The defendant has requested a jury  
6 trial. It seems to be a timely request made in  
7 writing. I know of no reason to deny it  
8 without denying him his constitutional rights  
9 to confront. However, that being said, we  
10 would have to set up the jury trial and get  
11 that done, I would suggest, today. And Ms. Fox  
12 has prepared the paperwork from which a jury  
13 could construct today. And Ms. Fox and I have  
14 cleared our schedule so that on, what was it,  
15 Thursday?

16 MS. FOX: June the 30<sup>th</sup>.

17 THE COURT: June 30<sup>th</sup> that we would be able to --

18 MS. FOX: At 2:00 p.m.

19 THE COURT: -- proceed with a jury trial at 2:00  
20 p.m. Now, that having been said, it is my  
21 understanding, Mr. Woods, that you have been on  
22 these premises and not paid any money at all  
23 for at least several years. The theory of the  
24 plaintiff's case appears to be that you are a  
25 tenant at will. There is a definition of

1       tenant at will in the statute. In fact, there  
2       are a number of definitions which I had to  
3       closely read.

4       MR. WOODS: Your Honor?

5       THE COURT: But here is my point. I'm just telling  
6       you what the theory seems to be, that you are  
7       a tenant at will. There is --

8       MR. WOODS: Your Honor, may I be heard at some  
9       point?

10      THE COURT: Sir, I will give you a chance.

11      MR. WOODS: Okay. All right, sir.

12      THE COURT: Absolutely.

13      MR. WOODS: All right.

14      THE COURT: I want to hear from you. But I want to  
15      get out my thought first so it's clear where  
16      I'm coming from so you will know what to speak  
17      to.

18      MR. WOODS: Yes, sir.

19      THE COURT: Okay. And Mr. Brackett needs to know  
20      where to speak to also. And Mr. Breakfield  
21      too. It's only fair to everybody. The  
22      paperwork that is in front of me only indicates  
23      a figure of \$951 a year, and that is a very old  
24      figure to the -- which was apparently with the  
25      decedent, who has been dead and gone now for

1 three or four or five years, something like  
2 that. This case has been to Probate Court, the  
3 Probate Court Order which I have seen. But no  
4 figure has been specified as to what the rent  
5 would be that would be demanded at this point,  
6 and no indication how much rent, if any  
7 specific amount at all, was requested from the  
8 defendant. The statute does talk in terms of  
9 setting an amount that would be fair and  
10 reasonable, and I guess based upon market  
11 value. Obviously, we need to have something to  
12 work with in the interim, because it's my  
13 intention, Mr. Woods, to make you post bond  
14 until this thing is resolved. You cannot  
15 continue to reside on premises that do not  
16 appear to be yours without paying anything. So  
17 the figure of \$951 per year is the only figure  
18 I have, and if I were to carry that forward  
19 today, and that's an old figure, we're looking  
20 at less than \$100 a month. It seems that some  
21 improvements to the property may have been made  
22 by Mr. Woods and that this rent figure may have  
23 been for an unimproved lot or only partially  
24 improved lot that does not actually belong to  
25 him. I need to know exactly what the

1 circumstances are of his presence on the  
2 property. And so Mr. Brackett or Mr.  
3 Breakfield, if one of you would bring me up to  
4 speed on that, and then, Mr. Woods, I'll let  
5 you reply to that and say whatever you want to.  
6 I'll give you some interrupted time. And Mr.  
7 Woods, let's be clear on something, okay? I  
8 cleared the whole afternoon. I have as long as  
9 it takes. Okay? I'm going to hear from you,  
10 I promise. I don't break my promises. Mr.  
11 Brackett, Mr. Breakfield, however you want to  
12 proceed.

13 **MR. BRACKETT:** Your Honor, I deposed Mr. Woods last  
14 week in another case. And in that case, we got  
15 an explanation for the history of the situation  
16 on this particular lot that is known as 1537  
17 Hinton Road. That's the property at issue. It  
18 appears that in 2002, Mr. Woods leased that  
19 property from Reba Hinson for the \$951 per  
20 year. There is a document, it is not much of  
21 one, but it is a document signed by both Reba  
22 Hinson and Mr. Woods that would, I think,  
23 suffice as a lease agreement. It gave Mr.  
24 Woods, essentially a 10-year lease. He could  
25 either lease it for a series of one year leases

1 or 10 or he could have a single lease with a  
2 10-year term. Mr. Woods testified at  
3 deposition that he believed the following year,  
4 2003, he and Reba Hinson altered their  
5 agreement and that the new agreement would  
6 permit Mr. Woods to continue with his -- to  
7 continue to reside on the property, and that he  
8 would, in essence, have an option to purchase  
9 the real estate by continuing to make the  
10 annual payments and then making a double  
11 payment for the cumulative amount of the rent  
12 that he paid, and then in return for that, Reba  
13 Hinson would sell him the property. The  
14 explanation for this new alleged agreement was  
15 that the residence on the property had been  
16 actually placed there by the previous tenant.  
17 Ms. Hinson would simply lease the real estate  
18 for people who wanted to have a place on the  
19 river. And she had apparently leased 1537  
20 Hinton Road to a predecessor, a gentleman named  
21 Gardner. Mr. Gardner had placed a mobile home  
22 or a camper or some temporary structure on the  
23 property and had, over time, made additions to,  
24 apparently had built on rooms or whatever to  
25 make a structure that was -- that now perhaps

1 was a fixture. Hard to tell. But in any  
2 event, Mr. Woods claims that the because of  
3 the fact that the improvement could not be  
4 easily moved, he says he entered into this  
5 agreement with Ms. Hinson. Now, I simply  
6 report that as being the substance of his  
7 testimony. I intend to make a motion at the  
8 appropriate time to exclude all of that. Two  
9 basic grounds are obvious to me now. One, is  
10 there's a statute of frauds problem. I asked  
11 Mr. Woods at deposition if he had anything in  
12 writing that would tend to confirm this  
13 subsequent agreement with Ms. Hinson for the  
14 sale -- for the transfer of the title. He said  
15 no. Secondly, there's an issue of whether Ms.  
16 Hinson owned the fee title and was even able to  
17 deed it. You know, the evidence would tend to  
18 say she was a life tenant. And of course, she  
19 could only transact with her title up until the  
20 time that she died and without being -- without  
21 obligating the remaindermen. So that would  
22 also be a question. Third, is the conversation  
23 or communications between Mr. Woods and Ms.  
24 Hinson as he reported it at deposition would  
25 violate the Deadman Statute. He's not allowed

1 -- he is not a competent witness to testify as  
2 to communications with someone now deceased  
3 when he has a stake in the outcome of the  
4 state. So without any other source of  
5 evidence, particularly without anything in  
6 writing, there really is no evidence of the  
7 subsequent agreement. And he would then be --  
8 he would have been a tenant under his lease  
9 agreement until the date she died. Then he  
10 would have been an at-will tenant from that  
11 point forward with the remaindermen serving as  
12 the landlords essentially. The rent at that  
13 point in time would have converted from the  
14 agreed upon rent of 951 to a reasonable rent.  
15 Thereafter, if he continued to occupy, it'd be  
16 held over. If he continued to occupy, the law,  
17 as I read, says he -- if he holds over and  
18 continues to occupy the premises he's obligated  
19 to pay a reasonable rent. Now, admittedly, we  
20 haven't made a big deal of that about what that  
21 amount is.

22 **THE COURT:** Were you planning to make any kind of  
23 statement concerning what a reasonable rent  
24 would consist of?

25 **MR. BRACKETT:** Well, in these proceedings I really

1 had not because we haven't sued him for  
2 damages. We have not brought an action asking  
3 for back rental. We simply ask that he be  
4 ejected so that my clients can have possession  
5 of their property. So at this point in time,  
6 we really have not asked for that monetary  
7 relief primarily because \$951 is -- I mean,  
8 we're happy to go forward with that at present,  
9 understanding it's probably less than market,  
10 but we're happy to go forward with that and  
11 just get on with the eviction case.

12 **THE COURT:** And of course, that type of a damage  
13 action if one were brought would be outside my  
14 jurisdictional limit of \$7500 at this stage, I  
15 would think. But don't really know. Okay.  
16 Mr. Woods, I made you a promise, sir. Now I'm  
17 keeping it. You may say anything to me you  
18 want to about this whole thing, and if I  
19 interrupt you at all, it will be for the  
20 purpose of making sure that I'm clear on what  
21 you're saying so that I understand what it is  
22 that I'm supposed to rule upon.

23 **MR. WOODS:** Appreciate it, judge.

24 **THE COURT:** Okay. Go ahead.

25 **MR. WOODS:** I appreciate you studying up on the case

1 and taking enough time before we got here  
2 today. But there's a couple of points that I  
3 need to make that goes to the core. Can I  
4 bring this up? I've only got one copy. I want  
5 to show him the thing about the Title 11. Can  
6 I bring it up?

7 **DEPUTY:** I'll hand it to him.

8 **THE COURT:** And I'm happy -- go ahead. I'm happy to  
9 look at anything you want to show me.

10 **DEPUTY:** I'll hand it to him.

11 **THE COURT:** Okay. Deputy Glenn can hand it to me.  
12 Okay.

13 **MR. WOODS:** I mean, I think I mentioned that in the  
14 Answer.

15 **THE COURT:** Yes.

16 **MR. WOODS:** I mean, the point is -- and can I be  
17 sworn?

18 **THE COURT:** No, sir. We're not taking testimony.  
19 Just tell me whatever you want to tell me.

20 **MR. WOODS:** All right. Well, I filed --

21 **THE COURT:** Because we're not trying your case right  
22 now.

23 **MR. WOODS:** Okay. Well, I filed a verified Answer.

24 **THE COURT:** Right. And when we try the case, of  
25 course we'll be able to be sworn and give sworn

1 testimony.

2 MR. WOODS: The point is the Hinsons do not own that  
3 land out there, any of it. Regardless of what  
4 Mr. Brackett says. This paper I gave you  
5 earlier --

6 THE COURT: Yes, sir.

7 MR. WOODS: -- it's just not an affidavit from me. I  
8 put an affidavit on top of it because the  
9 courthouse was closed and I wanted everybody to  
10 know what it is, next week I'm going to be  
11 filing a suit to clear title out there because  
12 they're not the owners.

13 THE COURT: Okay.

14 MR. WOODS: I mean, that's -- I was going to file  
15 today. They were closed. Everything was  
16 closed downtown.

17 THE COURT: I understand. That's probably because I  
18 think a tornado touched down the night before  
19 last. Chester yesterday was a wreck. I was  
20 driving through it. There were a lot of trees  
21 down, a lot of roads blocked. Just as a point  
22 of information, I don't know if you knew this,  
23 Mr. Woods, but the schools were closed  
24 yesterday. I don't know if they're closed  
25 today or not.

1 MR. WOODS: Yes, sir. It looked pretty rough. I  
2 thought they had it cleaned up. But when I got  
3 there, everything was closed up. So the point  
4 is I'm going to be filing against all of the  
5 Hinsons, including the ones that have brought  
6 this action in Magistrate Court, a suit to  
7 clear title. And the basis of the suit is that  
8 they don't own the land. And the Probate Order  
9 that he refers to, it was obtained by fraud.  
10 An attorney by the name of Ned Gregory, II in  
11 Lancaster lied to get both orders. He's been  
12 adjudicated a document forger by the South  
13 Carolina Supreme Court.

14 THE COURT: You're speaking of Ned Gregory from  
15 Lancaster County?

16 MR. WOODS: Second.

17 THE COURT: Yes. Ned Gregory, II, from Lancaster  
18 County.

19 MR. WOODS: That's where he's from. Yes, sir.

20 THE COURT: I'm acquainted with him.

21 MR. WOODS: He's in the book for discipline.

22 THE COURT: Well, I wanted -- I just wanted you to  
23 be aware I'm acquainted with him.

24 MR. WOODS: I understand that. Well, I mean are  
25 y'all personal friends or --

1 THE COURT: No, sir.

2 MR. WOODS: Okay. I'm just pointing out --

3 THE COURT: No, sir. But I will tell you because I  
4 think it bears telling on the record. Judges  
5 have to be very careful about these kinds of  
6 things. That's why I'm telling you, you have  
7 a right to hear it. Okay? Back many years ago  
8 I was a prosecuting attorney, assistant  
9 solicitor. I worked for solicitor John Justice  
10 out of the solicitor's office in Chester. And  
11 I did prosecute cases for him in all three  
12 counties of this circuit; that being Chester,  
13 Lancaster, and Fairfield. I did encounter Mr.  
14 Gregory for the very first time during those  
15 days. He is not a personal friend of mine,  
16 just an acquaintance. I have not had any  
17 dealings with him outside of professional  
18 dealings. The last time that I did deal with  
19 him, I was a member of the Board of Directors  
20 of what used to be called Piedmont Legal  
21 Services, which has its main office in Rock  
22 Hill. And I was on the Board of Directors, as  
23 was he, during the time that they were working  
24 to close down Piedmont Legal Services and the  
25 other smaller legal services corporations and

1 merge them into a single one, which has since  
2 occurred. I was chairman of the board for  
3 nearly a year before I resigned from the board,  
4 and of course, resigned the position. To the  
5 best of my knowledge, that was the last time  
6 that I encountered him, and that was quite a  
7 few years ago. But nevertheless, you have a  
8 right to those details, sir. Because my ethics  
9 need to be a certain level --

10 MR. WOODS: I don't -- I don't --

11 THE COURT: -- and you're entitled to disclosure,  
12 sir.

13 MR. WOODS: Okay. I'm not accusing you of anything.

14 THE COURT: I know. But I wanted to make sure  
15 that's clear.

16 MR. WOODS: You could be in the same lodge or  
17 something. I don't know. But he's not in this  
18 case.

19 THE COURT: I understand.

20 MR. WOODS: And I don't have the citation. But he's  
21 in the Supreme Court book. I mean if you want  
22 to run the record on him, put Gregory, II and  
23 it comes right up there in the matter of Ned  
24 Gregory, II. He forged documents to get a loan  
25 for his law office over there in Lancaster when

1 he didn't need to. I mean they would have  
2 given him the loan anyway. But he made out --  
3 he put -- he as much took the CPA stamp and --  
4 and forged it to an income statement in order  
5 to get the loan. So the state Bar made a case  
6 against him. That's beside the point. It  
7 really doesn't have anything to do with this  
8 case except that he still likes to forge  
9 documents. And he's forged two documents in  
10 the Chester County Probate Court that I know  
11 of. And I got -- I've got the documents to  
12 prove it. The Court Order that Mr. Brackett  
13 was traveling on has been polluted and  
14 manipulated by Ned Gregory, and that's the  
15 reason it's not true. And that's what this  
16 paper here does, but it's going to be filed in  
17 Circuit Court, not Magistrate Court. I'm just  
18 going to attack the whole land title of the  
19 Hinsons because I own that place right there  
20 under an oral contract with Ms. Hinson. And  
21 they do have oral contracts in South Carolina.  
22 Okay? And I got one case here. I mean, I --  
23 you know, it's like -- it's -- let me cite it  
24 to you. And I'll even give it to you if you  
25 want it. Scurry versus Edwards. It's from

1 1957. But South Carolina does -- does  
2 recognize parole contracts concerning land and  
3 it's taking out of the statute of frauds when  
4 substantial improvements have been made on the  
5 land. He's trying to use the statute -- the  
6 statute of frauds as a sword instead of a  
7 shield. He knows better.

8 THE COURT: I understand. Could you give me that  
9 cite one more time?

10 MR. WOODS: I've got the whole thing. But I'm going  
11 to --

12 THE COURT: Mr. Woods, let me just tell you so you  
13 understand.

14 MR. WOODS: Okay.

15 THE COURT: I am dealing with a slight handicap.

16 MR. WOODS: Yes, sir.

17 THE COURT: With all the pollen in the air, my head  
18 is stopped up. I'm a little hard of hearing.  
19 I'm not shouting at you, I just --

20 MR. WOODS: That's fine.

21 THE COURT: -- I have trouble hearing.

22 MR. WOODS: You want me to talk louder? I mean I  
23 don't want you to hold me in contempt of court.

24 THE COURT: If you could give me that cite again  
25 because I didn't quite get it.

1 MR. WOODS: All right. It's 232 --  
2 THE COURT: 232 --  
3 MR. WOODS: -- South Carolina --  
4 THE COURT: -- South Carolina --  
5 MR. WOODS: -- 53.  
6 THE COURT: 53.  
7 MR. WOODS: Here it is right here.  
8 THE COURT: 53?  
9 MR. WOODS: Yes, sir. 53.  
10 THE COURT: 53. What's the name of it?  
11 MR. WOODS: It's DL Scurry.  
12 THE COURT: EL Scurry.  
13 MR. WOODS: Scurry, S-C-U-R-R-Y.  
14 THE COURT: Okay.  
15 MR. WOODS: Versus James M. Edwards, E-D-W-A-R-D-S.  
16 THE COURT: I got it.  
17 MR. WOODS: It's 1957. And I mean it's not the  
18 ordinary thing in South Carolina to have oral  
19 contracts with real estate because you have the  
20 statute of frauds issue that apply. But in  
21 cases where -- we've gone to a big expense to  
22 fix the place up out there. And that was the  
23 agreement I had with Ms. Hinson. And I'm not  
24 trying to bother any of the rest of the land,  
25 just that little itty bitty piece of land there

1 where the house is. That's the only thing I'm  
2 interested in. I mean if we could get straight  
3 on that, then the whole thing would be  
4 straight. But I don't think they want to get  
5 straight. You know, but I mean this particular  
6 case is I've got a right to hold land under an  
7 oral contract if I can prove it. You know, I  
8 guess that's the problem there, you know. But  
9 I mean that was -- we would have never put as  
10 much money as we have put in the place if we  
11 were going to have to give it to the Hinsons at  
12 the end. That's not conscionable. It's just  
13 not. I mean it's -- it's just not right. And  
14 -- and this is it, just last week the South  
15 Carolina Supreme Court issued an Administrative  
16 Order, which I gave to you first. I mean it --  
17 it's -- the first page is about the history of  
18 it where she did the same thing a couple years  
19 ago. But under that Administrative Order, I  
20 mean, I'm a debtor. I mean, I'm not a tenant.  
21 I owe the Hinsons money. I just don't know who  
22 to pay because they haven't got the probate  
23 estate straightened out yet. I'm ready to pay.  
24 But it's payments, not rent. The part I'm  
25 talking about is where it defines who a

1 mortgagor and owner occupied dwelling is, and  
2 all that on that page. That's what I'm  
3 referring to. In other words, Chief Justice  
4 Toal says all foreclosure are supposed to stop  
5 for 90 days. And that's basically what this  
6 is, a foreclosure. They're just calling it  
7 something else. But I would like -- can I have  
8 those -- put those in the record?

9 **THE COURT:** Well, you will be able to put them in the  
10 record -- well, the case law or statutes and  
11 Administrative Order would not properly be  
12 evidence. But I certainly will take note of it  
13 for this hearing.

14 **MR. WOODS:** All right, sir.

15 **THE COURT:** You need to remember, sir, we're not  
16 trying the case right now.

17 **MR. WOODS:** I understand. But I mean it's -- you  
18 know, I --

19 **THE COURT:** If we were trying the case, my ruling  
20 might be a little different.

21 **MR. WOODS:** I understand. But this is new,  
22 something that would have happened today, that  
23 I would have filed today had they been open.  
24 I mean I'm sure you understand what I'm talking  
25 about. I mean it's going to be a suit by next

1 week attacking their entire title. And that --  
2 that statute I just gave you where it says  
3 Title 11, it says Magistrate Court doesn't have  
4 jurisdiction of a case when the title is in  
5 question.

6 **THE COURT:** The Magistrate Court does not have  
7 subject matter jurisdiction to determine rights  
8 to real estate. That requires a court of  
9 general jurisdiction, which would be the Court  
10 of Common Pleas, and sometimes be a special  
11 referee in this county or a Master-in-Equity in  
12 other counties that they have one if there is  
13 an Order of Reference, and that's assuming it's  
14 not a jury case. But in any case, magistrate  
15 court does not have the jurisdiction to, shall  
16 we say, say entertain an action to clear a  
17 title.

18 **MR. WOODS:** Well, judge that -- the way I read that  
19 statute, that Title 11, that's not -- it means  
20 to me that it's supposed to be sent to the  
21 Circuit Court if there's a question about the  
22 title. And if I -- and when I filed this, I  
23 mean, that's a sure question about the title,  
24 because I'm going to say the whole thing,  
25 probate and everything that they've done needs

1 to be done over. They don't have a title.

