

THE STATE OF SOUTH CAROLINA
IN THE SUPREME COURT

APPEAL FROM PICKENS COUNTY
Court of General Sessions
Charles B. Simmons, Master in Equity

Appellate Court Case No.:

RECEIVED

Oct 09 2023

S.C. SUPREME COURT

Terrance "Terry" Carrol, ... Appellant,

v.

Debra Mowery, TD Realty, Upstate RE Group,
Hawk Shadow Business Services, LLC, and Debra Mower Realtor, ... Respondents.

APPENDIX

VOLUME II

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October 9, 2023.

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF PICKENS	)	THIRTEENTH JUDICIAL CIRCUIT
TERENCE "TERRY" CARROLL,	)	
Plaintiff,	)	
vs.	)	
DEBRA MOWERY, TD REALTY,	)	
UPSTATE RE GROUP, HAWK	)	
SHADOW BUSINESS SERVICES,	)	
LLC, and DEBRA MOWERY	)	
REALTOR,	)	C.A. No. 2-18-CP-39-00585
Defendants.	)	

The Trial on Merits taken in the aforementioned matter was heard before the Honorable Charles B. Simmons taken before Rachel H. Wood, Court Reporter and Notary Public, at Master in Equity Court, Greenville County Courthouse, 305 East North Street, Suite 313, Greenville, South Carolina, on the 17th day of December, 2019, commencing at the hour of 9:01 a.m.

REPORTED BY: Rachel H. Wood, Court Reporter

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12 (Defendant's Exhibit Number 1 through Number 20 were marked
13 prior to hearing. Defendant's Exhibit 14 was not introduced
14 into evidence.)

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24 (THIS TRANSCRIPT MAY CONTAIN QUOTED MATERIAL. SUCH MATERIAL
25 IS REPRODUCED AS READ OR QUOTED BY THE SPEAKER.)

1 THE COURT:

2 All right. Mr. Burke, are we ready to go on the
3 record?

4 MR. BURKE:

5 Yes, Your Honor. I think we are fine.

6 THE COURT:

7 All right.

8 MR. BURKE:

9 We're getting our client.

10 THE COURT:

11 All right. This is 2018-00585 in the matter of Carroll
12 versus Mowery and others. This is 2018-CP-39-00585.

13 The case is referred and Mr. O'Connell I'll be glad to
14 hear from you, sir.

15 MR. O'CONNELL:

16 Your Honor, may it please The Court. We have asked for
17 a Motion to Compel on the Defendants. And it's based
18 on -- we kept writing the Defendants after filing our
19 Interrogatories and stuff last year. Now, this case is
20 not more than about 18 months old. I beg to differ
21 with the Defendants saying it's over two years old, but
22 it wasn't filed (excuse me, Your Honor) until May 16th,
23 2018, and then amended June 18th of 2018. We did our
24 Interrogatories July 21st and requested for her to
25 produce July 21st of 2018. We did a second set August

1 7th of 2019. I have dug out about 15 letters written
2 to the Defendants' attorney asking for documents and
3 stuff. I can pass this up to The Court as my -- part
4 of my Motion to Compel. Let me --

5 THE COURT:

6 I have no reason to question that.

7 MR. O'CONNELL:

8 Okay.

9 THE COURT:

10 The Motion wasn't filed until was it last week?

11 MR. O'CONNELL:

12 About two weeks ago, Your Honor.

13 THE COURT:

14 All right.

15 MR. O'CONNELL:

16 And the only request is we did the things to the bank,
17 the subpoenas to the bank trying to get their records
18 and we didn't get a one of the bank's records till
19 either last night or yesterday afternoon and there's
20 five, 600 pages on each one of them.

21 THE COURT:

22 Well, were the bank records subpoenaed?

23 MR. O'CONNELL:

24 Well, I subpoenaed them after I couldn't get them from
25 the Defendants and I believe it was the Defendants'

1 duty because they are the ones who could get them
2 quicker than I could.