2 **THE COURT:** I understand. But you see, I cannot  
3 make that determination at this time. First,  
4 the matter is not up for trial right now in  
5 front of me. Second, you asked for a jury  
6 trial. Third, the question of whether there is  
7 -- I'm not going to rule at this time on  
8 whether or not there is clear enough title for  
9 this Court to proceed with the action at hand.

10 **MR. WOODS:** That's fine.

11 **THE COURT:** I will simply say that I have the  
12 appearance of a prima facie case that the  
13 plaintiffs are duly constituted owners. I have  
14 seen the Probate Court Judge's Order, and I am  
15 aware, sir, that you have contested the nature  
16 of the ownership of the decedent. The Order  
17 refers to the ownership of the decedent as  
18 being a life estate. Your position is that  
19 it's -- well, you say fee. The will apparently  
20 said fee. The correct term, of course, is fee  
21 simple absolute that I remember from my  
22 property class days. But in any event, I will  
23 have to, at some point, satisfy myself that  
24 there is no question with regard to the ability  
25 of the plaintiffs to maintain their case. That

1 brings about a question if I interrupt you for  
2 a moment.

3 MR. WOODS: Yes, sir.

4 THE COURT: Mr. Brackett, there was a -- there had  
5 to have been an executor or administrator of  
6 this estate who had letters, testamentary  
7 letters; that was you Mr. Breakfield?

8 MR. BREAKFIELD: Yes, Your Honor.

9 THE COURT: Which would have meant that you would  
10 have had the authority as a matter of law to  
11 act on behalf of the estate.

12 MR. BREAKFIELD: Yes, Your Honor.

13 MR. BRACKETT: Are you speaking of the Reba Hinson  
14 Estate or the Levie Hinson estate?

15 THE COURT: Well, Reba Hinson's estate for sure. If  
16 you were the executor --

17 MR. BRACKETT: I am -- I am ther personal  
18 representative for the Reba Hinson estate.

19 THE COURT: Okay. And with regard to Levie Hinson,  
20 I'm not aware of there being any particular --  
21 well, I guess there is a question. But do you  
22 know who the personal representative of that  
23 was?

24 MR. BREAKFIELD: No, Your Honor.

25 THE COURT: Okay.

1 MR. WOODS: I do.

2 THE COURT: But we do have the Order of the Probate  
3 Court Judge. And the Order of the Probate  
4 Court Judge would have had authority to  
5 construe prior Orders of the Probate Court and  
6 apply them.

7 MR. WOODS: Your Honor?

8 THE COURT: So I think that we're on fairly safe  
9 ground as far as that goes, because as the duly  
10 constituted personal representative, Mr.  
11 Breakfield, you would have had authority to act  
12 on behalf of the estate and would still,  
13 assuming the estate is still open because of  
14 some pending appeal or litigation, you would  
15 not have been discharged yet, would you?

16 MR. BREAKFIELD: Your Honor, I still am serving as  
17 the personal representative of the estate.

18 THE COURT: And you are one of the plaintiffs in  
19 this case acting on behalf of the estate?

20 MR. BRAKEFIELD: No. I'm acting on behalf of -- as  
21 the attorney-in-fact for the Hinsons. The  
22 estate of Reba Hinson, Your Honor, our position  
23 is did not own any real estate. So during the  
24 administration of the estate, I have not  
25 administered the real estate. We've had a

1 number of matters involving Mr. Woods in the  
2 estate, and most recently, the Hinsons asked me  
3 if I would act as their attorney-in-fact to  
4 bring an ejectment action and in their  
5 individual capacity as owners of the property.  
6 And that's why I'm named as the plaintiff in  
7 this case, acting as attorney-in-fact for the  
8 Hinson family. And Mr. Brackett is counsel for  
9 me in this matter.

10 **MR. WOODS:** And for the record, Your Honor, could I

11 --

12 **MR. BREAKFIELD:** Your Honor, if I could, one other  
13 thing.

14 **THE COURT:** Yes.

15 **MR. BREAKFIELD:** We have a -- I have a Power of  
16 Attorney that's certified by the Clerk of Court  
17 of Chester County that I've given Mr. Brackett  
18 to indicate my position here as the plaintiff  
19 in this case.

20 **THE COURT:** Okay. Now --

21 **MR. BREAKFIELD:** Your Honor, if I may say one other  
22 thing.

23 **THE COURT:** Go ahead.

24 **MR. BREAKFIELD:** Because of the claim Mr. Woods had  
25 made that somehow this real estate was part of

1 the estate of Reba Hinson, I retained the  
2 services of an experienced real estate  
3 attorney, and that attorney did a title search  
4 with respect to this property. And the  
5 conclusions that he provided to me is that the  
6 estate of Reba Hinson did not have any interest  
7 in the property, And that the -- that the  
8 people that have brought this lawsuit are, in  
9 fact, the owners of the property.

10 MR. WOODS: Your Honor --

11 THE COURT: Just a moment. I'll come back to you.

12 MR. WOODS: All right, sir.

13 THE COURT: I'm trying to -- I'm trying to digest  
14 what I've just heard.

15 MR. WOODS: All right.

16 MR. BREAKFIELD: The attorney in this case, I assume  
17 would be a witness in this matter. His name is  
18 Thomas Givens. He's a --

19 THE COURT: I know him.

20 MR. BREAKFIELD: -- real estate attorney in --.

21 THE COURT: He's up in Rock Hill.

22 MR. BREAKFIELD: Yeah. Yes, sir. I had Mr. Givens  
23 just as a matter of caution to search the title  
24 to determine if Ms. Hinson has a fee interest  
25 in the property. And Mr. Givens concluded,

1 based upon his examination of the title, that  
2 Ms. Reba Hinson did not own a fee interest;  
3 that she had a life estate which was  
4 extinguished at her death. And so the  
5 proceedings that I've been engaged in in the  
6 Probate Court of Chester County has dealt with  
7 personal property monies and things like that.  
8 And I stand before the Court today not as the  
9 personal representative of the estate of Reba  
10 Hinson, but as the attorney-in-fact bringing  
11 the action on behalf of the Hinsons pursuant to  
12 a Power of Attorney that is filed in the Clerk  
13 of Court's office in Chester County, which we  
14 have a certified copy here today, sir.

15 **THE COURT:** All right. That leads me to a question  
16 which either you, Mr. Breakfield, or you, Mr.  
17 Brackett, may be able to answer, because it's  
18 a question of law. I either have jurisdiction  
19 to proceed with this case or I don't. And this  
20 will impact on whether I do properly have  
21 subject matter jurisdiction. And that's this.  
22 What do I have to work with where there is no  
23 question of fact whatsoever as to the owners  
24 and the people in charge of this particular  
25 piece of property?

1 MR. BRACKETT: What you would have that I brought  
2 today, I was going to ask the Court to take  
3 judicial notice of if we got into the hearing  
4 today, I have Last Will and Testament of Levie  
5 Hoyt Hinson from his estate opened in 1986 that  
6 devised the life estate to Reba Hinson, naming  
7 his -- naming their bodily heirs as the  
8 remaindermen. We then have the Probate Court  
9 Order in the Levie Hinson estate. You'll  
10 notice that apparently the court reopened the  
11 estate for purposes of determining who the  
12 bodily heirs were. And because the Reba Hinson  
13 estate had no claim. So the Probate Court in  
14 the Levie Hinson estate held a hearing, issued  
15 an Order dated October the 15, 2007, and quite  
16 specifically said in there these are the  
17 remaindermen to the life estate, and spelled  
18 them out. Now, what I would point out to the  
19 Court now, Mr. Woods was not a devisee in Levie  
20 Hinson's Will, nor was he a devisee in any will  
21 that Reba Hinson -- that was put forth in the  
22 Reba Hinson estate. Mr. Woods has claimed in  
23 various proceedings that the wrong will is  
24 being probated in the Reba Hinson estate. And  
25 our position has always been as far as he's

1 concerned, that doesn't matter because he's not  
2 an interested party anyway. He's not named in  
3 any of her wills, so he has no standing to  
4 object to those things. And so the Probate  
5 Court entered an Order of Formal Testacy  
6 February of '09. It said Breakfield was  
7 appointed as personal representative per the  
8 agreement of the heirs. And this particular  
9 will is the one that's going to be probated.  
10 It is so ordered. All right. So that Order of  
11 Formal Testacy is in the record. Mr. Woods has  
12 been trying to somehow get around it and set it  
13 aside. But again, he has no standing to do  
14 that. You know, as I've said, he doesn't have  
15 a dog in that fight. But he's trying to --  
16 he's trying to nibble around the edges to  
17 somehow figure out a way that he can get Reba  
18 Hinson to own fee simple title to this  
19 property. So what you have to work with with  
20 respect to who the owners are would be the  
21 Levie Hinson Will and the Order of the Probate  
22 Court in the Levie Hinson estate that set out  
23 who the remaindermen are. Now, what Mr. Woods  
24 is trying to do I think now, Your Honor, is to  
25 what the law calls collaterally attack the

1 Order in the Levie Hinson estate and say that  
2 even though I was not a party to that  
3 proceeding, and I'm not an interested party in  
4 that estate, that Order somehow affects me and  
5 I'm entitled now to go in there and question it  
6 and to -- and to have it reexamined or in a  
7 separate proceeding have it determined to be  
8 incorrect on some ground. And there are very  
9 limited circumstances that permit a stranger to  
10 come in later in a separate proceeding and  
11 collaterally attack an order. I also had today  
12 that I was going to pass up, I'll just mention  
13 it. I have certified copies from the Chester  
14 County Probate Court indicating that  
15 immediately after that October 15, 2007, order  
16 was entered, three of the -- one lawyer  
17 representing three of those bodily heirs filed  
18 a Notice of Appeal from that order and then  
19 dismissed the appeal approximately one month  
20 later in November of '07. So there really has  
21 not been an appeal taken from that October 15,  
22 2007, order in the Levie Hinson estate that set  
23 out -- that determined who the remaindermen  
24 are, and those remaindermen would be the owners  
25 of this property.

1 THE COURT: Okay. And then the other aspect of this  
2 that I've been wrestling with is this. Just as  
3 the Magistrate Court is a court of limited  
4 jurisdiction, Probate Court also is not a court  
5 of record. And it is also a court of limited  
6 jurisdiction. Just as I may not quiet a title,  
7 for example, neither may the Probate Court --  
8 probate court can settle an estate and say who  
9 takes what in what amounts. So what I am  
10 trying to satisfy myself is this, whether or  
11 not some kind of an action to quiet title needs  
12 to be undertaken as part of this. However, I  
13 am also noting that if all paperwork that I  
14 have, and Mr. Woods has been prolific, and Mr.  
15 Woods, I'm about to give you a chance to talk  
16 to me again.

17 MR. WOODS: All right, sir.

18 THE COURT: Okay.

19 MR. WOODS: Thank you.

20 THE COURT: Just a moment, I will. Where I am hung  
21 up still is whether there needs to be some sort  
22 of action to quiet the title. But I am also  
23 looking at this, Mr. Woods has apparently made  
24 no claim to actually having title or a specific  
25 right to have title in his hands right now. It

1 appears to be instead a right that he is  
2 claiming to acquire title by means of a  
3 purchase to be it -- yet not be taken. Now,  
4 that's what I'm hung up with, and I would ask  
5 you to straighten out for me, Mr. Woods, in a  
6 minute. But Mr. Brackett, what is the position  
7 of the plaintiff with regard to whether or not  
8 the title itself needs to be quieted in the  
9 Court of Common Pleas before you can entertain  
10 something like this ejectment action?

11 **MR. BRACKETT:** Well, I don't think that it does in  
12 this case because all that's required is that  
13 there be a landlord/tenant relationship. That  
14 relationship gives the Magistrate's Court, as a  
15 matter of fact that's probably the foundational  
16 requirement for a proceeding such as this, that  
17 there be a dispute between landlord and tenant.  
18 Now, in order for Mr. Woods to try to bring in  
19 some title dispute, whether it's done in  
20 Magistrate's Court or Circuit Court, he's first  
21 going to have to prove what interest he has  
22 that he is trying to protect. In other words,  
23 that's what gives him standing to get into a  
24 title dispute over the property. And when he's  
25 asked, sir, what is your title, what is your

1 claim based on, it is based on, as he told me  
2 last week at deposition, it is based on an oral  
3 agreement I had with Reba Hinson that I would  
4 pay X dollars and she would give me a deed.  
5 Now, my position is if you assume that to be  
6 true solely for the sake of argument, assume it  
7 to be the case, Mr. Woods had an agreement with  
8 Reba Hinson.

9 THE COURT: Right.

10 MR. BRACKETT: All right. He had a contract with  
11 her. When she died, Mr. Woods had one year  
12 that is the self-executing drop dead date for  
13 claims against an estate, one year after date  
14 of death is as far as it goes. He had up to  
15 one year to go into Probate Court and say I  
16 have a claim against Reba Hinson's estate. I'm  
17 entitled to a deed at 1537 Hinton, all right,  
18 and I'm making claim against her estate now.  
19 Now, he didn't do that. He made claims against  
20 the estate, but not for any agreement that he  
21 had with Reba Hinson over title to any lot.  
22 And so my position is, even if we agree, and I  
23 don't, for the record, but even if we did that  
24 he had some enforceable oral agreement as he's  
25 described, he's now lost the chance to enforce

1 it by not having pursued it against the Reba  
2 Hinson estate within the time allowed by the  
3 Probate Code.

4 **THE COURT:** And so in your theory, assuming we go  
5 with your theory of the case, he would owe rent  
6 to somebody and that rent would have to be paid  
7 either to the Probate Court or to whoever was  
8 the personal representative, but to somebody  
9 until this thing actually got settled?

10 **MR. BRACKETT:** He would have -- he would have owed  
11 rent to Reba Hinson's estate for any rent that  
12 accrued prior to her death. After that the  
13 rent would have been owed to the remaindermen  
14 who just automatically got the title based on  
15 the life estate. They don't have to have a  
16 deed for that. All right. That title  
17 automatically belongs to them on the date of  
18 death. And so he would have owed reasonable  
19 rent, or whatever that would be to, the  
20 remaindermen after Reba Hinson's death. Now,  
21 I know Mr. Woods claims, well, I didn't owe the  
22 rent, you know, my agreement said I could wait  
23 until the end of the ten years and make a lump  
24 sum payment and, you know, get a -- a to  
25 contract purchase is what it amounts to, not an

1       installment note or anything like that. It was  
2       just a -- under his definition or his  
3       description it would be a contract purchase.  
4       And so he's now claiming that Reba Hinson  
5       breached the contract. She either  
6       misrepresented the state of her title and told  
7       him he could, you know, she could sell him  
8       something she didn't own or whatever. He has  
9       -- he's lost the opportunity for those sorts of  
10      claims.

11   **THE COURT:** Okay. I think I understand your theory.  
12       Mr. Woods, all I'm trying to do is understand  
13      respective positions right now because, as I  
14      said, this case is not for trial today.

15   **MR. WOODS:** Yes, sir, I understand.

16   **THE COURT:** Okay. Now, I promised you I would hear  
17      what you have to say. Please continue, sir.

18   **MR. WOODS:** All right. He sent me a copy of it, and  
19      he sent it to you. This is something Mr.  
20      Brackett -- it's 19 pages that he sent in this  
1      week.

2   **THE COURT:** Right.

3   **MR. WOODS:** It's not sworn to. And if you want to  
4      put me under oath, I mean, it's two-thirds of  
5      it in here that's half truths and it's not

1 exactly what it ought to be. He's pretty good  
2 with his writing. And when you get through  
3 reading it, you've got an impression of what  
4 he's got to say. It's not exactly the truth.

5 **THE COURT:** Well, I'm not taking it as testimony.  
6 I'm just taking it as his Memorandum of Law for  
7 our limited purposes today.

8 **MR. WOODS:** When I go over there and file this  
9 action to quiet title, this man right here is  
10 going to be one of the defendants (indicating).  
11 His name is right here. Because he may claim  
12 the land somehow. And when we get through with  
13 that, it will be clear and there will be an  
14 owner. But all I want to be is the owner of  
15 that little piece right there that she -- that  
16 I was buying from her at the time. And as far  
17 as talking about statute of frauds, it doesn't  
18 count -- I mean, I did see her write it in her  
19 records. I mean it's covered either way. I  
20 sit there and she made a memo about what we had  
21 agreed on included in her records. Now, either  
22 they've lost it or they won't come up with it.  
23 I don't what. But even if there is no writing  
24 produced, I mean, if you go and make a  
25 substantial improvement to a piece of real

1 estate under the assumption that it is -- that  
2 you're buying it, I mean, then the statute of  
3 fraud is not -- not there. Or what -- you  
4 know, I mean, at least in South Carolina  
5 courts.

6 THE COURT: Okay.

7 MR. WOODS: And I mean can I read part of this lis  
8 pendens notice into the record, just one  
9 sentence?

10 THE COURT: Go ahead.

11 MR. WOODS: All right. It says, I mean it's got the  
12 land out there.

13 THE COURT: Yes.

14 MR. WOODS: I mean, all the land, but I don't really  
15 mean all the land. I mean, I'm not trying to  
16 -- but I mean that's about the only way to get  
17 it cleared you understand? And on the second  
18 page it says, at the same time the land action  
19 is filed a companion action in the Chester  
20 County Probate Court will be filed under the  
21 South Carolina Rules of Civil Procedure Rule  
22 60(b)(3) against the Hinson -- against the  
23 Levie Hinson Probate Order which will show the  
24 use of extrinsic fraud in creating the Probate  
25 Order dated October the 15, 2007. And that was

1 done by Ned Gregory. It was typed on Ned  
2 Gregory's typewriter, and he represented one of  
3 the parties. And what it is he wanted to get  
4 the wrong will probated because one of his  
5 clients wanted land out there. And that's the  
6 reason it's been tore up and in court for five  
7 or six years is because of Ned Gregory. The  
8 whole thing would have been over in six months  
9 if he'd have stayed out of it and hadn't  
10 started. You know, he's just twisting their  
11 arm trying to make them take the wrong will is  
12 what it amounts to. And these people here  
13 don't have title to it. And they're down here  
14 in the Magistrate Court claiming they're owners  
15 and they're not owners. That's my position.  
16 And you need to get to be a true and clear and  
17 without a doubt owner then you can throw  
18 somebody out. But I mean this is not a joke or  
19 a bluff. I went over there today and filed  
20 this and next week I'm going to file a whole  
21 suit. And I'll be glad --

22 THE COURT: But I'm not challenging you, sir.

23 MR. WOODS: I'll be glad to send you a copy of it.

24 THE COURT: And I'm looking at it. I have a copy  
25 you gave me.

1 MR. WOODS: Okay. But this is just the lis pendens  
2 part. I mean, I'm going to file a whole suit  
3 next week.

4 THE COURT: Okay.

5 MR. BRACKETT: Well, you know, Your Honor --

6 MR. WOODS: And it's going to be to quiet all of the  
7 title to all of the land out there. Because  
8 even if, you know, even if you -- can I get  
9 through here. Can he let me speak.

10 THE COURT: We'll let Mr. Woods finish his thought  
11 and I'll --

12 MR. WOODS: This is what he does, he wants to take  
13 over courts and run stuff. And this right  
14 here, nobody appointed him to do this. It's  
15 like he's a special master or something  
16 appointed to go out and get the facts.

17 THE COURT: Mr. Woods?

18 MR. WOODS: Yes, sir.

19 THE COURT: Let's make one thing very clear right  
20 now.

21 MR. WOODS: All right, sir.

22 THE COURT: There is only one judge in this  
23 courtroom. That's me. Nobody is going to take  
24 over my courtroom. I'm not going to allow it.

25 MR. WOODS: That's fine.

1 THE COURT: Not you, sir. Not him. Mr. Breakfield,  
2 if he tried to would surprise me. No way. I  
3 haven't seen him in quite a number of years,  
4 but his reputation precedes him and he's always  
5 been a gentleman. So I don't believe he will  
6 try to take over my courtroom. Now, this nice  
7 lady right here, deputy sheriff, even she's not  
8 going to try to take over my court. The only  
9 person in this courtroom who I sometimes allow  
10 to overrule me is that nice blonde lady over  
11 there. She's my clerk and my secretary. And  
12 sometimes I call her the boss with the big B  
13 when I'm the boss with the little B. So nobody  
14 is going to take over the courts.

15 MR. WOODS: Yes, sir.

16 THE COURT: Go ahead.

17 MR. WOODS: Well, I mean, he's interrupted me. I  
18 already forgot what I was going to say now.

19 THE COURT: That's all right.

20 MR. WOODS: That's his intent, see.

21 THE COURT: Mr. Brackett, you were trying to say  
22 something. Go ahead, sir.

23 MR. BRACKETT: What strikes me, Your Honor, and what  
24 Mr. Woods is trying to do is to avoid ejection  
25 by claiming that there's a title dispute. He

1 wants gin up a title dispute in order to avoid  
2 having to come to this court and answer whether  
3 he is a tenant to the present owners of that  
4 property. Now if he want to show -- if he  
5 wants to claim there's not a landlord/tenant  
6 relationship, fine. At the trial we can go  
7 into that.

8 **THE COURT:** That's right.

9 **MR. BRACKETT:** But he can't -- he can't delay and  
10 continue to live on this property and string  
11 this out by using the court system, by filing  
12 this -- I sat out in there five -- five  
13 proceedings already. He's now threatening two  
14 more over this lot. I mean, this is --

15 **THE COURT:** Mr. Brackett, I get it. I promise you,  
16 sir, I get it. And Mr. Woods, I think I get it  
17 from you. I think I understand the nature of  
18 this dispute. Here is where we are. First of  
19 all, you have requested a jury trial. You're  
20 entitled to a jury trial, by law. Ms. Fox can  
21 do the jury strike today. We can set the case  
22 for jury trial on the 30<sup>th</sup> of June at two  
23 o'clock in the afternoon right here. That will  
24 give plenty of time to both sides to subpoena  
25 witnesses. If you have witnesses that you will

1 need for the trial, all you need to do is give  
2 us the names and addresses of the people and  
3 we'll send subpoenas out for service through  
4 the Chester County Sheriff's Department. So  
5 you have access to compulsory process. The  
6 plaintiff has access to compulsory process.  
7 You would have the same access in a bench  
8 proceeding. The only difference between a jury  
9 proceeding and a bench proceeding basically is  
10 this, who decides who's proven the case. Now,  
11 in this particular instance, because the  
12 plaintiff has brought this Rule to Show Cause  
13 seeking that you be ejected from the premises  
14 for non payment of rent, they have to go  
15 forward. They have to present evidence. And  
16 they have to convince the trier of the facts,  
17 be it the judge in a bench trial or the jury in  
18 a jury trial, okay, they've got to prove by a  
19 preponderance of the evidence that they are  
20 correct. You as the defendant have no burden  
21 to prove anything. But you may certainly try  
22 to prove something if you wish to as part of  
23 your case. I'm just telling you that the law  
24 will not require you to prove anything. And  
25 you can do what you can to show that they don't

1 have proof by preponderance of evidence that  
2 they're correct. If the trier of the facts  
3 finds that their case is not proven, they would  
4 find for you, sir. If the trier of the facts  
5 find that their case is proven, then you would  
6 lose and you would be subject to having to  
7 vacate the premises voluntarily or there would  
8 be a writ of ejectment to force you off.  
9 That's what is involved with this case. Either  
10 way somebody has to decide this, whether it's  
11 going to be me in the bench trial or a jury in  
12 a jury trial. In Magistrate Court cases,  
13 because this is not the Court of Common Pleas,  
14 we have juries of six people. And jury  
15 selection in Magistrate Court works like  
16 slightly differently than it does in Circuit  
17 Court. In fact, jury selection in Common Pleas  
18 is a little different from the way they do it  
19 in General Sessions. Ms. Fox has the papers.  
20 She's ready to do that. We'll do that today.  
21 The only other thing that I really have to take  
22 up is the question of bond. Here is the  
23 problem, sir. Right now as it stands, I am  
24 prepared to rule the following. That if it can  
25 be demonstrated by the plaintiff that you are

1 a tenant at will, as they claim, they would be  
2 entitled to rent. Somebody would be entitled  
3 to collect it. I find based upon the totality  
4 of what is in front of me that Mr. Breakfield  
5 and these plaintiffs have standing to bring  
6 this action. And so this action will go  
7 forward. It will not be dismissed for lack of  
8 jurisdiction based on the plaintiffs not having  
9 standing to proceed. Mr. Breakfield in and of  
10 himself I think has more than sufficient, but  
11 he appears to be joined by other people. So  
12 this case is properly before the Court to be  
13 adjudicated. There is no reason at this stage  
14 to just dismiss it. I also find that there is  
15 a justiciable issue here, at least one, and  
16 possibly more than that. The point being that  
17 you would have to be able to knock out their  
18 attempt to prove that they are entitled to  
19 payment of rent. So we have to set a bond  
20 because, apparently, no money has been paid as  
21 of yet. And the only figure that I have is  
22 this \$951 per year, which seems to be for the  
23 lot itself, without the improvements thereon.  
24 Based upon what I have heard so far, I am  
25 prepared to rule that a reasonable amount at

1 this time, given that this \$951 figure is an  
2 old figure, would be \$200 a month. Now, we are  
3 nearly halfway through May. I would be -- I  
4 would consider it acceptable to take \$100 as  
5 bond for the remaining part of the month of  
6 May. By June the 5th, you would have to pay  
7 \$200. If the case gets put off into July, by  
8 July the 5th you would have to pay another \$200.  
9 You would pay this money monthly to this Court  
10 to Ms. Fox. It will be deposited in my  
11 Magistrate Court account, the disposition of  
12 those funds to be determined after this trial  
13 has taken place. Now, if you do not pay the  
14 money within the time that I have specified,  
15 you will continue to have your jury trial but  
16 the money being bond, I'm going to require that  
17 it be paid and if it's not paid by the 5th of  
18 each month until this case is over in my court,  
19 I will assign an ejectment order immediately.  
20 You will have your jury trial, but you will be  
21 off the property, because we have to collect  
22 rent in some amount while this is pending.  
23 Your remaining on the property without paying  
24 something for it is simply not right. Besides  
25 which you've already indicated that you're

1 willing to pay, you don't know who to pay.  
2 Well, we'll take care of that by taking the  
3 money in the Court. Now if it turns out that  
4 you are sustained in this case, that money is  
5 subject to be returned to you because it will  
6 be safe in the Magistrate Court account. But  
7 that's what we're going to do. Your \$100 money  
8 order can be used by you if you choose to pay  
9 what you would owe for the month of May. So  
10 your first payment of \$200 would not begin  
11 until June the 5<sup>th</sup> or sooner, as you choose.  
12 But you're waiting until after that, we let the  
13 time go by, I'll sign an order of ejectment for  
14 non-payment of the bond. Because we have to  
15 move this thing and you have to pay something  
16 in order to ensure that payment will be  
17 available to the plaintiffs or whoever the  
18 ultimate plaintiffs will be at the end of this  
19 case should they win. As I said, this is a  
20 bond. This is not what you owe to anybody yet.  
21 That has yet to be determined. So that's my  
22 ruling. And you can make arrangements to fill  
23 out that money order. Ms. Fox will take it and  
24 we will keep it on account for you. And I  
25 promise it will be safe. But in the meanwhile,

1 we need to strike a jury, and I find that this  
2 case is properly before this Court. There's no  
3 reason to dismiss it at this time. Although  
4 there was no formal motion for summary  
5 judgment, I did look at it from that  
6 standpoint. And I do find that there does seem  
7 to be a justiciable issue worthy of going to  
8 the trier of the facts. Mr. Woods, if you want  
9 to do a bench trial, I'll be happy to do that.  
10 We'll schedule it for the same -- or we'll  
11 schedule it for some appropriate time. You've  
12 requested a jury trial and I want to make sure  
13 that you have your rights, sir. And you will  
14 be able to tell the jury your side of this with  
15 admissible evidence and exhibits. And that  
16 will be -- I don't know of anything else we  
17 need to tend to today. Mr. Brackett, do you  
18 have any other business in connection with this  
19 case?

20 MR. BRACKETT: No, Your Honor.

21 THE COURT: Is that \$200 figure per month reasonable  
22 from the standpoint of the plaintiffs?

23 MR. BRACKETT: That's fine with us, yes, sir.  
24 That's fine.

25 THE COURT: Okay. Mr. Woods, I tried to keep it a

1 relatively low amount. The reason I went up  
2 and went to \$200 was I'm just taking note of  
3 inflation since those years. And I wanted to  
4 have enough that it be worth collecting it, but  
5 not enough to really hurt you. I'm trying to  
6 find a way to split this. So that's my ruling.  
7 Ms. Fox, please strike the jury. Yes, anything  
8 else?

9 MR. BRACKETT: Yes. Two things, Your Honor.

10 THE COURT: Go ahead.

11 MR. BRACKETT: First, I'm assuming based on your  
12 remarks Mr. Woods is still -- still prefers to  
13 go forward with a jury trial?

14 MR. WOODS: That's what I wanted.

15 MR. BRACKETT: Okay. Secondly, on striking a jury  
16 when you use that term --

17 THE COURT: Yes.

18 MR. BRACKETT: -- I'm not exactly sure if it's the  
19 court's thinking that we're going to get down  
20 to a six member jury today, I think we're  
21 entitled to at least some voir dire before we  
22 actually seat a jury. I mean, I don't know any  
23 of these people. My clients haven't looked at  
24 the list. I don't -- we're at least I think  
25 entitled to ask whether any of these jurors

1 know Mr. Woods or if they know any of my  
2 clients, whether there's some -- because I'd  
3 hate to get here and then have --

4 **THE COURT:** Let me explain to you what I'm talking  
5 about.

6 **MR. BRACKETT:** Okay.

7 **THE COURT:** I'm not surprised that you bring up this  
8 issue. The jury selection for right now would  
9 strike a whole bunch of people. Many of them  
10 will turn out not to be eligible. We'll send  
11 out a questionnaire to pre-screen them. But  
12 then on the day of the trial, I still have to  
13 qualify them. So I will swear them and ask  
14 them the statutory questions. Once all that is  
15 attended to and they're qualified to serve as  
16 jurors, we then get into voir dire and we get  
17 that information. Okay.

18 **MR. BRACKETT:** So today is it -- is it we're just  
19 going to take a -- we're just going to get a --

20 **MS. FOX:** We'll take a list.

21 **MR. BRACKETT:** Each of us will get a list --

22 **MS. FOX:** Yes, sir.

23 **MR. BRACKETT:** -- of the jurors? And then -- oh, I  
24 see. Okay. Well, that's fine. And those will  
25 be the people who will be summoned to be here?

1 MS. FOX: Yes.

2 MR. BRACKETT: Okay. That's fine.

3 THE COURT: And what we'll do in this particular  
4 case, Ms. Fox, I think we need to depart from  
5 what we frequently do in -- I hate that we have  
6 to go to the expense, but I'm going to send the  
7 bill for this to Judge Moore who gave the case  
8 to begin with. She can pay it on her budget  
9 instead of me paying it on mine. Let's have  
10 all of the people on the list --

11 MS. FOX: Sequestered to come in?

12 THE COURT: -- come to court.

13 MS. FOX: Okay.

14 THE COURT: Send them the questionnaire and we'll  
15 have them come to court. And then what we'll  
16 do on the day that this thing goes to court,  
17 first, I will qualify them. And then what  
18 we'll do is we'll deal with the voir dire  
19 questions. And then you will be able to do  
20 your acceptances and strikes of --

21 MR. BRACKETT: I just misunderstood the word strike  
22 in the way that you were using it. So that was  
23 my mistake.

24 THE COURT: And we have a somewhat faster process  
25 that we ordinarily use in our criminal cases.

1 But you know, my inclination is to go with the  
2 longer and more expensive process. This is  
3 such a contentious thing, I don't want to  
4 create an issue out of the jury selection  
5 becoming part of anything that might be  
6 appealed or litigated. Mr. Woods, what this  
7 means is, in plain English, you're going to  
8 have a list of people. Now, I want you to  
9 understand, I don't have to tell Mr. Brackett  
10 and Mr. Breakfield because as attorneys they  
11 know this and they're already under an oath as  
12 an attorney. They know not to talk to any of  
13 these people, okay, prior to -- yeah, and we're  
14 going to give you some instructions -- prior to  
15 court. If you do or they do, and I find out  
16 about it, that is called jury tampering. It  
17 could result in criminal charges, even against  
18 attorneys. And that sometimes happens. Okay.  
19 And as you have already told me, some attorneys  
20 manage to get into trouble. So just being an  
21 attorney doesn't make one automatically  
22 pristine. I'm acquainting you with this rule  
23 not because I believe you would violate it.  
24 No, sir. I make no such finding. Just so that  
25 you are aware that this rule exists and what it

1 means because here is the crux of it. We need  
2 to be sure that with the jury that is going to  
3 try this case, that they make their decision  
4 exclusively based on what they hear and see in  
5 court, not based upon something somebody else  
6 told them. Okay? And when we actually do the  
7 trial, you're going to hear me talking to them  
8 about how the attorneys and the people involved  
9 will not talk to them even to say hello for  
10 fear that it could appear to be improper, and  
11 they shouldn't think that anybody is being  
12 snooty to them. That's one of the instructions  
13 I'm going to end up giving them. Okay? So I  
14 just want to make sure because you, sir, are  
15 not an attorney, and because I don't know how  
16 many jury trial you have been through, I just  
17 want make sure, these rules apply to all jury  
18 trial. And I promise you that nearly 30 years  
19 I had to deal with it in General Sessions  
20 Court. Okay. Same rule on me, too. And the  
21 only discussion, only contact that this Court  
22 will have with any of them will be the juror  
23 notice, their response to a questionnaire,  
24 which will be the same questions that are  
25 required for them to be qualified. Okay? And

1 also discussion with Ms. Fox as to where they  
2 have to go for jury service, and if they have  
3 specific problems and whether they qualify or  
4 not. It will have nothing to do with any of  
5 the facts in this case. Ms. Fox knows how to  
6 handle that. Believe me, sir, I will not talk  
7 to any of the jurors for any reason whatsoever  
8 outside of the proceedings. Ms. Fox screens  
9 people who talk to me because I have to be very  
10 careful that I don't have improper contact with  
11 people. This is why I did not talk to you  
12 about the case, and I why I did not talk to Mr.  
13 Brackett or Mr. Breakfield about the case,  
14 because there can be an appearance that I am  
15 either playing favorites with someone or that  
16 I have taken something that doesn't belong in  
17 my brain from something I heard outside the  
18 courtroom. As a I judge, I can't do that.  
19 Okay? So please don't think that my not having  
20 been willing to talk to you up until now has  
21 been any kind of slight to you. It's because  
22 I'm just not allowed to do that. Okay? All  
23 right. So Ms. Fox give them their instructions  
24 and I think we're done. Thank you.

25 (Off the Record)

1 THE COURT: Then for the record, I'm going back on  
2 the record on my tape. Mr. Brackett is going  
3 to prepare an Order in connection with today's  
4 rulings. Now, with regard to that Order, of  
5 course Mr. Woods will have to see it and will  
6 have to have enough time to raise any  
7 objections to its drafting and requiring  
8 amendments to it. And then when it's proper,  
9 I will sign it. I will not sign any order  
10 without you seeing it first, sir.

11 MR. WOODS: I appreciate that, Judge, because  
12 usually he does --

13 THE COURT: And you will have -- and if you need the  
14 time, you will have an opportunity to contest  
15 the way it was drafted.

16 MR. BRACKETT: And again, for the record, I have Mr.  
17 Woods' P.O. Box in Lancaster. But do you have  
18 a fax number or an email address that I could  
19 use to communicate with you?

20 MR. WOODS: I don't have anything like that.

21 MR. BRACKETT: Okay.

22 THE COURT: Mr. Woods, now there is something else  
23 that I can offer you.

24 MR. WOODS: Yes, sir.

25 THE COURT: We're less formal in Magistrate Court.

1 If Mr. Brackett sends it to my office, Ms. Fox  
2 can make a copy of it. You're more than  
3 welcome to come to my office and get it.

4 MR. WOODS: Well, I'll get it from her. And I --

5 THE COURT: And then you can have time to read it and  
6 review it and let us know what --

7 MR. WOODS: Can I say one thing?

8 THE COURT: Yes, sir. Go ahead.

9 MR. WOODS: I mean, I don't know if you were  
10 referring to the Friday afternoon that I came  
11 in there and tried to look at the record.

12 THE COURT: No, sir. I'm just speaking in general.

13 MR. WOODS: I mean, that day I was asking to look at  
14 the record, you know.

15 THE COURT: And I understand.

16 MR. WOODS: Because there were parts missing, you  
17 know, like --

18 THE COURT: Okay. Well the point is --

19 MR. WOODS: All right.

20 THE COURT: The point is that the -- the point is I  
21 have to take safeguards that I don't have  
22 improper contact with certain people who are  
23 going to come in front of me because we have to  
24 avoid appearances that something is wrong.

5 MR. WOODS: Yes, sir.

1 THE COURT: Okay. And I'm not going to be in  
2 cahoots with anybody against anybody because  
3 that's not what I do. But I did tell Ms. Fox  
4 what we could do that would satisfy your  
5 request, and I hope that it -- that it worked.  
6 But the reason I would not see you personally  
7 was because if I did that, not that Mr.  
8 Brackett or Mr. Breakfield would raise it, but  
9 they would be able to challenge me. Okay?  
10 Just as if I talked to them outside of your  
11 presence about this case, you could challenge  
12 it. Okay? Because decisions need to be made  
13 based on what happens in court. So all I'm  
14 trying to tell you is if somehow what I did  
15 insulted you, I apologize for. I'm trying to  
16 explain it.

17 MR. WOODS: It didn't. It's just I didn't want you  
18 to think that I was trying to see you.

19 THE COURT: No, sir. I did not.

20 MR. WOODS: I just wanted to see the clerk and she  
21 was not there that day.

22 THE COURT: I understand. But she came in and I  
23 spoke with her. And we're okay, Mr. Woods. I  
24 assure you you have no problem with me and I  
25 have no problem with you.

1 MR. WOODS: The only thing I want to mention about  
2 the jury, I mean I'd just as soon not to see  
3 the jury list. That way I won't contact  
4 anybody. But I'm not going to do that anyway.

5 THE COURT: However you --

6 MR. WOODS: But I mean I asked for a 12 person jury  
7 in my answer.

8 THE COURT: Yes. We don't have the jurisdiction to  
9 do a 12 person jury in this court. Juries in  
10 this court are juries of six.

11 MR. WOODS: Well I'm not waiving that, Judge. I'm  
12 still asking.

13 THE COURT: You don't have that privilege, sir.  
14 Juries in this court are juries of six.

15 MS. FOX: And we will have two alternates.

16 THE COURT: That's it.

17 MR. WOODS: I mean, I just want it on the record  
18 that's what I asked for in my answer.

19 THE COURT: Oh, yes, sir. Juries in this court are  
20 juries of six people. You do not get a right  
21 to a jury of 12 in Magistrate Court. Nobody  
22 does. That's in Circuit Court only. Okay.  
23 Thank you.

24 (There being nothing further, the hearing was  
25 concluded at 3:30 p.m.)

**CERTIFICATE**

This is to certify that the within hearing consisting of Sixty-Eight (68) pages, is a true and correct transcript of the testimony given by said witnesses after being duly sworn; said hearing was reported by the method of Stenomask with Backup.

I further certify that I am neither employed by nor related to any of the parties in this matter or their counsel; nor do I have any interest, financial or otherwise, in the outcome of same.

IN WITNESS WHEREOF I have hereunto set my hand and seal on May 31, 2011.



Andrea R. Taylor  
Court Reporter

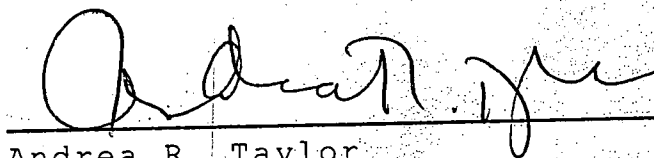
Notary Public for South Carolina  
My Commission Expires: April 27, 2014

**CERTIFICATE**

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IN WITNESS WHEREOF I have hereunto set my hand and seal on May 31, 2011.



Andrea R. Taylor  
Court Reporter

Notary Public for South Carolina  
My Commission Expires: April 27, 2014

STATE OF SOUTH CAROLINA  
COUNTY OF CHESTER

IN THE MAGISTRATE'S COURT

Robert H. Breakfield, Esquire as  
attorney-in-fact for John D. Hinson,  
John C. Hinson, Jerry Hinson,  
Kathy Huffstickle, Robert H. Hinson,  
Darrell W. Hinson, Lois Hinson, Tina  
Jones, George Stanford as Personal  
Representative of the Estate of Linda Stanford,  
William L. Hinson, Elaine H. Hensley, and  
William C. Hinson, Jr.,

Plaintiff-Landlord,

v.

Mell Woods,

Defendant-Tenant.

1.