3 THE COURT:

4 All right. Well, if the bank didn't timely comply with
5 your subpoena then that's certainly nothing the defense
6 lawyers. The bottom line is you're protected on the
7 record and we're going to move into the trial.

8 MR. O'CONNELL:

9 Okay. I appreciate it. Thank you.

10 THE COURT:

11 Yes, sir.

12 MR. O'CONNELL:

13 And, Your Honor, may I have one other -- may I sit
14 during the hearing.

15 THE COURT:

16 Yes, sir.

17 MR. O'CONNELL:

18 Thank you very much.

19 THE COURT:

20 For medical reasons, correct?

21 MR. O'CONNELL:

22 Yes, thank you, Your Honor.

23 THE COURT:

24 All right. All right. You can call your first
25 witness.

1 MR. O'CONNELL:

2 Your Honor, if it please The Court I would like to call
3 Terence Terry Carroll to the stand please.

4 THE COURT:

5 All right. Will you come around, please, sir.

6 MR. BANNISTER:

7 So, Judge, we do have some Motions related to the
8 Cause of Action in this case and to potentially limit
9 the testimony due to the time frame.

10 THE COURT:

11 Mr. Bannister, it's trial day. We're going to go ahead
12 and build the record and you can make Motions at the
13 close any testimony that's appropriate.

14 MR. BANNISTER:

15 Thank you, Your Honor.

16 THE COURT:

17 Thank you.

18 *****

19 TERENCE "TERRY" CARROLL, first being duly sworn, was examined
20 and testified as follows:

21 *****

22 THE COURT:

23 Come around have a seat, please, sir. And if you'll
24 state your full name.

25 THE WITNESS:

1 Terence William Carroll.

2 THE COURT:

3 All right. Thank you. All right, Mr. O'Connell.

4 MR. O'CONNELL:

5 Your Honor, may it please The Court.

6 EXAMINATION BY MR. O'CONNELL:

7 Q. Where do you reside?

8 A. I currently live at 81 Autobahn Road in Ware Shoals.

9 Q. When this Action started were you -- you're a citizen
10 of the United States, is that correct?

11 A. Yes.

12 Q. And you were living in Pickens County?

13 A. Yes.

14 Q. And you were living in Pickens County at least one year
15 prior to filing this Action; is that correct?

16 A. Yes.

17 Q. As far as you know the Defendant Debra Mowery, M-o-w-e-
18 r-y, was a resident of Pickens County also?

19 A. Correct.

20 Q. As a matter of fact, you and she lived together; is
21 that correct?

22 A. Yes.

23 Q. And what was the address of where you lived?

24 A. 109 Linda Lane, Easley.

25 Q. Okay.

1 A. 29642.

2 Q. The other Defendants TD Realty, what is your
3 relationship with TD Realty?

4 A. That was the -- well, TD stands for Terry/Debra. We
5 started up a real estate company to -- to -- because we
6 were buying rental houses, so we started -- TD Realty
7 was supposed to take -- take the income from the rental
8 houses and that was -- that was our -- that was our
9 business for the rental properties.

10 Q. Okay.

11 A. All the -- all the houses were supposed to be titled in
12 that business and -- and that never happened.

13 Q. Okay. What is Upstate RE Group?

14 A. That was a brokerage, a real estate brokerage firm that
15 we started in our basement with Cole Reynolds. He was
16 the broker-in-charge. We paid -- we paid for Cole to
17 get his business license and -- I mean his brokerage
18 license and then we -- we -- I remodeled the basement.
19 First, I remodeled the basement as the living quarters
20 for our house and then I remodeled it as an office when
21 we opened the brokerage -- the brokerage in the
22 basement.