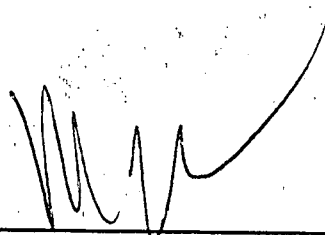
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In the above action, defendant claims protection under  
Order Number 2011-05-02-01, of the SOUTH CAROLINA SUPREME  
COURT, (copy of the order is attached);

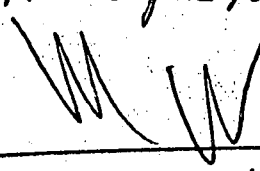
2.

Defendant is actually a debtor, and mortgagor as  
defined in the Supreme Court Order, definition (1);  
Defendant lives in an owner-occupied dwelling, as defined  
in definition (3); defendant owes the Hinson heirs a set  
amount of money as payments, and not rent from an agreement  
of sale with with Mrs. Reba P. Hinson, the heirs are defined  
as the mortgagee, definition (2), in the Supreme Court Order.

12  
This 14 day of May, 2011

  
Mell Woods

P.O. Box 2603  
Lancaster SC 29721

Service:  
Handed To Court, AND To  
opposing side in open court  
ON MAY 12, 2011   
Mell Woods

## Court News

2011-05-02-01

## The Supreme Court of South Carolina

Re: Mortgage Foreclosure Actions

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ADMINISTRATIVE ORDER

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On May 22, 2009, I issued an Administrative Order (Order No. 2009-05-22-01) applicable to mortgage foreclosure actions subject to the Home Affordable Modification Program ("HMP") instituted by the United States Treasury Department ("Treasury"). The program applied to residential loans owned, securitized or guaranteed by the Federal National Mortgage Association (Fannie Mae) or the Federal Home Loan Mortgage Corporation (Freddie Mac).

Subsequently, Treasury issued, by directive, additional guidance to servicers for adoption and implementation of the HMP for residential mortgage loans that are not owned, securitized or guaranteed by Fannie Mae or Freddie Mac. However, the HMP is only applicable to such loans if the lender or servicer has agreed to participate in the HMP. Not all lenders or servicers have so agreed.

Since imposition of my prior order, the number of foreclosure actions filed in this State have continued to increase. The trial courts having jurisdiction over such actions have reported to this Court difficulty in making final disposition of these actions as a result of failed or delayed loss mitigation efforts between lender-servicers and mortgagor-debtors. As a result, the number of unresolved foreclosure actions has increased, with a resulting burden on the resources of the Court before which the action is pending.

The courts have reported that these failures are the result of a breakdown of loss mitigation efforts that all parties find to be in their best interests, if possible. The trial courts report that such breakdowns are largely the result of difficulty in communication between lender-servicers and debtors, and the fact that foreclosure actions are proceeding to conclusion without regard to ongoing loss mitigation efforts by the parties.

I further take judicial notice of the actions of courts in other jurisdictions describing a similar breakdown in the efforts of parties to foreclosure actions to reach a resolution of defaults in payment of mortgage loans.

Therefore, based on the foregoing, and in order to insure that eligible homeowners

and lender-servicers have been afforded the benefits of loan modification or other loss mitigation where possible, and to insure that the procedures for handling issues relating to such efforts are handled uniformly throughout the State, so that mortgage foreclosure actions are not unnecessarily dismissed, delayed or inappropriately concluded while loan modification or other loss mitigation efforts are being pursued, it is ordered as follows:

A. Definitions:

For the purposes of this administrative order, the following definitions shall apply:

- (1) "Mortgagor" shall include every owner, mortgagor, and debtor under the note and mortgage at issue.
- (2) "Mortgagee" shall include the owner and holder of the note and mortgage, any party acting on behalf of the owner and holder of the note and mortgage for the purpose of receiving payments, dealing with the mortgagor, or administering the loan evidenced by the note and mortgage, and any party seeking foreclosure of the subject mortgage, or otherwise acting as the agent of the owner and holder of the note in connection with the loan or the foreclosure of the note and mortgage, except for the mortgagee's attorney.
- (3) "Owner-Occupied dwelling" is defined as mortgaged real property that is the principal residence of any mortgagor.
- (4) "Court" shall include any judicial officer having jurisdiction over the foreclosure action, including any Circuit Court Judge, Master-In-Equity or Special Referee.
- (5) "Foreclosure intervention" shall include any policy, process or procedure employed by a Mortgagee for the purpose of seeking a resolution of a foreclosure action by loan modification or other means of loss mitigation.

B. Procedure in Foreclosure Actions:

The terms and conditions of this order shall apply to all mortgage foreclosure proceedings concerning Owner-Occupied dwellings in this State.

(1) Actions pending on May 9, 2011.

In all mortgage foreclosure actions pending on May 9, 2011, before any merits hearing in the case, or if an order of foreclosure has been entered, before any foreclosure sale, the Mortgagee shall, through its attorney of record, file with the court and serve upon every Mortgagor a notice of the Mortgagor's right to foreclosure intervention. All proceedings in the foreclosure action shall be stayed until completion of such foreclosure intervention.

No foreclosure hearing or foreclosure sale may be held in the foreclosure action until the Mortgagee's attorney certifies the following:

- (a) that the Mortgagor has been served with a notice of the Mortgagor's right to foreclosure intervention for the purpose of seeking a resolution of the foreclosure action by loan modification or other means of loss mitigation;
- (b) that the Mortgagee, or its designated agent, has received and examined all documents and records required to be submitted by the Mortgagor to evaluate eligibility for foreclosure intervention;
- (c) that the Mortgagor has been afforded a full and fair opportunity to submit any other information or data pertaining to the Mortgagor's loan or personal circumstances for consideration by the Mortgagee;
- (d) that after completion of the foreclosure intervention process, the Mortgagor does not qualify for loan modification or other means of loss mitigation, in accordance with any standards, rules or guidelines applicable to the mortgage loan, and the parties have been unable to reach any other agreement concerning the foreclosure process; and,
- (e) that notice of the denial of loan modification or other means of loss mitigation has been served on the Mortgagor by mailing such notice to all known addresses of the Mortgagor; provided, that such notice shall also state that the Mortgagor has 30 days from the date of mailing of notice of denial of relief to file and serve an answer or other response to the Mortgagee's summons and complaint.

If within thirty days after having been served with notice of the Mortgagor's rights, the Mortgagor has failed, refused, or voluntarily elected not to participate in any foreclosure intervention process, the Mortgagee, through its attorney, shall certify that fact to the Court, and the foreclosure action may proceed.

(2) Actions filed after May 9, 2011.

In all mortgage foreclosure actions filed after May 9, 2011, the Mortgagee's attorney shall serve on the Mortgagor, along with the summons and complaint, a notice of the Mortgagor's right to foreclosure intervention.

No foreclosure hearing may be held in the foreclosure action until the Mortgagee's attorney certifies that the Mortgagee has complied with the requirements of paragraphs B (1) (a) through (e) above.

If within thirty days after having been served with notice of the Mortgagor's rights, the Mortgagor has failed, refused, or voluntarily elected not to participate in any foreclosure intervention process, the Mortgagee, through its attorney, shall certify that fact to the Court, and the foreclosure action may proceed.

C. General Conditions.

Throughout the foreclosure intervention process and the foreclosure action, the Mortgagee shall communicate with and otherwise deal with the Mortgagor through the Mortgagee's attorney, and the Mortgagor shall have the right to deal with the

Mortgagee through the Mortgagee's attorney. This includes, without limitation, submission of all required information, negotiations, and consummation of any loan modification or other loss mitigation agreement. If the Mortgagor is represented by an attorney, then the Mortgagee shall communicate with and otherwise deal with the Mortgagor through the Mortgagor's attorney.

No document, statement or evidence of any kind shared, released or exchanged exclusively for purposes of foreclosure intervention pursuant to this order shall be admissible as evidence in any subsequent proceeding. The provisions of Rule 8 of the Court Annexed Alternative Dispute Resolution Rules ("ADR Rules") shall apply to all such documents, statements or evidence, as well as to all discussions, disclosures and negotiations occurring in any foreclosure intervention process.

A Mortgagee's attorney, by proceeding with a foreclosure, represents to the Court that the Mortgagee has fully complied with all provisions of this Order.

In the event that the Mortgagor and Mortgagee agree on any loan modification or other loss mitigation plan ("Agreement"), such Agreement shall be reduced to writing, executed by the Mortgagor and Mortgagee, and served on all parties in the case. Any pending case shall be stayed, and no hearing or foreclosure sale held for 90 days following the entry of any Agreement, unless the Mortgagor shall not comply with the terms of the Agreement.

Upon any failure by Mortgagor to comply with the terms of the Agreement before the expiration of 90 days from the date of the Agreement, the Mortgagee, through its attorney, shall file and serve on all parties a "Notice of Breach of Agreement". Upon filing and service of such notice, the foreclosure action may proceed in the ordinary course.

If the Mortgagor shall be in compliance with the terms of the Agreement after 90 days, the Mortgagee's attorney shall promptly file a notice of dismissal of the action without prejudice, and the case will be dismissed. Such notice of dismissal shall be served on all parties to the action.

The Court having jurisdiction over the foreclosure action shall hear and determine any dispute concerning any party's compliance with this order, including without limitation, the failure of any party to act in good faith in complying with the terms of this order. In the event the Court determines that any party to the foreclosure action, or their acting agent, has failed to comply with the terms of this order, or has not attempted to reach an agreement for foreclosure intervention in good faith, the Court may, in its discretion, impose such sanctions as it determines to be reasonable and just under the circumstances, including without limitation, the assessment of reasonable attorneys' fees and costs against the culpable party.

The Court having jurisdiction over the action shall have the authority, and may in its discretion, order the parties to submit to mediation. In such event, the mediation shall proceed in accordance with the ADR Rules.

This order remains in effect unless amended or rescinded by the Chief Justice.

IT IS SO ORDERED.

s/Jean H. Toal

Jean H. Toal

Chief Justice of South Carolina

Columbia, South Carolina  
May 2, 2011

705

June 03, 2011

From: Mell Woods

Re: Breakfield v. Woods

Dear Judge Zamore:

I am still working on getting a proposed court order together. My recollection is that you dismissed the counterclaims "for exceeding the jurisdiction of the magistrate court". If this is your recollection, then I will include the ruling in a proposed order.

Since South Carolina is an issue preservation state, a litigant must be very careful to get everything ruled on in the first court, or the point is waived. I view the counterclaims as compulsory under SCRCP 13(a), and if I fail to get a ruling, the claims are waived; 13(a), and 13(j) attached, address this issue. If all of the points can be ruled on in a court order, then that is enough, otherwise, I am going to be forced to file motions to reconsider, (a time consuming alternative).

If possible, I would appreciate a transcript of the hearing.

Thanks. Mell Woods

Copy to Mr. Brackett



*Chester County, South Carolina*

OFFICE OF MAGISTRATE, DISTRICT 4  
POST OFFICE BOX 88  
GREAT FALLS, SOUTH CAROLINA 29055

June 6, 2011

Mr. B. Michael Brackett, Esquire  
Moses, Koon & Brackett, PC  
Attorneys at Law  
1333 Main Street, Suite 650  
P.O. Box 100261  
Columbia, South Carolina 29202

Mr. Mell Woods  
1537 Hinton Road  
Great Falls, South Carolina 29055

Mell Woods  
P.O. Box 2603  
Lancaster, South Carolina 29055

RE: Robert B. Breakfield, as attorney-in-fact  
-vs- Mell Woods  
Case No. 2011CV1210400002  
Order On Motions

Dear Mr. Woods:

Ms. Fach told me you have paid the \$200.00 due on your required Bond today. In addition, she handed me the items you brought to my office. In response to your letter please be advised that you are out of time for submitting to me your responses to Mr. Brackett's proposed Order and that I will not permit you to hold up progress in my Court. Under the circumstances, I drafted my own Order and, inasmuch as I mailed it to your street address and not to your P.O. Box, I have enclosed another copy for your records but only in the envelope addressed to your P.O. Box. Regarding your request for a transcript, I advise you that a Court Reporter was present. Mine is not a Court of Record and I do not prepare transcripts. If you want one you will have to pay for it as may be required by the Court Reporter. Her name and address are as follows:

707

Mr. B. Michael Brackett, Esquire  
Mr. Mell Woods  
June 6, 2011  
Page Two

Ms. Andrea R. Taylor  
Court Reporter  
123000 Richland Street  
Columbia, South Carolina 29201

1-800-799-5668

I am sending by separate cover, a copy of this letter,  
anything I am sending to you, as well as your submissions to me  
to Mr. Brackett.

Thank you for your kind attention.

Sincerely,

Yale Zampore

me

Enclosures



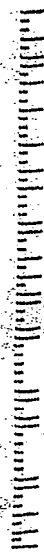
*Greenville County, South Carolina*  
OFFICE OF MAGISTRATE, DISTRICT 4  
POST OFFICE BOX 88  
GREAT FALLS, SOUTH CAROLINA 29055

Melli Woods  
P.O. Box 2603  
Lancaster, South Carolina 29055

COLUMBIA SC 292  
47 JUN 2011 PM 2 T



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STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHESTER )  
 )  
Robert H. Breakfield, )  
as attorney-in-fact, )  
 )  
Plaintiff, )  
 )  
-vs- )  
 )  
Mell Woods, )  
 )  
Defendant. )  
\_\_\_\_\_ )

IN THE MAGISTRATES COURT  
2011CV1210400002  
formerly 2011CV1210100148

*Cert. filed Copy of original*  
*June 3, 2011*  
*[Signature]*

ORDER ON MOTIONS

This matter came before me for a pre-trial hearing on May 12, 2011 during which pending Motions and other pre-trial matters were taken up. The Plaintiff appeared with his attorney, B. Michael Brackett. The Defendant appeared pro se. A Court Reporter was present, prearranged by the Plaintiff inasmuch as this is not a Court Of Record.

Following the hearing, Mr. Brackett offered to prepare an Order for the Court whereupon the Court made provision for the Defendant to review the proposed Order and respond regarding its drafting before the Order would be signed. The Defendant subsequently provided to the Court a letter dated May 19, 2011 (Thursday) in which he indicated he was attaching a copy of the first page of Mr. Brackett's proposed Order and stated that several things had been omitted from it. The Defendant asked the Court wait until Monday, which was May 23, 2011 for him to "deliver a more detailed proposed Order to the Clerk." A copy of the Defendant's letter is attached hereto and incorporated herein by reference. More than a week has passed since the

Defendant's proposed deadline for delivery of his modifications. To date nothing more has been received from him. The Court, having waited long enough for the Defendant, has determined it is in the interest of justice to proceed and to draft and issue its own Order, precluding any proposed modifications, the Defendant having failed to timely provide them.

The Defendant's Motion To Dismiss upon the grounds that a Summons and Complaint were not served upon him was denied. This Action was commenced with a Rule To Show Cause, a procedure authorized by Statute, this being an Eviction proceeding. The Defendant's Motion To Dismiss upon the grounds that he was not properly served the Rule was denied. The Affidavit of Service and Supplemental Affidavit of Service executed by the Deputy who served it demonstrates timely and effective service in keeping with the Rules. The Defendant prepared and filed an Answer and Counterclaim and an Amended Counterclaim along with his Motions thereby making a general appearance and effectively asking the Court to take personal jurisdiction. Furthermore, the Defendant appeared and actively participated in this hearing such that the Court acquired Personal Jurisdiction with respect to him. The Defendant's Motion to Dismiss upon the grounds that the South Carolina Statutes underlying this eviction/ejectment proceeding are unconstitutional was denied as was the Defendant's Motion to remove this matter to the Court of Common Pleas. The Defendant failed to demonstrate the alleged unconstitutionality of the Statutes he was

93. #2

challenging. Per Statute, this Court has concurrent Jurisdiction with the Court of Common Pleas regarding this type of proceeding.

The Plaintiff's Motion To Dismiss the Defendant's Counterclaim and Amended Counterclaim was granted. This is a special proceeding specifically authorized by Statute, which proceeding makes no provision for counterclaims of any type. As this Action is before the Court pursuant to the special proceedings provided by Statute, this Court currently lacks Jurisdiction over the subject matter of any counterclaims herein such that the Defendant's Counterclaims must be dismissed without prejudice. It is noted that this Action was not commenced with a Summons and Complaint

The Defendant requested a Jury trial in this case and this request was granted. Jury trials are specifically provided for by Statute in eviction/ejectment matters upon the request of either party. It is noted that a Magistrates Court jury consists of six rather than twelve people and the Defendant's request for a twelve person jury was therefore denied.

No rent has been paid by the Defendant and no specific amount was requested by the Plaintiff. It is in the interest of justice to require the Defendant to pay something as bond upon rent with the money to be collected by the Court while this case is pending. Inasmuch as the month of May was nearly over, the Court found it appropriate to require payment of \$100.00 for the remainder of May, and to require payment of \$200.00 per month, due by the 5th of each month until this matter is resolved in this Court. The

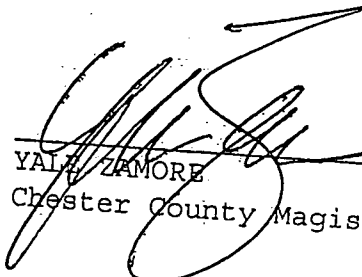
Defendant was instructed by the Court that failure to pay on time would result in an Order of Ejectment being issued by the Court without further process. The Defendant was advised that his Jury trial would in that event be conducted as scheduled, but he would in the meanwhile be put out of the premises in question. The Jury trial was scheduled to be held at 2:00 p.m. at the Rossville District Magistrate Court of Chester County at the Great Falls War Memorial Building, 401 Dearborn Street, Great Falls, South Carolina 29055. Much of the Court's reasoning was explained by the Court on the record of the case.

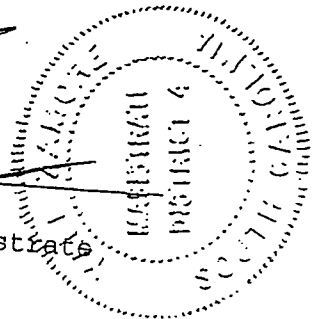
AND IT IS SO ORDERED.

Great Falls, South Carolina

June 2, 2011

9.3. #4

  
YALE ZAMORE  
Chester County Magistrate



STATE OF SOUTH CAROLINA  
COUNTY OF CHESTER

IN THE MAGISTRATE COURT  
ROSSVILLE

Robert H. Breakfield,  
as attorney-in-fact,

Case Number 2011CV1210400002

Plaintiff,

COPY

vs.

Mell Woods,

Defendant.

FILED

CLERK OF COURT  
CHESTER CO S.C.  
JUN 13 P 4:30

Notice of Appeal

Defendant hereby gives notice of appeal from an order of the magistrate court granting plaintiff relief which alters the mode of trial which defendant is entitled to under the various statutes, published rulings of South Carolina Courts, and the South Carolina Constitution, as follows:

GROUND FOR APPEAL

1. Defendant excepts to the ruling of the magistrate judge which granted plaintiff's SCRP 12(b)(6) motion; the granting of the motion affects a substantial right under South Carolina statute 14-4-330(2), by striking two of defendant's counterclaims against plaintiff, and others;

COPY

2. Defendant excepts to the order of the magistrate judge which specifically rules that there was no summons or complaint served in the action, only "a rule to show cause", which the magistrate court asserts is enough; such is not defendant's position however, since the South Carolina Supreme Court has ruled that a court, (any court), can acquire jurisdiction of a defendant ONLY AFTER a summons and complaint is filed and served, BB&T v. Taylor, 369 S.C. 548, (2006);

3. Defendant excepts to the rulings of the magistrate court which proceed with the case in the face of proof that title to the real property is in question contrary to South Carolina Statute 22-3-10(2) which statute is jurisdictional; this is especially so since the magistrate judge was furnished with a *Notice of Lis Pendens* which was prepared for filing on the day of the hearing, and has in fact been filed, and further, the complaint to clear title to the land in question is being filed in the Chester County Court of Common Pleas before June 17, 2011;

4. Defendant excepts to the rulings of the magistrate judge which have allowed the magistrate court action to proceed where the jurisdictional limit of the magistrate court has been exceeded many times over;

5. Defendant excepts to the rulings of the magistrate judge which attempt to turn the magistrate court into a land court; any issue affecting the title to land is a substantial right and defendant has a right to a jury trial in common pleas court, and hereby asserts the right to an immediate appeal, Creed v. Stokes, 285 S.C. 542;

Respectfully submitted to the Chester Court of Common Pleas, this 13 day of June, 2011.

COPY

---

Mell Woods

P.O. Box 2603  
Lancaster SC 29721

Certificate of Service

I hereby certify that I have served the plaintiff with a true copy of the within and foregoing pleading by placing a copy of the pleading in the U.S. Mail, with sufficient stamps addressed to counsel of record for plaintiff.

This 13 day of June, 2011.

COPY 716

---

Mell Woods

STATE OF SOUTH CAROLINA  
COUNTY OF CHESTER

IN THE COURT OF COMMON PLEAS  
2011-CP-12-0291

On Appeal from Magistrates Court  
2011CV1210400002  
formerly 2011CV1210100148

Robert H. Breakfield, as attorney-in-fact,

Plaintiff - Respondent,

v.

Mell Woods,

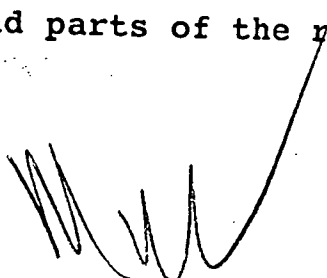
Defendant- Appellant.

Mell Woods appellant herein moves to continue this  
Appeal until another day for the following reasons to wit:

1. The Clerk of the Circuit Court refuses to allow  
appellant to review all of the record contained in the court's  
file -- please see EXHIBIT A in regard to this;

2. S.C. Statute 18-7-30 requires that an appeal be heard  
upon ALL of the record, and that the record be original; the  
record in this case contains copies and parts of the record  
is missing.

This 27 day of September, 2011.

  
Mell Woods

P.O. Box 2603  
Lancaster SC 29721

Sept. 2, 2011

Mr. Mel Woods came in at around 4:30 requested to look at files. In file 2011 CAP 200291 there is a preliminary hearing sealed envelope stamped on August 19, 2011 that Mr. Woods asked me to open. I told him that I refuse to open it because it is sealed. If I get permission to open it from the judge I will do so.

Thanks,  
Doug Robinson

FILED

2011 SEP - 21 PM 4:40

CLERK OF COURT  
CHESTER CO S.C.

STATE OF SOUTH CAROLINA  
COURT OF COMMON PLEAS  
COUNTY OF CHESTER  
2011-CP-12-0291

Robert H. Breakfield

vs.

Mell Woods

Chester, South Carolina

January 4, 2012

Before the Honorable Brooks P. Goldsmith

APPEARANCES

For the Plaintiff: Michael Brackett

For the Defendant: Pro Se

Reported by: Michael C. Watkins

Official Court Reporter

1 THE COURT: Next apparently is Woods vs. Hinson and  
2 others. Motion to establish time of plaintiff's receipt of  
3 order.

4 MR. WOODS: Can I hand up one page? This is a reply  
5 to it, Your Honor.

6 THE COURT: Okay.

7 MR. BRACKETT: I have not received a copy of that.

8 MR. WOODS: I served him Monday. You want a copy of  
9 it?

10 MR. BRACKETT: Yes, sir, I would.

11 MR. WOODS: I served you a copy by mail, I don't want  
12 you to say I didn't.

13 THE COURT: All right. Mr. Brackett, I will be glad  
14 to hear your motion.

15 MR. BRACKETT: Your Honor --

16 THE COURT: You said there are two motions; is that  
17 right?

18 MR. BRACKETT: The second motion is Mr. Woods' motion  
19 for reconsideration that he filed after having eventually  
20 signed to receive the order that had been in the post  
21 office for awhile. What happened, this Court heard a  
22 motion on November the 9th in this case, that would be my  
23 motion for summary judgment, the Court granted that motion,  
24 I served it by certified mail on the dates mentioned in the  
25 motion. When nothing happened, which is not usually the

1 case with Mr. Woods, we checked with the post office to  
2 find out whether that order had been received. We received  
3 back the report attached to the motion indicating that two  
4 notices had been placed in the box and that as of the date  
5 the motion was filed and served it had not been picked up.  
6 Now, the problem is that Rule 59 motions and notices of  
7 appeal are measured from the day of the receipt of the  
8 notice of entry of the order, it's not -- it doesn't run  
9 from the date of service, and so by allowing these sorts of  
10 mailings just simply to remain in the box and to claim that  
11 he didn't actually get written notice simply delays the  
12 resolution of the case, artificially extends the time  
13 within which post-trial motions and appeals can be filed.  
14 And quite frankly for purposes of this case he has already  
15 filed a motion of reconsideration now and in that sense the  
16 motion is moot. But pursuant to Rule 7 I'm moving to amend  
17 the motion to ask that henceforth anything required to be  
18 served on Mr. Woods be deemed served on him and received by  
19 him on the date that it is placed in his box by the  
20 Postmaster. This is not the first time this has happened.  
21 There was another order issued by this Court in another  
22 case that apparently didn't get delivered to Mr. Woods for  
23 quite some period of time, I didn't question him at the  
24 time, this now -- it seems to be repetitive.

25 THE COURT: So make sure I understand what you're

1 asking for now, that is for the Court to issue a rule  
2 concerning Mr. Woods' service of the papers on him?

3 MR. WOODS: Yes, sir.

4 THE COURT: All right. I've never done that before.  
5 Mr. Woods?

6 MR. WOODS: Can I respond to this, Judge?

7 THE COURT: I want you to.

8 MR. BRACKETT: Mr. Brackett, he wants to rewrite the  
9 whole South Carolina Rules of Civil Procedure and  
10 everything else just to suit him. He wants to change Rule  
11 1 around, just throw it out and say, "Mr. Brackett is  
12 always right." He'll tell you, he will tell him -- here is  
13 where he tried to tell the Supreme Court the other day what  
14 to do about one of these cases and they reversed it. Did  
15 you know about this?

16 THE COURT: Yes.

17 MR. WOODS: He's not -- he comes up with all of this  
18 crazy stuff. I'm not required to take certified mail, but  
19 as soon as I found out about it I went down there and  
20 signed for it. In his scenario he wants me to put a cot  
21 down there at the post office and every time the box  
22 rattles I'm supposed to jump and see if Mr. Brackett put  
23 something in there for me, that's what he wants. It's  
24 another one of these hairbrained schemes he's come up with  
25 to take up the Court's time and to spend the Hinson's money

1 with, that's what it's for. I have responded to everything  
2 he has ever sent me and I generally get regular mail, if he  
3 would have put regular mail in there I would have seen it  
4 just like it says in that affidavit right there. I mean,  
5 we've got a case -- can I read the case into the record?  
6 Culbertson versus Clemons, 322 South Carolina 20, this is  
7 an appeals court ruling, rules of the supreme court says  
8 rule 203B1SCACR in appeals for the court of common pleas a  
9 notice of appeal must be served on respondents within 30  
10 days after receipt of the written notice of the entry of  
11 the order or judgment being appealed from. Now, there's  
12 more than one way to get somebody a notice, you go hand it  
13 to them, you know, that's just his little method of doing  
14 it. And he wants to trash me by saying I pull stunts, I  
15 don't pull stunts, I go by the rules, I've got my own rule  
16 book and I've read it 10 or 15 times. He's the one that  
17 needs to read the rule book, not me.

18 THE COURT: I've heard enough on this matter. Mr.  
19 Brackett, I'm going to deny your motion. I can't make  
20 special rules --

21 MR. WOODS: I understand, Judge, that's what he wants,  
22 though. And that other thing, it has not been filed long  
23 enough, it's not on the list today but I talked to the  
24 clerk last week and it's only been filed a week.

25 THE COURT: What other thing?

1 MR. WOODS: There's something else that he wants  
2 heard, another motion, I think, it's not ripe to be heard  
3 yet.

4 MR. BRACKETT: Mr. Woods filed a motion for  
5 reconsideration of this Court's summary judgment order that  
6 he took out of his post office box on December 8th. He  
7 filed his motion, set out his grounds, I have asked that it  
8 be heard today. It's his motion, he should be ready to  
9 argue his motion.

10 MR. WOODS: It's not supposed to be on the docket  
11 today, Judge, it was not on the docket.

12 THE COURT: It's not on the docket, he's asking that  
13 we hear it anyway.

14 MR. WOODS: Well, I object to it.

15 THE COURT: Okay. I'm not going to hear it.

16 MR. BRACKETT: Or in the alternative, Your Honor, I  
17 would ask that the Court consider -- not consider the oral  
18 argument and consider it on briefs because this estate,  
19 Your Honor, remains open. The Hinson estate cannot be  
20 closed so long as Mr. Woods keeps all of these lawsuits  
21 going. All he does is he extracts every possible day and  
22 every possible week he can to keep these proceedings alive,  
23 I'm trying to push them along and get them resolved. And  
24 this is his motion for reconsideration, I would expect that  
25 if he filed it and knew what his arguments were when he

1 filed it he should be prepared to argue it or else I'm  
2 happy to submit it on briefs.

3 THE COURT: That's actually what I'm going to do, I do  
4 it in most all of the cases, I'm going to make a decision  
5 on the motion to reconsider in this case based on briefs.  
6 Ten days for each side to submit any briefs?

7 MR. BRACKETT: I would ask Your Honor that he file his  
8 brief within ten days and I be given three days thereafter  
9 to respond.

10 MR. WOODS: That's fine with me, Judge. I just didn't  
11 bring my papers with me today because I didn't figure it  
12 was going to be on there.

13 THE COURT: Let's see, briefs on the motion to  
14 reconsider, plaintiff has ten days and the defendant three  
15 after receipt of plaintiff's brief to respond.

16 MR. BRACKETT: Yes, sir.

17 THE COURT: Anything else?

18 MR. WOODS: Your Honor, I had asked earlier about the  
19 possibility of hearing Mr. Woods' appeal from magistrates  
20 court at the end of the morning session, Mr. Woods was not  
21 here in court at that time, you were going to inquire about  
22 it.

23 THE COURT: There is a hearing on this afternoons  
24 docket for --

25 MR. WOODS: Your Honor, can I -- there is other people

1 here that needs their business attended to.

2 THE COURT: You're right, I wasn't going to hear that  
3 ahead of them. But I guess the next question is do y'all  
4 want to hear that magistrates court when we will finish the  
5 other matters this morning?

6 MR. WOODS: Well, I would rather wait until this  
7 afternoon, that's when I was expecting it to be on there,  
8 that's what it said on the docket sheet.

9 MR. BRACKETT: Well, the notice of hearing I sent him  
10 said it was subject to being moved up to the morning  
11 session.

12 MR. WOODS: The docket sheet in Columbia at court  
13 administration it says 2:00 p.m.

14 MR. BRACKETT: Yes, sir. But again, can we not  
15 hear --

16 MR. WOODS: Here again we're making rules.

17 MR. BRACKETT: He was given the notice of that on the  
18 notice of hearing.

19 THE COURT: Well, if I read this correctly, I'm  
20 looking at the afternoon docket, there are several cases to  
21 be heard but this case is the first case. I will hear it  
22 at 2:00 as scheduled.

23 MR. BRACKETT: One final matter, Your Honor, while  
24 we're here on the record, I am hereby serving Mr. Woods  
25 today, handing him the written order in case number

1 2011-CP-12-323, that is a summary judgment order in that  
2 case dated December 29, 2011 filed December 30, 2011, he  
3 has written notice of that order today.

4 THE COURT: All right. Thank you so much.

5 (End of the hearing.)

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(Afternoon Hearing)

1  
2 THE COURT: All right. Breakfield vs. Woods, appeal  
3 from the magistrate court?

4 MR. WOODS: Yes, sir.

5 THE COURT: This is your appeal.

6 MR. WOODS: I guess I go first since I'm the one that  
7 brought it, right?

8 THE COURT: Your appeal.

9 MR. WOODS: What the case is doing here is primarily I  
10 filed some counterclaims in magistrate court that exceeded  
11 the jurisdiction of that court and the law says it's  
12 supposed to be transferred to the circuit court at that  
13 time. And he made it -- it was raised in the pleading and  
14 he ruled on it and said that he was not -- that the  
15 magistrate judge said that he was not going to get involved  
16 in that, he was just going to dismiss the counterclaims. I  
17 had to say something about it because I feel like they are  
18 compulsive counterclaims and they needed to be brought at  
19 that time or transferred to the circuit court which he said  
20 he was not going to do. And then he wrote out a order I  
21 think it's in the record -- one thing I want to say before  
22 I go on, it is not an original order sent up from the --  
23 there is not an original record from the magistrate court  
24 on this, they sent an original transcript but the rest of  
25 it is photocopies and the rule on it says you're supposed

1 to have the original record so we don't know if we got all  
2 of the record or not. Because my experience has been that  
3 the lady out there -- the secretary made me a copy one day,  
4 it was supposed to be the entire record, there was about  
5 three pages of it left out and I had to look and find -- in  
6 other words, whenever they put things in a copy machine it  
7 doesn't always come out. I know it's not going to do any  
8 good to object to it but I object to going on without the  
9 original record being here.

10 THE COURT: I got that. You're saying -- now, the  
11 magistrate filed a return but you're talking about a  
12 transcript?

13 MR. WOODS: No, the transcript is original. But I'm  
14 talking about the pleadings and everything else from out  
15 there is not -- it's just copies from what I saw. What  
16 does it look like to you up there? I can't see it from out  
17 here.

18 THE COURT: Here is what I have got, I've got a copy  
19 of the notice of appeal filed by Mell Woods and I've got a  
20 copy of -- I've got an order signed by the magistrate.  
21 What do I not have?

22 MR. WOODS: What my objection is is the statute says  
23 that they're supposed to take and bring -- or send over  
24 here to the circuit court the entire record, and then when  
25 the circuit court gets finished with it it goes back to

1 magistrates court. What you have here in front of you is  
2 copies, we don't know if it's original or not, we don't  
3 know if pages are left out. I would like to have the  
4 original record before the Court before we proceed.

5 THE COURT: Okay. Yes, sir?

6 MR. WOODS: Can you rule on it one way or the other?

7 THE COURT: Well, I'm going to hear all of your  
8 arguments first.

9 MR. WOODS: Okay. In the pleadings I raised the  
10 defense of questionable title, there's a South Carolina  
11 statute about it, it applies to magistrates court, it is  
12 section 22-3-1150, and 22-3-1160 about the questionable  
13 title. I'm aware that the Court has ruled against me on  
14 the land clearing action, Mr. Brackett gave me the paper  
15 this morning. But there's still a question about the title  
16 because the case is not over yet and it certainly was not  
17 back in the spring when it was heard in the magistrates  
18 court.

19 THE COURT: You're saying the magistrate didn't have  
20 jurisdiction because you raised the issue of title?

21 MR. WOODS: I did but he doesn't go along with that.  
22 He says he talked to somebody at court administration who  
23 was not an attorney but who advised him as to what to do.  
24 And -- it's Judge Zamore, I know he's a licensed attorney  
25 but yet he consults non-attorneys about what to do, I don't

1 know. He said that as long as they allege that I was a  
2 tenant that's all he was going to do is just that one  
3 issue. But my position is as soon as I filed counterclaims  
4 that exceeded the jurisdiction which is \$7,500, I think it  
5 should have been transferred over here at that point. If  
6 it's ever is done that way we can settle everything at one  
7 place, it's in too many places at one time.

8 THE COURT: Say that part again.

9 MR. WOODS: I said I feel like pieces of the  
10 litigation are in too many courts, if we would go by the  
11 rules it would all end up here. It doesn't mean I would  
12 win, lose or what but we would be in one place.

13 THE COURT: All right.

14 MR. WOODS: But I feel like he's committed error by  
15 dismissing the counterclaims instead of transferring them.

16 THE COURT: I've got that, you've already told me that  
17 was one of your arguments.

18 MR. WOODS: Yes, sir. Those statutes are pretty  
19 clear, it says if there's a question of title -- it doesn't  
20 say anything about it's got to be proven one way or the  
21 other, and it's a cost bond, if you deposit a cost bond  
22 with the magistrate he doesn't have anymore jurisdiction at  
23 that point. And I gave them -- it doesn't sound like a  
24 whole lot but it's written in the statute, the most the  
25 cash bond would be is \$100, so I gave them a money order

1 for \$100 and just said, "Here it is, make your bond with  
2 this." But he used it for something else and it didn't get  
3 applied like I asked him to do it.

4 THE COURT: All right.

5 MR. WOODS: That's another error. But my major point  
6 is he should not have proceeded on. He wanted to have a  
7 jury trial and this and that and the other and the case is  
8 sort of in between, and it's supposed to be final before  
9 we're here but he has never adjudicated the case. I think  
10 you've got a copy of his order there, it says -- it's dated  
11 June 22nd from Judge Zamore. Did you see it up there?

12 THE COURT: I do.

13 MR. WOODS: But that more or less explains his  
14 position on it if you have time to pan it.

15 THE COURT: Anything else?

16 MR. WOODS: Well, the case was filed before, it has  
17 been filed a year before in the magistrate court here in  
18 Chester and Judge Moore didn't have any trouble dismissing  
19 the case because she said there was no clear title in this  
20 thing and she says until it was decided she didn't want  
21 anything to do with it. So I don't know if it should be  
22 sent back to the magistrate court or -- I think it should  
23 be sent back with instructions as to what he needs to do, I  
24 guess.

25 THE COURT: Well, but that's a good question. What is

1 it that you are asking the Court to do?

2 MR. WOODS: Well, I want it transferred to circuit  
3 court, that's what I asked for out there.

4 THE COURT: Because of jurisdictional issues.

5 MR. WOODS: Yes, sir. I think that's what he should  
6 have done to start with and he just said he was not going  
7 to do it like that. I reckon he wants the circuit court to  
8 decide what I get out of it.

9 THE COURT: Okay.

10 MR. WOODS: But if I can respond to whatever  
11 Mr. Brackett has to say, which will be a lot, that's about  
12 all I'm going to say right now.

13 THE COURT: All right. Let's hear what Mr. Brackett  
14 has to say. I suspect he's going to disagree with some of  
15 what you've been telling me.