23 Q. And what is Hawk Shadow Business Services, LLC?

24 A. That's Debra -- Debra started that business as a tax
25 preparation business service business.

1 Q. And last but not least, Debra Mowery Realtor?

2 A. That was the -- that was -- she was getting tired of
3 doing the tax business and we -- we wanted -- actually
4 -- we were buying -- we were buying so many houses and
5 looking at so many houses, every time we put in an
6 offer for a house they would come back say, "Oh,
7 there's an offer already pending or a contract
8 pending," or they would say there was multiple offers.
9 So we decided that we would get her her -- her real
10 estate license so that we would have access to the MLS
11 and we would find houses as soon as they came on the
12 market.

13 Q. Okay.

14 A. And so we paid for her to get her real estate license
15 and for her to have access to the MLS she had to go to
16 work for a broker, because you have to work for a
17 broker for two years before you can -- can be on your
18 own.

19 Q. Okay.

20 A. So she went -- she went to work for Charter Realty and
21 from them she gets a 1049 or a 1099. I'm not sure
22 which tax form it is, but it's for her taxes. She had
23 to have a separate business, so we started that
24 business so that she could get her checks from Charter
25 deposited into that account.

1 Q. Okay. When did you first meet the Defendant Mowery?

2 A. Well, the first meeting, actual meeting it was phone
3 calls. The first meeting was her and her friend,
4 Sandy, went on a -- on a bus ride, one of those bar-hop
5 bus ride things. And the very first meeting she called
6 me when she got back from that to come pick her up and
7 that's what I did. I went and picked her up and that
8 was our very first meeting.

9 Q. What year was that? Approximately what year was that?

10 A. I think it was 2005.

11 Q. Okay.

12 A. It may have been 2006.

13 Q. Did there come a time when you got more close to Ms.
14 Mowery?

15 A. We were close from that day on actually, but it just
16 naturally progressed as relationships do, and -- and we
17 ended up moving in together and -- and decided that we
18 were going to be together forever. I mean we were --
19 we were talking marriage and -- and the relationship
20 just grew.

21 Q. Okay.

22 A. And we've been together ever since.

23 Q. Where did all this occur? Where were you located when
24 all this occurred?

25 A. Hartford -- Hartford County, Maryland.

1 Q. Okay. Did you buy or get a residence up there in
2 Maryland?

3 A. Yes. First we rented a house, a duplex. And then --
4 I don't like rent, so we decided we were going to buy a
5 house. And this house came up right on our street and
6 -- but it was a cash only house. And so we talked
7 about it and -- and we agreed that -- that Debra would
8 buy the house and I would fix it. Fix it up, because
9 it wasn't financeable. You couldn't finance the house.
10 I'm sorry I have a dry mouth. And so she bought -- she
11 bought the house and she -- she got a mortgage on it.
12 I'm not sure how she did it, but the bank -- she
13 actually got a mortgage on our rental unit that we were
14 renting. I don't know how she did that, but -- or at
15 least that's what's on the contract. The -- the -- the
16 deed from the bank and it has our address of the rental
17 house. And -- but later it was corrected to the house
18 that we bought, which is 4548 Church Street. She
19 corrected it. Somehow she increased the mortgage
20 amount. The original amount was 25,000 and somehow she
21 got it up to -- she went and increased it to over
22 31,000.

23 THE WITNESS:

24 May I have a drink?

25 THE COURT:

1 Oh, yes, sir. Yes, take your time.

2 THE WITNESS:

3 My mouth is really dry.

4 Q. Okay. Go ahead.

5 A. And so that's what happened. She bought the house and
6 I think she took money out of her 401(k) and I really
7 don't know exactly how she -- she bought the house,
8 because that wasn't my part of our agreement. Her side
9 was to buy the house and my side was to fix it up and
10 that was to do everything. And I bought materials for
11 the house and -- and completely totally rehabbed it.
12 It was -- we had to put all new heating in it, all new
13 wiring, all new plumbing. I added a whole full
14 bathroom, a whole full shower, everything. Redid the
15 floors. I added crown molding. I added closets. Just
16 a total rehab. I have pictures of the house in your
17 book here. And it came out beautiful. Everybody --
18 everybody commented on it, how beautiful it was. And
19 -- and so I took care of my half and we lived there.
20 And we -- we agreed that it was our house. We shared
21 it. It was our house.