16 MR. WOODS: I'm sure he will, Judge.

17 MR. BRACKETT: Your Honor, I have passed up to the  
18 Court and given a copy to Mr. Woods my memorandum of law  
19 from the November term of court, I previously provided this  
20 to the Court back on November 9th, and it has the status of  
21 all of the various pieces of litigation including this  
22 appeal which starts -- the material starts on page eight of  
23 that memorandum. This was a summary eviction or ejection  
24 action filed in the magistrates court and a preliminary  
25 proceeding where the magistrate undertook to resolve

1 pretrial matters including some of the motions to dismiss  
2 in Mr. Woods' answer. As a result of that proceeding the  
3 Court issued the order that you've referenced dated  
4 June 2nd, and Mr. Woods took an appeal from that order up  
5 to this court. In other words the eviction trial has not  
6 taken place, there have been no proceedings down there  
7 other than the pretrial motion or status conference from  
8 which that order was the result. Now, my clients, claiming  
9 to be the owners of the land as the remainder unto Reba  
10 Hinson, filed the eviction proceedings to have Mr. Woods be  
11 required to vacate this particular lot on which he resides.  
12 It was a verified complaint, very standard in form for  
13 eviction proceedings. Mr. Woods filed and served the  
14 answer, and within the answer it appears to be a couple of  
15 motions related to procedural matters, and there was a  
16 counterclaim alleged in the original answer alleging a sham  
17 legal proceeding. I then filed a 12B6 motion to dismiss  
18 that counterclaim because there is no such cause of action.  
19 The relief, if any or such, would be the frivolous  
20 proceeding sanctions act where he would be entitled to ask  
21 for some relief if he could prevail at trial, at the  
22 conclusion at trial. As a result of my rule 12B6 motion  
23 Mr. Woods went ahead and filed an amended -- what he  
24 nominated an amendment of counterclaim, and in there he  
25 explained that the sham legal proceeding was really abuse

1 of process is what he intended and so he changed the name  
2 if you will of that counterclaim. And then he went on to  
3 plead a new counterclaim in the amendment for civil  
4 conspiracy claiming that Danny Hinson, Mr. Breakfield and  
5 me conspired in the filing of the eviction, that's the  
6 situation that existed at the time of the pretrial hearing.  
7 All of this is set out on page eight --

8 THE COURT: I'm following you.

9 MR. BRACKETT: -- that is sort of the procedural  
10 backdrop. The judge heard all of the arguments that day  
11 and he issued the order, and as I read Mr. Woods' appeal to  
12 this Court he has set out five separate grounds, admittedly  
13 they aren't clearly stated but as best I can determine from  
14 those. He first complains about the fact that his  
15 counterclaims from the amended claim, abuse of process and  
16 conspiracy, he complains because the magistrate dismissed  
17 those saying they were not permitted in an eviction case.  
18 In a summary eviction proceeding there is no statutory  
19 authority for filing affirmative defenses or counterclaims,  
20 those are pursued if at all in separate proceedings. And  
21 if you look on page nine of my memo I've set out the law on  
22 summary proceedings and why counterclaims and affirmative  
23 defenses are not allowed. The only defense allowed in an  
24 eviction case for nonpayment of rent is payment of rent,  
25 that you actually paid the rent, that is the only defense

1 permitted under South Carolina law as best I can tell, so  
2 those counterclaims were dismissed. I have set out there  
3 also on page nine an additional ground that appears in the  
4 record but was not specifically mentioned in Judge Zamore's  
5 order, and that is civil conspiracy should have been  
6 dismissed anyway because neither Mr. Breakfield nor I were  
7 parties to the case, he can't counterclaim against us  
8 because we aren't named parties and the allegations were  
9 far insufficient to plead a civil conspiracy. It was a  
10 very abbreviated, conclusory allegation and so for those  
11 reasons the civil conspiracy could have been dismissed  
12 separately. Appeal number two -- and I would also call to  
13 the Court's attention the fact that these counterclaims are  
14 for money damages, he doesn't claim title, he doesn't claim  
15 superior title, he is suing for use of process damages and  
16 civil conspiracy damages which makes it even more  
17 inappropriate for an eviction case. Ground number two,  
18 although he hasn't mentioned that today in his oral  
19 argument, ground number two had to do with the fact that  
20 the eviction proceedings were served without a summons, he  
21 claims you can't commence an eviction case without also  
22 serving a summons. The magistrates disagreed. I have put  
23 in the bottom of page ten the law in this particular issue,  
24 SC code annotated 27-37-20 sets out the procedure for  
25 eviction cases. Nowhere does it say you've got to file a

1 summons. Also the summary court judge's bench book  
2 published by I guess court administration in Columbia  
3 telling magistrates how these things are supposed to work,  
4 the bench book doesn't require summons either. So there is  
5 no requirement in the law for a special statutory summary  
6 eviction proceeding, that is a special statutory proceeding  
7 in that it can be commenced without a summons. Grounds of  
8 appeal three and four are somewhat jumbled as I read them,  
9 but they appear to be -- to claim that the magistrate  
10 committed error by not either staying or dismissing the  
11 eviction complaint because of Mr. Woods' allegations of  
12 superior title and possession, what he termed today  
13 questionable title. That matter was primarily addressed on  
14 page 11 of my memorandum, 11 and 12 actually. And what the  
15 law says is that the only title the magistrate is  
16 interested in initially is whether or not there is a  
17 landlord/tenant relationship between these parties. If the  
18 magistrate finds there's a landlord tenant relationship  
19 then he moves onto the eviction case. If he finds there's  
20 not a landlord/tenant relationship then he dismisses the  
21 case, and that's the standard laid out in the cases so we  
22 really haven't gotten to that point yet. But Mr. Woods  
23 comes in and claims he has superior title, and I will call  
24 the Court's attention to page 11, the third paragraph, A  
25 tenant cannot oust the magistrate in jurisdictional cases

1 by simply asserting a superior title in himself, citing the  
2 Metropolitan Life Insurance Company case, a 1940 case of  
3 our supreme court. Otherwise we never would have an  
4 eviction case go forward because tenants would always  
5 allege superior title and that would automatically shut  
6 down the eviction case, and the supreme court has said you  
7 can't do that, that's not what the eviction case is for.  
8 So the fact that he claims possession of superior title  
9 does not serve as a road block, if you will, proceeding on  
10 with the eviction case. His ground number four has to do  
11 with the jurisdictional limit and the fact that he has sued  
12 for damages that would exceed \$7,500. Page 11 of the  
13 memorandum, paragraph three, cites the statutory language  
14 from section 22-3-10 subsection 12, magistrates court has  
15 jurisdiction over a counterclaim that involves a sum not to  
16 exceed \$7,500 except that this limitation does not apply in  
17 counterclaims for matters between landlord and tenant. So  
18 if it is a landlord and tenant dispute, whether it's an  
19 eviction or not, if it's a landlord/tenant dispute and  
20 there is a counterclaim that exceeds \$7,500 it stays in  
21 magistrates court. That is not beyond the jurisdictional  
22 limit pursuant to the statute. And then finally, his last  
23 ground for appeal, he asks for a jury trial which I think  
24 he is entitled to, but his beef is that the magistrate was  
25 only going to give him a six member jury, Mr. Woods seems

1 to think he's entitled to a 12 member jury. And I have  
2 cited on page 13 of the memorandum the statute about six  
3 member juries in magistrates Court. So he's entitled to a  
4 jury then the magistrate got it right, he gets a six member  
5 jury trial. I submit, Your Honor, that the magistrate got  
6 all of these correct and the appeal should be dismissed and  
7 the matter remanded to the magistrate for further action.

8 THE COURT: Let me ask you something, before I hear a  
9 reply from Mr. Woods, one thing that he says is that this  
10 Court doesn't have jurisdiction because we don't have the  
11 record from the magistrates court.

12 MR. WOODS: I didn't say you don't have jurisdiction,  
13 it's just that there's a statute that says that the  
14 original record must be present before the case is heard.

15 MR. BRACKETT: I don't know if the original is  
16 required or not. It was my understanding that the  
17 magistrate sent a certification with that letter. I have  
18 not checked that myself but I thought he had -- somewhere I  
19 had heard --

20 MR. WOODS: We've been over this before, Judge, it's  
21 been on the statute books since at least 1954 and before  
22 that time when they didn't have copy machines.

23 MR. BRACKETT: Well, if Mr. Woods can cite to anything  
24 that is missing, any way he is prejudiced by having a copy  
25 rather than an original he might have an argument. If his

1 beef is you got a xerox copy instead of an original, no big  
2 deal with it, nothing is missing, everything is there  
3 there's no prejudice, no reason to belabor this any  
4 further.

5 MR. WOODS: It is prejudice because I was held out of  
6 seeing the file -- the parts of it, I did not see all of it  
7 for several months because the magistrate judge called over  
8 here and told this man in the red sweater here -- he told  
9 this clerk not to let me see that part of the record so I'm  
10 prejudiced at that point.

11 THE COURT: How long have you had access to the  
12 record?

13 MR. WOODS: A month or two months, whatever, you  
14 opened it the last time.

15 THE COURT: So two months.

16 MR. WOODS: But for a long time I couldn't see it so I  
17 just got tired of asking. I could prove I'm prejudiced  
18 better than just talk about it.

19 THE COURT: Well, Mr. Brackett has raised the issue  
20 that you haven't shown yet how you're prejudiced by not  
21 having the original of the clerk's file.

22 MR. WOODS: The point is I would have to have the  
23 original sitting on one side of the table and I could see  
24 if there is anything missing out of it or changed when it  
25 went through the copy machine. But I'm telling you from my

1 own personal experience, I went out there and they gave me  
2 the record one day and there was three or four pages  
3 missing out of it and I finally found them in my file and I  
4 went over there and asked them, "Do y'all have these or did  
5 it get missing over there in Chester?" Because they filed  
6 it over here first. So it's been in two or three courts  
7 and nobody really knows what the record is.

8 THE COURT: Well, let me ask you this: Do you not  
9 have copies of everything from the magistrates file  
10 yourself?

11 MR. WOODS: I have what I filed and what Mr.  
12 Breakfield has sent -- not Mr. Breakfield but what  
13 Mr. Brackett has sent me.

14 THE COURT: And you've got the court orders from the  
15 magistrate.

16 MR. WOODS: But there's a statute that says that  
17 you're entitled to have the original record for review in  
18 the circuit court before the case is heard, and it's an old  
19 statute. And my experience with the copies has not been so  
20 good, the record is not numbered, it's not -- you don't  
21 really know.

22 THE COURT: All right. Anything else in reply then to  
23 what Mr. Brackett has been saying about your appeal?

24 MR. WOODS: Well, a couple of things. He wants to  
25 talk about the magistrate bench book, that's something --

1 it's a training manual they write up there, it's not really  
2 the law citing that. And he cited that older statute, I  
3 didn't get the number of it. But I mean, the South  
4 Carolina Rules of Civil Procedure superceded those older  
5 statutes and everybody nowadays is entitled to a 30 day  
6 notice of anything and a summons. But he's claiming that  
7 this annotated law is still the law in South Carolina and  
8 it's not, under the Rules of Civil Procedure they have to  
9 go by it. I'm not trying to reform everything but it may  
10 be time to get the bench book rewritten. The Rules of  
11 Civil Procedures controls all cases even in the magistrates  
12 court. And all the stuff we're talking about are all jury  
13 issues, if we can ever get in here in front of a jury we  
14 can get things straightened out but it's never going to get  
15 over the way we're going. And the root cause of this  
16 problem is they've probated the wrong will instead of  
17 Ms. Hinson's will and they swore to a lie to get into  
18 court, that's what the main root of all of this problem is.  
19 If you ever get this --

20 THE COURT: You're talking about the probate court.

21 MR. WOODS: I'm talking about probate court.

22 MR. BRACKETT: Your Honor, that's been heard and  
23 decided by you previously in a summary judgment order when  
24 you affirmed to Judge Gettys' probate court order.

25 MR. WOODS: It is. The case ain't over yet, none of

1 these cases are over with. You can say that all you want,  
2 it's not over yet. I'm just saying if you want to talk  
3 about judicial economy, if we can get everything over here  
4 at one time and get one ruling by one jury, because it's  
5 sure to be jury issues -- and I'm not going to come up here  
6 and try the case, I will get a competent trial attorney if  
7 you will get me a jury. It already has been -- I would  
8 have to get a Brinks truck every time I would have to come  
9 up here and respond to some of these motions like we had  
10 here this morning, that's all I am asking for.

11 MR. BRACKETT: Your Honor, I would point out Rule 81  
12 of the Rules of Civil Procedure says --

13 MR. WOODS: Which one?

14 MR. BRACKETT: 81. Provides that the rules of civil  
15 procedures will apply in other courts within the state and  
16 the procedures shall conform in those rules insofar as  
17 practicable. In any case where no provision is made by  
18 statute for these rules the procedure shall be according to  
19 the practice as has therefore existed. So eviction  
20 procedural statutes fall outside of the scope of these  
21 rules of civil procedure. With respect to the bench book  
22 that is in essence, Your Honor, that is a manual that is  
23 compiled under the supervision of the Chief Justice, court  
24 administration is an arm of the Chief Justice and that's  
25 the Chief Justice telling magistrates how to do their work,

1 it is on the website today if a magistrate wanted to check  
2 it. That's just like the Chief Justice having put it on  
3 there and saying this is how you do it and I would defer to  
4 Chief Justice's interpretation of the rules.

5 MR. WOODS: Your Honor, can I respond?

6 THE COURT: Go ahead.

7 MR. WOODS: I've got a case I want to cite along those  
8 lines. The South Carolina Supreme Court has ruled that any  
9 court can acquire jurisdiction of a defendant only after a  
10 summons and complaint was filed, BB&T vs. Taylor, 369 South  
11 Carolina 548, this is 2006. That's what the rule says,  
12 that you can't bring somebody into court unless you give  
13 them a summons and complaint and give them 30 days to  
14 answer.

15 MR. BRACKETT: Your Honor, one final order. This  
16 Court by its order in a related case, 2011-393, which was  
17 the title case filed by Mr. Woods but it also had the  
18 character of the York Construction case, this Court issued  
19 an order on December 29th granting summary judgment to my  
20 clients and judgment against Mr. Woods on the question of  
21 whether Reba Hinson had a life estate or whether she had a  
22 superior title. That order -- I understand Mr. Woods is  
23 likely to appeal it, but that order in and of itself takes  
24 care of the claims of questionable entitlement or under  
25 superior title and this eviction case and I would ask the

1 Court to take judicial notice today of that order and its  
2 holdings and what affect that would have on the eviction  
3 case.

4 MR. WOODS: One more thing, I think this is the  
5 statute he was citing earlier but I'm not sure, 27-37-20.  
6 The way it speaks -- it's an old statute -- it purports to  
7 sanction summary eviction, but in the pleadings and the  
8 answer I filed I'm saying it's not legal under federal  
9 constitutional grounds. I would like to get a ruling from  
10 the Court on that if it is or not. Because if it's being  
11 served with a summons -- and here he goes again, I'm not  
12 being served with a summons and given 30 days, it's just on  
13 the count they use a term label tenant which is about the  
14 lowest class person you can be in South Carolina with no  
15 rights and I get throwed off the place, that's what  
16 Brackett wants to do.

17 THE COURT: Hang on a minute. Mr. Brackett was  
18 getting ready to say something about your appeal, notice of  
19 appeal, I think he is going to say he does not mention  
20 anything about those constitutional grounds. But let me  
21 hear you on those anyway.

22 MR. WOODS: Well, I raised it in magistrates court and  
23 he ruled on it. And I'm sorry --

24 THE COURT: That's fine, I understand. But listen to  
25 me --

1 MR. WOODS: And the rule did say --

2 THE COURT: Listen to me. What I want you to do is  
3 tell me this: What federal constitutional rights do you  
4 claim are violated by you not getting a summons and  
5 complaint?

6 MR. WOODS: Because that's what the South Carolina  
7 Rules of Procedure require me.

8 THE COURT: I understand that argument.

9 MR. WOODS: The statute is old and it's not up to  
10 standard, it doesn't give you enough time to respond and  
11 it's just -- it's under the 14th Amendment.

12 THE COURT: What rights does the 14th Amendment give  
13 you?

14 MR. WOODS: Rights like everybody else.

15 THE COURT: Doesn't that statute apply to everybody?

16 MR. WOODS: Well, I guess the eviction statute applies  
17 to everybody if you want to use it on them, it doesn't  
18 comply with the Rules of Civil Procedure is my point. But  
19 could I get the Court to rule one way or another? I'll  
20 admit you don't have to rule right now.

21 THE COURT: I can rule right now. No. I don't think  
22 that the South Carolina Eviction Statute, it's failure for  
23 a summons and complaint 30 day notice is any violation of  
24 any federal constitutional rights that you have. I think  
25 the statute is constitutional while under the South

1 Carolina statute constitutional also. I agree with you  
2 that the statute does -- or the magistrates court rules do  
3 require the record to be here but I think we have copies of  
4 everything and I've asked you if you believe you suffered  
5 any prejudice by not having that and I cannot find any  
6 substantial prejudice that you asserted that would cause  
7 you to lose any rights in this court. I find that the  
8 order of the magistrate, though, relating to the striking  
9 of your counterclaims was appropriate and that the lower  
10 court does have jurisdiction and continues to have  
11 jurisdiction, that you are entitled to a jury trial but you  
12 apparently -- that was affirmed in the magistrates order as  
13 well as confirmed by Mr. Brackett as well, but under the  
14 rules you're not entitled to a 12 person jury. I think I  
15 have addressed the issues raised in your appeal and I'm  
16 going to dismiss the appeal and remand it to the  
17 magistrates court for further proceedings which I guess  
18 means he's going to set up a jury trial, that's what I  
19 think it means. Mr. Breakfield (sic) will you prepare a  
20 short order consistent with these rulings?

21 MR. BRACKETT: Your Honor, one related matter that we  
22 talked about in the morning session, case number 2010-595,  
23 that is the case in which Mr. Woods' motion for  
24 reconsideration was addressed and you gave him ten days to  
25 submit a brief and you gave me three days thereafter. Over

1 the lunch break I was checking with my office just to see  
2 what was going on in my absence and I learned that I  
3 received in today's mail a notice of appeal from Mr. Woods  
4 in case number 595, I would like to pass it up, please,  
5 sir. This arrived today. According to Rule 205 in the  
6 appellate court rules the service of a notice of appeal  
7 automatically transfers jurisdiction of the matter to the  
8 court of appeals. It seems to me that renders his motion  
9 for reconsideration moot, this Court has no jurisdiction  
10 over that order anymore and so I think there was no need to  
11 be submitting anything to the Court. You can't reconsider  
12 an order that's now before the court of appeals.

13 THE COURT: What do you say, Mr. Woods?

14 MR. WOODS: I had already filed the -- there's several  
15 cases where this happens, he had a motion to try to get you  
16 to set the date of the receipt of the order, just to  
17 protect myself I filed that but that's -- since there's  
18 still a motion pending in the trial court it has to be  
19 heard first, the motions to reconsider, is my position.

20 THE COURT: I understand it. I'll be glad for you to  
21 submit a brief on that issue if you want to, on that  
22 separate issue. It's my understanding that once the appeal  
23 is filed, motions of appeal --

24 MR. WOODS: I served the thing, I've not filed it.

25 THE COURT: Don't interrupt me. I said once the

1 appeal is filed I think the Court loses jurisdiction, but I  
2 will be glad -- if you want to submit a brief to me on that  
3 issue I will be glad to review it.

4 MR. WOODS: I can, Judge.

5 MR. BRACKETT: Actually, Your Honor, according to the  
6 rule once the notice is served, filing is a separate  
7 matter. The rule says if you serve it the jurisdiction  
8 transfers. I think it gives you -- the rules give you  
9 something like five days to file it after it has been  
10 served, so anyway, that's --

11 THE COURT: Okay. Were you going to say something,  
12 Mr. Woods?

13 MR. WOODS: Can you make a ruling that you're either  
14 going to hear the motion to reconsider or not while we're  
15 on the record?

16 THE COURT: While we're on the record I'm not going to  
17 hear it but if you disagree and think I should hear it  
18 submit me a brief on that issue and I will consider your  
19 brief.

20 MR. WOODS: Okay. There's plenty of case law in there  
21 that says as long as the motion is pending then --

22 THE COURT: Then you don't have to file the appeal.

23 MR. WOODS: That thing, I'm going to withdraw is what  
24 I'm going to do.

25 THE COURT: Say that again.

1 MR. WOODS: The rules say as long as a post-trial  
2 motion is pending then everything is tolled until that is  
3 decided.

4 THE COURT: I think it says the time for filing an  
5 appeal is filed; isn't that right?

6 MR. WOODS: I'll get up a brief.

7 THE COURT: Submit me a brief and if I change my  
8 mind -- I will let you know if I change my mind.

9 (End of the hearing.)

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1 I, the undersigned, Michael C. Watkins, Official Court  
2 Reporter for the Sixth Judicial Circuit of the State of South  
3 Carolina, do hereby certify that the foregoing is a true,  
4 accurate and complete transcript of record of the proceedings  
5 had and evidence introduced in the trial of the captioned  
6 case, relative to appeal, in the Court of Common Pleas for  
7 Chester County, South Carolina, on the 4th day of January,  
8 2012.

9 I do further certify that I am neither of kin, counsel,  
10 nor interest to any party hereto.

11

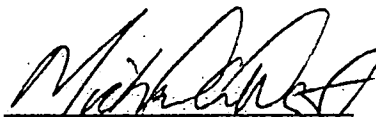
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September 26, 2012

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Michael C. Watkins  
Court Reporter

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STATE OF SOUTH CAROLINA  
COUNTY OF CHESTER

IN THE COURT OF COMMON PLEAS  
2011-CP-12-0291

On Appeal from Magistrates Court  
2011CV1210400002  
formerly 2011CV1210100148

Robert H. Breakfield, as attorney-in-fact,  
Plaintiff - Respondent,

v.

Mell Woods,

Defendant- Appellant.

Order Affirming Magistrate Court

FILED  
2012 JAN 18 A 10:56  
CLERK OF COURT  
CHESTER CO S.C.

This is an appeal from the Chester County Magistrate's Court in an eviction action. Arguments were heard on January 4, 2012. In attendance were the Appellant, appearing *pro se*, and the Respondents' attorney, Mike Brackett.

From the Magistrates Court's Return and the submissions and arguments of the parties, it is made to appear to this Court that Attorney Robert Breakfield, as attorney-in-fact for the 11 remaindermen, as the Plaintiff in the Magistrate's Court (the Respondent on appeal), filed an eviction proceeding pursuant to S. C. Code Ann. §27-37-10 *et seq.* The premises at issue is the single lot, known as 1537 Hinton Road, on which Appellant's residence is located. Respondent's principals claim ownership of the lot of land from the Estate of Levie Hoyt Hinson. The residence on the premises is owned by the Appellant.

Respondent filed and served a verified Complaint for Possession of Real Property/Application for Ejectment. The Magistrate's Court issued its Rule to Vacate or Show Cause which was also served on the Appellant.



Appellant filed and served an Answer, dated March 24, 2011, that included a First Defense (more accurately appearing to be a motion to dismiss for lack of personal jurisdiction because Appellant was served at a time and place that he claims gave him immunity from service of process); a Second Defense (more accurately appearing to be a motion to dismiss because of lack of jurisdiction on the ground that the proceeding was not commenced by the filing and service of a Summons); a Third Defense (a general denial); a Counterclaim alleging a "sham legal proceeding" and what appears to be a motion to discontinue the magistrate court proceedings because the Appellant has raised the issue of superior title to the subject premises, citing §22-3-1110, 22-3-1120 and 22-3-1130.

Respondent served a Rule 12(b)(6) motion to dismiss the counterclaim on the ground that a "sham legal proceeding" does not state a cause of action, and the remedy, if any is due, is the South Carolina Frivolous Proceedings Act, §15-36-10 et seq.

Appellant served an "Amendment of Counterclaim" denominating the Counterclaim as a claim for abuse of process rather than a sham legal proceeding. The Amendment also pled a new counterclaim for civil conspiracy. The entire allegation for civil conspiracy reads: "The counterclaim[sic] is further amended to allege a count for Civil Conspiracy against Danny Hinson, Brackett, and Breakfield, who swore to the lies when verifying the papers. Defendant hereby claims \$300,000 in additional damages for the tort of civil conspiracy."

The Magistrates Court held a pre-trial hearing on May 12, 2011, at which, in addition to routine pre-trial matters, Appellant's Motion to Dismiss for lack of personal jurisdiction (absence of Summons); Appellant's Motion to Dismiss for lack of personal jurisdiction (alleged defective service of process); and Respondent's Rule 12(b)(6) Motion to Dismiss Appellant's counterclaims

were heard.

By Order dated June 2, 2011 the Magistrates Court denied Appellant's motion to dismiss for lack of a Summons, and denied Appellant's motion to dismiss for improper service of process. Respondent's motion to dismiss the counterclaim and amended counterclaims was granted. This appeal followed.

Appellant's Notice of Appeal sets out five grounds of appeal:

1. the dismissal of Appellant's counterclaims;
2. the denial of Appellant's motion to dismiss for lack of a Summons;
3. the Magistrate's Court's refusal to dismiss the eviction when superior title to the real property is at issue;
4. the Magistrates' Court's refusal to remove the matter to Circuit Court because the alleged damages exceed the jurisdictional limit of the Magistrate Court;
5. the Magistrate's Court's refusal to remove the matter to circuit court because title to real property is at issue and Appellant claims that he has "a right to a jury trial in common pleas court." (Grounds of Appeal 3 and 5 are, in effect, the same.)

Appellant first objected to going forward with the hearing because the Magistrates Court's Return to the Circuit Court did not include the original records in the Magistrate's Court, only copies. Appellant argued that the governing statute requires the Return to contain original records from the lower court. S.C. Code Ann. §18-7-60 does not require original documents in the return, but Rule 75, SCRCP, does provide that appeals to the circuit court shall be made upon the original record in the lower court. Nevertheless, the Appellant could not satisfactorily identify any prejudice to him from the return containing copies rather than originals. He did not claim or demonstrate that

documents were missing or that copies in the return were incomplete or inaccurate. Finding no prejudice, the Appellant's motion to continue the appeal hearing (oral argument) was denied.

The lower court's dismissal of Appellant's counterclaims is affirmed. At common law, the only defense to a petition to remove a tenant for nonpayment of rent was by proof of payment of rent. 5 Thompson on Real Property, Second Thomas Edition §40.09(c)(1) (2007). While some statutes in other jurisdictions enable tenants to assert affirmative defenses in summary eviction proceedings, South Carolina's statutes do not. Accordingly, whatever defenses or claims the tenant might have against the landlord would have to be asserted in a separate action. Otherwise, the very purpose for the summary eviction proceeding could be defeated by allowing the tenant to bring all manner of issues before the court and delaying the ultimate resolution of the central question, namely gaining possession of the premises. Summary eviction proceedings are not proceedings involving title to land. Nesbitt v. Marshall, 24 S. C. 507 (1884); Sywgert v. Goodwin, 32 S.C. 146 (1890). Additionally, neither of the counterclaims speak to the Appellant's right of possession. Abuse of process and civil conspiracy seek money damages and can be pursued in a separate action. Classic damage claims should not be allowed to impede the summary possession procedure. And, the civil conspiracy claim was properly dismissed because of pleading deficiencies. Civil conspiracy is a "special damages" action, and when items of special damage are claimed, they shall be specifically stated in the pleading. Rule 9(g), SCRCF. A bare allegation that special damage has been suffered with an allegation of a particular pecuniary amount is insufficient and does not satisfy Rule 9(g). Isuzu Motors Ltd. v. Consumers Union of U.S., Inc., 12 F.Supp2d 1035, 1047 (C.D. Cal. 1998).

More explanation of the underlying facts giving rise to the special damage is necessary.<sup>1</sup>

The lower court's denial of appellant's motion to dismiss on the ground of lack of personal jurisdiction because of the failure to serve a summons was proper and is affirmed. Appellant argues that the Rules of Civil Procedure require the service of a Summons in an ejectment proceeding notwithstanding that the procedure set out in S.C. Code Ann. §27-37-20 (rev. 2007) does not require a summons. The proceeding authorized by §27-37-20 is a special statutory "summary proceeding" designed to protect the interests of both landlords and tenants. The pleading and procedural requirements of §27-37-20 were followed in this case.<sup>2</sup>

The lower court's denial of Appellant's motion to dismiss the eviction proceeding because of Appellant's allegation of superior title to the premises at issue was proper and is affirmed. A tenant cannot oust the magistrate of jurisdiction in eviction cases by simply asserting a superior title in himself. Metropolitan Life Ins. Co. v. Stuckey, 10 S.E.2d 3 (S.C. 1940). "Otherwise, any tenant, by merely denying the landlord's title or by asserting superior title in himself or in another, could oust the magistrate of jurisdiction and frustrate the plain and salutary object of the statute." Id.

The lower court's denial of Appellant's motion to remove the proceeding to circuit court because Appellant's counterclaims involve sums in excess of the magistrates court jurisdictional limit was proper and is affirmed. As noted above, the counterclaims were properly dismissed, and

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<sup>1</sup> An appellate court can affirm any ruling or order upon any ground appearing in the record. Rule 220(c), SCACR.

<sup>2</sup> It is instructive that the Summary Court Judges Bench Book, created and distributed by the office of South Carolina Court Administration as the administrative arm of the Chief Justice, (Civil Law Chapter; section N-3, Eviction or Ejectment, sub-sections a and b) sets out the procedural requirements for a summary ejectment proceeding. According to the Summary Court Judges Bench Book, a summons is not required.

the sums sought in the counterclaims would not impact the magistrates' court's jurisdictional limit. Further, S. C. Code Ann. §22-3-10(12) provides that in all actions provided for in this section (actions in magistrate's court) the magistrate's court has jurisdiction over a counterclaim that involves a sum not to exceed seven thousand five hundred dollars, "... except that this limitation does not apply to counterclaims filed in matters between landlord and tenant and the possession of land;" (emphasis added).

The lower court's denial of Appellant's request for a 12 member jury was proper and is affirmed. Appellant is entitled to a six member jury, and the lower court so held. S. C. Code Ann. §22-2-100.

Accordingly, the Magistrate's Court's Order dated June 2, 2011 is hereby AFFIRMED. This appeal is dismissed, and the matter is remanded to the Magistrate's Court for further proceedings according to the governing law and procedure.

IT IS SO ORDERED.

January 16, 2012

Lancaster, SC

Brooks P. Goldsmith, Judge

FILED  
2011 JAN 18 A 10:56  
CLERK OF COURT  
CHESTER CO S.C.  
True and correct copy of original  
paper on file in this office.  
Clerk of Court  
Chester  
2/16/2012

757

STATE OF SOUTH CAROLINA  
COUNTY OF CHESTER

IN THE COURT OF COMMON PLEAS  
2011-CP-12-0291

Appeal from Magistrate Court  
2011CV12100400002, Rossville,  
2011CV1210100148, Chester

Robert H. Breakfield,  
as attorney-in-fact,

Plaintiff-Respondent,

v.

Mell Woods,

Defendant-Appellant.

Rule 59(e) SCRCF Motion to Alter or Amend Final Order of Court

1. Defendant above named comes now, and within 10 days of being served with written notice of the Court's decision in the above-styled case, and shows:

2. Defendant received written notice of the Court's decision on February 01, 2012, and hereby serves a motion to alter or amend the final order of the circuit court within ten days as required by Rule 59(e) SCRCF;

3. The Court's Order, issued on a State Holiday, January 16, 2012, a day set aside in honor of the Reverend Martin Luther King, Jr., is defective in several particulars as follows:

4. The Court's Order drafted entirely by the plaintiff counsel, without benefit of any transcript of the circuit court proceeding leaves out several items which were ruled on by the court, but not addressed in the written order, dated January 16, 2012, and twists other items to suit the position of plaintiff;

5. Defendant has hand-numbered the court's order in the right hand margin, a total of 15 paragraphs, a copy of the marked order is attached as Exhibit A of this motion;

6. Paragraph two of the court order has two "twists" or half-truths; the first is the part about the "remaindermen"; there are no remaindermen who own any property in this litigation; defendant has pending in the circuit court an action seeking to defeat any claim of any so-called remaindermen to the real estate in question; in addition, court order paragraph two, last sentence, makes it appear that defendant owns only a building placed on the land of someone else, which is not true either, defendant owns the land also, having purchased the land from Reba P. Hinson, the former owner of the land in question; defendant requests that the Circuit Court clarify and rule on the proper issue instead of the one in the plaintiff counsel's order;

7. Paragraph four of the court order is inaccurate also, in that paragraph four only mentions personal jurisdiction, where the pleadings and oral arguments attack the subject matter jurisdiction of a magistrate court when title to land is in question; it is the statutory law of South Carolina that a Magistrate Court is not the proper place to be where the land title itself is in question, Article 11, of Title 22, South Carolina Statutes, Magistrates and Constables, Sections 22-3-1110, through 22-3-1180; this issue was brought up in Magistrate Court, and Circuit Court, but not ruled on in the Circuit Court Order;

8. Paragraph seven of the court order leaves out the part about subject matter jurisdiction, and makes it sound as if there is no subject matter jurisdiction issue, only one of personal jurisdiction; defendant challenges paragraph seven of the court order as inaccurate;

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9. Paragraph nine of the court order has an add-on to catch the unwary; number nine appears to be just a recitation of the items contained in the Notice of Appeal -- but this is not why it is included in the court order, down at the bottom is: "(Grounds of Appeal 3 and 5 are, in effect, the same.)" this not true either, and defendant would appreciate this statement being removed from the court order;

10. Paragraph ten of the court order recites that S.C. Code Ann 18-7-60 does not require original documents in a magistrate return, but Rule 75 SCRPC does; yes this is true, but SC Statute 18-7-130 mandates that an appeal to circuit court be had upon the original papers, and what good are statutes if statutes are not complied with; in addition the circuit court order states there was no prejudice shown, or claimed; this is not true either, there was lots of discussion about this, and defendant claimed, and continues to claim that ignoring statutes is prejudice, and in addition,

Rule 75 SCRCP, requires that upon receipt of the record from the magistrate court, the clerk of circuit court will give notice in writing to the parties that the record has been filed -- no one was ever notified by the clerk, because the original record as required by the Rules and statutes was never transmitted to the circuit court; defendant would appreciate a ruling from the Court on these points;

11. Paragraph eleven of the court order consists mostly of ober dictum from the mind of the author of the court order, and not the presiding judge; "At common law, the only defense to a petition to remove a tenant for nonpayment of rent was by proof of payment of rent." defendant says, so what, to start with Mell Woods is not a tenant, but a debtor, paying off a mortgage, and the mortgage is a matter of public record;

11., continues:

"Accordingly whatever defenses or claims the tenant might have against the landlord would have to be asserted in a separate action." again, so what, defendant Mell Woods is not a tenant, and does not have a landlord; and furthermore the SCRCF did not exist at common law, and there was no Rule 13 SCRCF concerning counterclaims, particularly compulsory ones, in addition to the ones which exceed the jurisdiction of a

court of limited jurisdiction, Rule 13(j) SCRCF; "Summary eviction proceedings are not proceedings involving title to land" yes, this is true, Brackett cites two 1800's cases, but it is now the policy of the State of South Carolina, that a magistrate court is stripped of any authority to evict anyone where there is even a question of title, and if the ongoing proceeding in the circuit court which seeks to obtain a jury trial to settle questions of fact in the pending Trespass to

Title case and the *lis pendens* notice on file in the circuit court against the land in question in the magistrate case is not enough to create at least a question, then will the circuit court please rule as to what a *question* is;

11., continued response:

"Additionally, neither of the counterclaims speak to the Appellants's right of possession." yes they do too, interfering with contract rights, fraud, and lying are actionable torts; "Classic damage claims should not be allowed to impede the summary possession procedure." (this ruling?) of the court may be true in some circumstances, but not here, where the pleadings show no landlord-tenant relationship, and an extreme question exists as to whether the purported landlords own any land at all; defendant requests a further ruling on these important points; as far as the court's ruling that special damages need to be

pled, is accepted by defendant, but defendant asks to be allowed to amend the claim under Rule 15 SCRPC, and provide a list of the damages;

12. Paragraph twelve of the court order is objected to and challenged on the ground that the SCRPC call for a summons and complaint to be served before the court has any jurisdiction; Magistrate Rules 5 and 6 call for this also; if there were any lease, or contract, a breach of the contract should be determined first by the court before an order could issue requiring someone to "show cause" why they should not vacate a premise; a "show cause" order should issue only after a court has acquired jurisdiction, and the matter heard in court first, and not in an ex parte manner; defendant

raised the question that the South Carolina Statutory Eviction procedure (as practiced) fails to meet federal constitutional muster, first in the Magistrate Court, where it was overruled, and then in the Circuit Court, where it was overruled, but left out of the circuit court order of January 16, 2012;

No. 12 continues:

plaintiff lied to try to gain admission to the Magistrate Court to start with in claiming, under oath, that defendant is a "tenant", when in fact, Mell Woods is a debtor who is not default of the sales agreement, and mortgage which grants defendant possession of the premise in question; the 14th amendment guarantees no state shall make or enforce any law that denies a person the equal protection of the laws; in South Carolina, all that is necessary to deny equal protection to a person is to simply label the person a "tenant"; then a default judgment may be entered against a tenant in ten days, where any other person has thirty days to respond;

the equal protection point was squarely brought before the Magistrate Court, and Circuit Court, the record will show the raising of this issue at least two times;

13. Paragraph thirteen of the court order is objected to and challenged on the same grounds as shown in the response to number seven, (above), before the two rulings in thirteen of the court order, could have an effect, a tenant would have to be the defendant, and Mell Woods is not a tenant, except as being falsely labeled as one in an ex parte proceeding; number thirteen of the court order is a contrivance at best, but not of the trial judge, the author of the court order, the plaintiff attorney, did this;

14. Paragraph fourteen of the court order is challenged on the ground that all of the counterclaims were properly filed, and not subject to dismissal simply because the amount exceeded the jurisdictional limit of a magistrate court; in regard to the ruling with emphasis: except that this

-/-

limitation does not apply to counterclaims filed in matters between landlord and tenant and the possession of land; this is just pure semantics; this is what the author of the court order wants everyone to believe, please notice there is no case law in support of this statement from Brackett, and the facts and the record do show that the counterclaims were unrelated to the possession of land; as to the ruling about the twelve person jury, this is just another twist, defendant will be entitled to a twelve person jury in a circuit court trial;

15. Another point not addressed in the court order complained of is the fact that defendant asked the Circuit Court Judge to take judicial notice of the fact that an official recorded plat by a licensed surveyor exists in the deed room of the courthouse directly under the courtroom, which describes the land of defendant, and Mrs. Hinson, without any mention of any so-called "remaindermen;" the

Court agreed to take judicial notice of the plat, and the record when typed will show this, but the court order as drawn up by Mr. Brackett of course does not mention the plat;

Respectfully submitted,

This 11 day of February, 2012.

COPY

  
Mell Woods

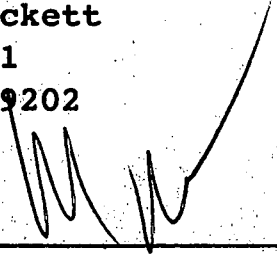
P.O. Box 2603  
Lancaster, SC 29721

Certificate of Service:

I hereby certify that I have on the eleven day of February, 2012, served the plaintiff-respondent with a true copy of the within and foregoing Rule 59(e) motion by placing a copy of the same in the U.S. Mail with sufficient first class postage addressed to:

Moses Koon & Brackett, PC  
B. Michael Brackett  
P.O. Box 100261  
Columbia, SC 29202

COPY

  
Mell Woods

STATE OF SOUTH CAROLINA )  
COUNTY OF CHESTER )

IN THE COURT OF COMMON PLEAS  
SIXTH JUDICIAL CIRCUIT

Robert H. Breakfield,  
as attorney-in-fact,

Plaintiff-Respondent,

vs.

Mell Woods,

Defendant-Appellant.

CASE NO: 2011-CP-12-291

**ORDER DENYING  
MOTION TO RECONSIDER**

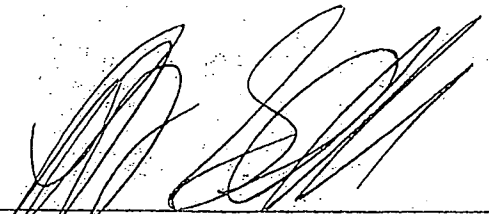
FILED  
2012 APR 25 AM 10:54  
CLERK OF COURT  
CHESTER CO S.C.

This matter came before the Court on Defendant's *Motion to Alter or Amend Final Order of Court* dated February 11, 2012, wherein Defendant requests this Court reconsider that certain Order entitled *Order Affirming Magistrate Court* dated January 16, 2012.

After careful consideration of said motion and memoranda submitted by the parties, the Court finds there is no basis for granting the motion and, therefore, Defendant's *Motion to Alter or Amend Final Order of Court* dated February 11, 2012 is hereby denied.

AND IT IS ALL SO ORDERED.

April 23, 2012  
Lancaster SC

  
BROOKS P. GOLDSMITH, PRESIDING JUDGE  
SIXTH JUDICIAL CIRCUIT

June 23, 1908

# Will

*Old Wills*

OF

REBA PETTIT HINSON

GREGORY & GREGORY

ATTORNEYS AT LAW

210 WEST MEETING STREET

POST OFFICE BOX 987

LANCASTER, SOUTH CAROLINA 29720-0987

TELEPHONE (803) 283-3324

STATE OF SOUTH CAROLINA )  
COUNTY OF CHESTER )

*This will made up*  
**LAST WILL AND TESTAMENT**  
**OF**  
**REBA PETTIT HINSON**

IN THE NAME OF GOD, AMEN:

Recorded- Book E  
Page 246

I, REBA PETTIT HINSON, of Chester County, South Carolina, being of sound mind and disposing memory, do make, declare, and publish this as my Last Will and Testament, hereby revoking any and all others that I have heretofore made.

ITEM ONE: I hereby direct that all my just debts and lawful charges against my estate be promptly paid.

ITEM TWO: I will, devise, bequeath and appoint to my daughter, LOIS H. GRIFFIN, my home and the 32+/- acres on which it is situated, for her lifetime, with the remainder to her children. This property has a Tax Map Number of 158-00-00-007-000.

ITEM THREE: I will devise, bequeath and appoint that my monies shall be divided as follows: one-fourth (1/4) to Kathy Huffstickle, one-fourth (1/4) to John C. Hinson, one-fourth (1/4) to Lois H. Griffin, and one-fourth (1/4) to the children of William C. Hinson, deceased, the child or children of a deceased child to take their parent's share. *See*

ITEM FOUR: All the rest, residue, and remainder of my property, real, personal, and mixed, wherever situated, located or found, I give, devise, bequeath, will, and appoint to Kathy Huffstickle, John C. Hinson, and William C. Hinson, the child or children of a deceased child to take their parent's share. *See*

ITEM FIVE: The Tracts of property located on the river were devised to me by the Will of my husband, Levie Hoyt Hinson, for my lifetime and then to my bodily heirs forever. Therefore, all of my children shall receive an equal undivided interest in this property, the child or children of a predeceased child to take their parent's share.

ITEM SIX: I hereby nominate, constitute, and appoint LOIS H. GRIFFIN and KATHY HUFFSTICKLE as Co-Personal Representatives of this my Last Will and Testament. I direct

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*W. H. H.*

*W. H. H.*

*R.P.H.*

that my named Personal Representative and Alternate Personal Representative be exempt from giving any official bond.