22 MR. BANNISTER:

23 Judge, I'm going to add an objection just for the
24 record. He's talking about something that happened
25 back in 2006 in Maryland. One of our procedural issues

1 was that the Statute of Limitations would limit him
2 from that. I won't raise that objection again if I
3 could just be protected on the record.

4 THE COURT:

5 Yeah, if we can kind of move from 2005 and '6 up to the
6 relevant time period.

7 MR. BANNISTER:

8 Thank you, Your Honor.

9 MR. O'CONNELL:

10 Your Honor, I will put on the record I have to show the
11 history of trust and the relationship --

12 THE COURT:

13 I understand.

14 MR. O'CONNELL:

15 -- being built up here.

16 THE COURT:

17 So let's flip the calendar pages a little quicker then.

18 MR. O'CONNELL:

19 Your Honor, I tried to explain to my client he had to
20 speak up and tell the story.

21 THE COURT:

22 That's fine.

23 Q. Let's move up to 2010 then. What happened in 2010
24 relevant to this case?

25 A. What in 2010?

1 Q. Were you involved in a car accident or something?

2 A. Oh, yes. I was driving Debra's Jeep actually to go get
3 a part. I was in a car accident and broke my ankle in
4 three places. And then after like two years later I
5 got a settlement from that. It was 117,000 and change.
6 I can't remember. It was closer to 118 or \$117,000.

7 Q. What did you do with that money?

8 A. I deposited it half into my checking account and half
9 into my -- I started a savings account because that was
10 back when the economy was really bad and we didn't know
11 what was going on. We discussed it and so what we
12 actually did when I went to the bank I was going to get
13 half of it in cash and we were going to put it in a
14 safety deposit box, but the bank wouldn't cash that
15 much money because it was like \$60,000. They said they
16 wouldn't have that much cash. And what they did was
17 she told me, the lady at the bank, Tracy, told me to
18 just open -- open a savings account and just pull the
19 money out. Over the course of the next month just pull
20 it out in little amounts and put it in a safety deposit
21 box and that's what I did.

22 Q. What did you do with the money?

23 A. I put it in the safety deposit box.

24 Q. Okay. After that what did you do?

25 A. At MBRS. That was we had a shared account at MBRS and

1 I put it in the safety deposit box at MBRS and in that
2 account.

3 Q. In 2010 you were still with Ms. Mowery; is that
4 correct?

5 A. Correct.

6 Q. In 2010 did you and she enter into any agreement to buy
7 a house, or get another house, or anything?

8 A. Yes, we -- well, since I had all this money and the
9 first house worked out so good we decided we were going
10 to buy another house as part of our -- our retirement.
11 And we looked around Maryland. We looked at so many
12 houses and we put in offers on a few. And just the
13 same thing with the real estate agents, we kept getting
14 multiple offers or it's sold and the same thing
15 happened again. And so that's part of the history of
16 why we got Debra's license.

17 Q. Okay. What happened to that house?

18 A. Which -- which --

19 Q. The one you bought in 2010?

20 A. Oh, we bought -- we didn't buy a house in 2010.

21 Q. Okay.

22 A. It was 2015. We bought a house -- actually we went --
23 we went to Florida and looked at a house there because
24 I bought -- I bought a Hatteras motor yacht there, a
25 53-foot. And so we went to -- we went to Florida and