IN WITNESS WHEREOF, I, REBA PETTIT HINSON, the Testatrix, sign my name to this instrument this 23<sup>rd</sup> day of JUNE, A.D. 1998, and being first duly sworn do hereby declare to the undersigned authority that I sign and execute this instrument as my Last Will and Testament, and I sign it willingly; that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Reba Pettit Hinson (s.)  
Reba Pettit Hinson

STATE OF SOUTH CAROLINA )  
COUNTY OF LANCASTER )

We, the undersigned witnesses, sign our names to this instrument being first duly sworn, and we do hereby declare to the undersigned authority that the Testatrix, REBA PETTIT HINSON, signed and executed this instrument as Testatrix's Last Will and Testament and that Testatrix signed it willingly, and that each of us, in the presence and hearing of the Testatrix, hereby signs this Will as witness to the Testatrix's signing, and that to the best of our knowledge the Testatrix is eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Ed Roy II  
Witness  
De Ann Hamilton  
Witness

Residing at Lancaster, SC.  
Residing at Lancaster, SC.

SUBSCRIBED, SWORN TO, AND ACKNOWLEDGED BEFORE ME BY THE TESTATRIX. AND SUBSCRIBED AND SWORN TO BEFORE ME BY THE WITNESSES THIS 23<sup>rd</sup> DAY OF JUNE, A.D., 1998.

Ed Roy II (L.S.)  
Notary Public for South Carolina  
Commission expires: 10-28-99

3-5-10  
Original will  
dated June 23, 1998  
to be kept  
774

Private Last Will

April 05, 2003

LOIS H. RODDEY  
JUDGE OF PROBATE  
2009 NOV - 9 P 4:58  
PROBATE COURT  
CHESTER COUNTY S.C.

Last Will and Testament of Reba P. Hinson:

1. I will and direct that my executors hereinafter shall from the first money coming into their hands from my estate to pay my just debts if any: doctors, hospital, ambulances, as soon as possible after he, or she is qualified.

The cash if any will be divided equal between my four children named: Lois S. Griffin, Kathy E. Huffstickle, John C. Hinson, and William C. Hinson's heirs, (he is deceased).

At my death, I, Reba P. Hinson bequest to my daughter Lois S. Griffin, the certificate at Spratt's Bank in Chester, South Carolina, to be given at my death to be put in a trust fund? for her as needed. She will have no income to be used as needed. Why? She has no land bordering the river except one small area. The other children have a yearly income off of tracts numbered one (Kathy Huffstickle), John C. Hinson, number two, William C. Hinson's heir's, number three; John C. Hinson, tract number two, William C. Hinson's heir's, tract number three.

Lois [Griffin] will inherit tract #4 which is the homestead. This land was given to me by my Father and Mother, Shufford and Hattie Pettit out of my Father's estate. I, Reba P. Hinson myself

bought my sister's (Ruth Dority's), inheritance, and my brother's (Albert W. Pettit's), inheritance of my Father's property; I, Reba P. Hinson, paid for this land with my money.

At my death, I will to Lois S. Griffin, my automobile, my rings, watch, all jewelry. I ask that all household goods stay in my house until Lois S. Griffin's death; then to be divided between the four children, or their heirs: Lois S. Griffin, Kathy E. Huffstickle, John C. Hinson, William C. Hinson's heirs, (William C. Hinson is already deceased).

As for the land that my husband had, to be divided as follows:

(lot #1) tract of land to Kathy Huffstickle;

(lot #2) tract of land to John C. Hinson;

(lot #3) tract of land to William C. Hinson's heirs [William C. Hinson is deceased];

---

(lot #4) tract of land with homestead on it to Lois S. Griffin; tract #4 is the same land that I inherited from my Father and Mother: Shufford Pettit, and Hattie Pettit; tract #4 was never in my Husband's estate, and I, Reba P. Hinson, bought my sister's part of the Pettit Estate; I also bought my brother's part of my Father's estate myself, with my money; today, this tract of land is known as #4.

**WITNESS:**

(Signed by Witness No. 1)

\_\_\_\_\_

(Signed By Witness No. 2)

\_\_\_\_\_

Dated: 4/24/03 (by the Notary)

\_\_\_\_\_

Signed by Mrs. Hinson

\_\_\_\_\_  
Reba P. Hinson

(Signed by Notary)

\_\_\_\_\_  
Notary Public

4/24/03

My Commission Expires  
July 24, 2012

777

June 27, 2007

Mell Woods  
P.O. Box 2603  
Lancaster, SC 29721

The Honorable Lois Roddey  
Judge of Chester County Probate Court  
Chester County Courthouse  
Chester, South Carolina

Hand Delivered.

Dear Judge Roddey:

This is in regard to Mrs. Reba Hinson. Mrs. Hinson died late last year and there is nothing on file concerning her estate. Perhaps there is nothing to file, however I have an interest in knowing if the estate is going to be probated. I spoke to you about this several months ago and you checked and verified that nothing had been filed. And I am sure nothing was there on the day I talked to you about this. However since that time, some of the Hinson heirs have been talking about seeing certain papers that have been prepared for filing. If you have any informal letters, papers, documents, or anything that is not in the record yet, please furnish these to me under the South Carolina Freedom of Information Act.

Request for Records Under the South Carolina Freedom of Information Act:

You are requested to release to the undersigned requestor, *All the papers, cards, tapes, photographs, maps, books, or other documentary material* retained by you in regard to Mrs. Reba Hinson; everything that is filed in the Court Record and is available for public inspection is not meant to be part of this request. Please note that this request is to view and inspect the actual records, but is not a request for copies [at the present time]. The listed records are public and subject to release under current South Carolina statutory and case law; and no record released will be used for a commercial purpose.

A TRUE COPY  
*Lois H. Roddey*  
JUDGE OF PROBATE  
CHESTER COUNTY, S.C.

Sincerely,

*Mell Woods*  
Mell Woods

PROBATE COURT  
CHESTER COUNTY S.C.

2007 JUN 28 P 1:46

LOIS H. RODDEY  
JUDGE OF PROBATE

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STATE OF SOUTH CAROLINA

COUNTY OF: CHESTER

IN THE MATTER OF: Reba Pettit Hinson

IN THE PROBATE COURT

CASE NUMBER: 2008ES1200297

APPLICATION FOR

exhibit A

INFORMAL

(check any that apply)

PETITION FOR

FORMAL

☐ PROBATE OF WILL  
☐ APPOINTMENT

☒ TESTACY  
☒ APPOINTMENT

Applicant/Petitioner: Robert Harold Breakfield

Address: 1590-02 Constitution Blvd. (Post Office 36061)

Telephone: Rock Hill, South Carolina 29732

I. ALL APPLICANTS/PETITIONERS MUST COMPLETE THIS SECTION.

1. Give your relationship to the decedent, if any, and your interest in this proceeding.

No relationship. I have been nominated by Lois Hinson, a Primary Personal Representative named in the Will of Reba P. Hinson, executed on June 23, 1998.

2. Decedent Information

Name: Reba Pettit Hinson  
Social Security Number: [REDACTED] 2826  
Date of Birth: July 3, 1915  
Date of Death: January 3, 2007  
Age at date of death: 91  
Domicile at date of death: Chester South Carolina  
(county) (state)

3. Venue for this proceeding is proper in this county because:

- ☒ Decedent was domiciled in this county at date of death.  
☐ Decedent was not domiciled in South Carolina, but property of Decedent was located in this county at date of death.  
☐ Decedent has a right to take legal action in this county because:

- 4.a. Names and addresses of devisees in the will including dates of birth of minors. If there are no minors, so state.

| Name                     | Date of Birth | Address                                 | Relationship to Decedent |
|--------------------------|---------------|-----------------------------------------|--------------------------|
| Lois Hinson Griffin      | 4-14-33       | 1414 Catawba Street, Ft. Lawn, SC 29714 | daughter                 |
| Kathy Hinson Huffstickle | 12-4-52       | 5715 Lake View Cir., Ft. Lawn, SC 29714 | daughter                 |
| John Calhoun Hinson      | 5-9-28        | 1563 Hinton Dr., Great Falls, SC 29055  | son                      |
| William Levy Hinson      | 3-19-47       | 909 Stone Oak Court, Sanford, NC 27330  | grandson                 |

(use additional sheet if necessary)

John Daniel Hinson  
5621 Footlose Road  
Fort Lawn, SC 29714

Charles Jerry Hinson  
237 Laura Lot 21  
Florence, SC 29506

Robert Harold Hinson  
Post Office Box 72  
McConnells, SC 29706

William Calvin Hinson, Jr.  
118 Nella Street  
Chester, South Carolina 29706

Etta Elaine H. Hensley  
6 Church Street  
Great Falls, SC 29055

Linda Kay H. Stanford  
6969 Snowy Owl Road  
Kershaw, SC 29067

Darrell Wayne Hinson  
Post Office Box 163  
Fort Lawn, SC 29714

- 4.b. Names and addresses of intestate heirs who are not devisees, including dates of birth of minors. If there are no minors, so state. Intestate heirs are the persons who would inherit if the decedent left no will.

| Name | Date of Birth | Address | Relationship to Decedent |
|------|---------------|---------|--------------------------|
| None |               |         |                          |
|      |               |         |                          |
|      |               |         |                          |
|      |               |         |                          |

(use additional sheet if necessary)

5. Did decedent have any change of marital status or the birth or adoption of any children after execution of this will, if one exists, or has any child of the decedent been born since his death, or is any birth of a child of the decedent anticipated? (This includes illegitimate children.)
- ☒ NO ☐ YES If yes, please explain on page 3.
6. To the best of your knowledge, was the decedent a patient in a South Carolina Mental Health facility during his/her lifetime?
- ☒ NO ☐ YES If yes, please explain on page 3.
7. Has a guardian or conservator ever been appointed for this person?
- ☒ NO ☐ YES If yes, please explain on page 3.
8. Has a personal representative of the decedent been appointed prior to this date by a Court in this state or elsewhere?
- ☒ NO ☐ YES If yes, please state details, including name and address of such Personal Representative on page 3.
9. Have you received or are you aware of any demands for notice of any probate or appointment proceeding concerning the decedent that may have been filed in this state or elsewhere?
- ☒ NO ☐ YES If yes, please state details, including names and addresses of such Personal Representative on page 3.
10. Have more than ten years passed since the decedent's death?
- ☒ NO ☐ YES If yes, please state circumstances authorizing tardy probate on page 3.
11. The decedent died with a personal estate of about the value of \$308,000.00 and real estate of about the value of N/A. (A full inventory and appraisal, Form #350PC, must be filed within 90 days.) If decedent was non-resident, please attach South Carolina Commission form ET 101.
12. After the exercise of reasonable diligence, are you aware of any unrevoked will and/or codicil(s), other than the one(s) attached hereto, relating to property in this State?
- ☒ NO ☐ YES If yes, please explain on page 3 and then proceed to Section II.

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IF A WILL EXISTS, PLEASE COMPLETE THIS SECTION.

1. Regarding the decedent's will:

- ☐ The original is attached
- ☒ The original is in the Court's possession
- ☐ An authenticated copy of a will probated in another jurisdiction is attached
- ☐ An authenticated copy of a will not probated in another jurisdiction is attached
- ☐ The will is lost, destroyed, or otherwise unavailable, however, a description of its contents is attached

2. Do you believe, to the best of your knowledge, the will described above was validly executed?

- ☒ Yes ☐ NO If no, please explain on page 3.

3. The date of execution of the will was June 23, 1998

codicil(s): N/A

4. Are you aware of any instrument or document amending or revoking the will?

- ☒ NO ☐ YES If yes, please explain on page 3.

5. Have you exercised reasonable diligence to determine there is no instrument or document revoking the will?

- ☒ YES ☐ NO If no, please explain on page 3.

6. Do you believe the will defined in "1" above is the decedent's last will?

- ☒ YES ☐ NO If no, please explain on page 3.

COMPLETE EXPLANATION (S) FOR QUESTIONS IN SECTIONS I and II HERE.  
(If more space is required, use additional sheet.)

Note to 4, 5, 6 - The handwritten document apparently written by Decedent dated April 5, 2003 and the typed document dated April 5, 2003 and witnessed April 24, 2003, were not validly executed; therefore, were not considered to have revoked the Last Will and Testament dated June 23, 1998.

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IF APPLYING FOR INFORMAL ☒ FORMAL APPOINTMENT, PLEASE COMPLETE THE FOLLOWING.

1. The name(s) and address(es) of the proposed Personal Representative(s) is/are:
2. Priority for this appointment is:
  - ☐ named as Primary Personal Representative in will or nominee of Primary Personal Representative
  - ☐ named as Alternate Personal Representative in will or nominee of Alternate Personal Representative
  - ☐ named as nominee of Primary and/or Alternate Personal Representative
  - ☐ other devisee of decedent, or nominee (describe): \_\_\_\_\_ or nominee of said devisee
  - ☐ surviving spouse of decedent, or nominee of said spouse.
  - ☐ other heir of decedent (describe): \_\_\_\_\_
  - ☐ creditor. (Forty-five days after death must have passed), or nominee of creditor
  - ☐ other (describe): \_\_\_\_\_
  - ☒ nominee of any of the above
3. List below the names of any other persons, if any, having a prior or equal right of appointment (see priority above).

IV. ALL APPLICANTS/PETITIONERS MUST COMPLETE VERIFICATION.

VERIFICATION

The undersigned, being sworn, states that the facts set forth in the foregoing statement are true to the best of the undersigned's knowledge, information and belief, and hereby submits to the Court's jurisdiction in this matter.

SWORN to before me this 24th day of November, 20 08

[Signature]  
Notary Public for South Carolina  
My Commission Expires: 1-21-2009

Signature: [Signature]  
Name: Robert Harold Breakfield  
Address: 1590-02 Constitution Blvd, PO Box 360  
Rock Hill, South Carolina 29732  
E-mail: \_\_\_\_\_  
Telephone (O): (803) 329-4920  
(H): \_\_\_\_\_

ORDER OF INFORMAL PROBATE

IT IS HEREBY ORDERED that the above application for probate of a will be ☐ GRANTED ☐ DENIED inform: this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Probate Court Ju

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1           Now, what we're here today, we have several  
2 matters. And what I'm going to do, I think, is  
3 take these in the order they were filed. I think  
4 the first one that was filed was Mr. Woods's  
5 Petition to Remove Mr. Breakfield as the Personal  
6 Representative.

7           Before I do that, I need to also say Mr. Woods  
8 did come by the office last week and ask me to  
9 issue some subpoenas in blank, and I refused to do  
10 that. I asked him also to tell me why he needed --  
11 who he needed to subpoena and why, and he did not  
12 feel comfortable doing that, so I did not issue the  
13 subpoenas.

14           Mr. Woods, tell me why you want Mr. Breakfield  
15 removed?

16           MR. WOODS: Your Honor, I've got a statute.  
17 Can I show that to you?

18           THE COURT: You can just tell me. I've got the  
19 codes right here.

20           MR. WOODS: I've got copies of this. You got  
21 the South Carolina statute that says that he's  
22 supposed to give bond in 30 days. That's what it  
23 says right here.

24           THE COURT: Well, now, we had a hearing on  
25 that, didn't we?

STATE OF SOUTH CAROLINA  
COUNTY OF CHESTER

)  
) IN THE PROBATE COURT  
)

IN THE MATTER OF )  
REBA B. HINSON )  
\_\_\_\_\_ )

CASE NO. 2008-ES-12-00297

TRANSCRIPT OF PROCEEDINGS

YORK, SOUTH CAROLINA

APRIL 12, 2010

REPORTER: WILLIAM H. WHITE

785

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**DALLAS REPORTING**  
SERVING THE CAROLINAS FOR OVER TWENTY-FIVE YEARS  
ROCK HILL, SOUTH CAROLINA  
803-328-9640/TOLL FREE 1-877-871-6363

Appearances:

For the Plaintiff -

Mell Woods, Pro Se

For the Defendant -

B. Michael Brackett, Esquire  
Moses Koon & Brackett, PC  
1333 Main Street, Suite 650  
Columbia, South Carolina 29201

Also Present:

Robert Breakfield, Esquire  
Personal Representative of the  
Estate of Reba B. Hinson

# The Supreme Court of South Carolina

Robert H. Breakfield, as attorney-in-fact, Respondent,

v.

Mell Woods, Appellant.

Appellate Case No. 2012-212318

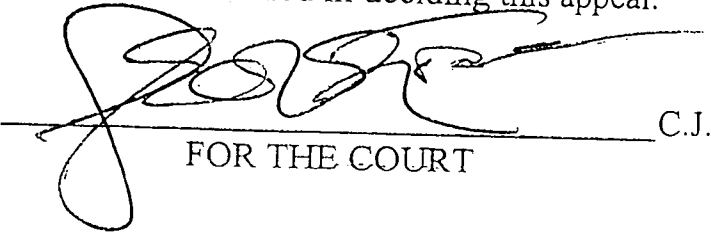
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## ORDER

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Respondent moves this Court to dismiss this appeal, or in the alternative, transfer the appeal to the Court of Appeals because the appeal is not in any of the categories of appeals, set forth in Rule 203(d)(1)(A), SCACR, that may be filed in this Court. Respondent also moves this Court to strike the narrative appellant provided with his notice of appeal. Appellant has filed a return in opposition to the motion. Respondent has filed a reply to the return.

We grant respondent's request to transfer this appeal to the Court of Appeals. Rule 203(d)(1)(A)(ii), SCACR. We also grant respondent's motion to strike the narrative from appellant's notice of appeal. Rule 203(d)(1)(B), SCACR. The narrative is hereby stricken and shall not be considered in deciding this appeal.



C.J.  
FOR THE COURT

Columbia, South Carolina

July 16, 2012

cc:

Mell Woods

B. Michael Brackett

The Honorable Jenny Kitchings

787

THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

---

Appeal from Chester County  
Court of Common Pleas  
Brooks P. Goldsmith, Circuit Court Judge

---

Case Number 2011-CP-12-0291

---

Robert H. Breakfield, as attorney-in-fact . . . . Respondent,

v.

Mell Woods . . . . . Appellant.

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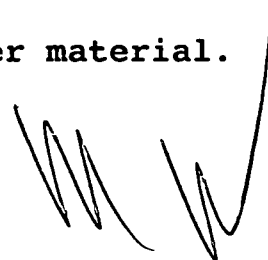
Certificate of Appellant

Court of Appeals Number: 2012 212318

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The undersigned hereby certifies that the Record on  
Appeal contains all material proposed to be included by  
any of the parties and not any other material.

This 13 day of May, 2013.



---

Mell Woods  
P.O. Box 2603  
Lancaster, SC 29721

THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

---

Appeal from Chester County  
Court of Common Pleas  
Brooks P. Goldsmith, Circuit Court Judge

---

Case Number 2011-CP-12-0291

---

Robert H. Breakfield, as attorney-in-fact . . . . Respondent,

v.

Mell Woods . . . . . Appellant.

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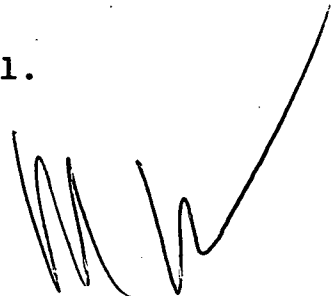
Proof of Service of Record on Appeal, Rule 210(a) SCACR

Court of Appeals Number: 2012 212318

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Appellant Mell Woods, hereby certifies that one copy of  
the Record on Appeal has been served on every party who has  
served a brief in the above-styled appeal.

This 13 day of May, 2013.



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Mell Woods

THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

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Appeal from Chester County  
Court of Common Pleas  
Brooks P. Goldsmith, Circuit Court Judge

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Case Number 2011-CP-12-0291

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Robert H. Breakfield, as attorney-in-fact . . . . Respondent,

v.

Mell Woods . . . . . Appellant.

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CERTIFICATE OF SERVICE

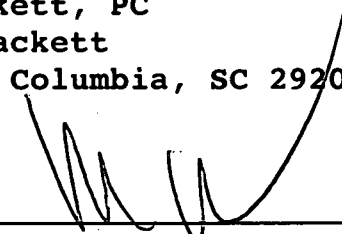
Court of Appeals Number: 2012 212318

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Respondent was served with a copy of the within and foregoing document entitled Proof of Service of Record on Appeal, Rule 210(a) SCACR, by method of placing the copy in the U.S. Mail with sufficient postage addressed to the counsel of record for respondent, to wit:

Moses Koon & Brackett, PC  
C/O B. Michael Brackett  
P.O. Box 100261 Columbia, SC 29202

This 13 day of May, 2013.

  
\_\_\_\_\_  
Mell Woods

P.O. Box 2603  
Lancaster, SC 29721

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