1 while we there we really liked the area and after the
2 boat deal was through, because the boat was in
3 Maryland, but -- but the guy that owned it was in Vero
4 Beach. So we went to Vero Beach and did that deal
5 there and I paid for the whole trip and we stayed at
6 really nice motels and rented a convertible and had a
7 really nice trip. And then we came back and we
8 actually had -- when we -- when we came back we had put
9 in an offer for a house there for 90,000, and they told
10 us that it was denied. You know they told us like four
11 times it was denied and then when we came back to
12 Maryland she actually called me the next day and said,
13 "Terry, they accepted your offer," and I said, "We're
14 not interested anymore. We're back in Maryland now,
15 we're looking at other stuff." And so that house fell
16 through and then after that we -- I guess to move
17 along. My brother and sister -- my sister and brother-
18 in-law moved to Easley and so we helped move them here.
19 And while we were here we saw so many vacant houses we
20 was just like this is the perfect market. So that's
21 what we did. We scheduled appointments with Gary
22 Thompson, he's one of my witnesses, to look at houses.
23 And so after we -- after we moved my brother-in-law and
24 sister here and we went back to Maryland I was in
25 contact with Gary back and forth and he was sending us

1 properties and I was sending him properties that I was
2 looking at different sites, and we scheduled to come
3 back and meet with him to look at -- look at
4 properties. And that's what we did and he ended up
5 showing us the 109 Linda Lane house, which is the one
6 we ended up buying.

7 Q. Okay. Where did the money come from to buy that house?

8 A. It came out of -- it came out of our joint account at
9 MBRS and I -- I believe what actually happened was
10 Debra did all the paperwork for our relationship. That
11 was her side of our family. She did the -- she did all
12 the paperwork, because she had the tax service business
13 and she was supposed to be good at it. But I believe
14 she got a loan from AgFirst. I think it was AgFirst
15 and deposited that into our joint account at MBRS and
16 we paid for the house at Linda Lane out of that. And
17 after that I moved here. She stayed in Maryland and I
18 moved down here to rehab that house, which I totally
19 rehabbed it. Everything. New plumbing, all new
20 plumbing. I added all new -- a whole new bathroom. I
21 added a whole full closet in the -- in the master
22 bedroom. I added another closet. I redid the basement
23 because the basement was unfinished. I mean it was
24 bad. I completely refinished the basement. I added a
25 new exterior door so that she had a separate, because

1 it had like an in-laws -- the basement was set up --
2 it used to be a garage, but it was set up like a living
3 quarters on one side and then like a mother-in-law
4 suite on the other side with a separate bathroom, but
5 it didn't have an outside entrance. It only had an
6 entrance to come from downstairs. You could only get
7 in one way. And none of that was finished anyway. It
8 was just set up for it. So I completely redid all
9 that.

10 Q. Okay. How was the Linda Lane house paid for? Where
11 did that money come from and who put the money into it?

12 A. It was cash -- it was a cash purchase, because that's
13 when we got our better deals. It was like 61,000 for a
14 four-bedroom. So that's how we made our money was --
15 was we would pay cash for the house and then I would do
16 all the work to fix them up. And the equity in the
17 house would jump 100 -- you know, over 100 percent. So
18 that was my side of what we were doing. And the money
19 came from that loan that we got. And the -- it was
20 deposited to our joint MBRS account and that's where
21 the money came from, out of that account to pay for the
22 house. We were trying to keep it -- that business side
23 organized and that was the account that was used for
24 the housing. And what happened was -- well, that house
25 in Maryland, I've got to back up, because the house in

1 Maryland this is important. With my settlement money I
2 paid off the first house. She was supposed to buy it,
3 but she -- she got a mortgage for it. And she came to
4 me and she said that she couldn't afford the mortgage.
5 When I got my settlement I went down to the bank and
6 asked them how much was the balance on the mortgage and
7 they told me. It was 31,000 and change. And I wrote a
8 check right there at the bank, right there to them to
9 pay the mortgage off. So the house was free and clear
10 at that point in Maryland. And that's when we decided
11 to buy another house. So I was getting ahead of myself
12 there. That's an important fact I think. And I also
13 gave her \$5,000 to inject into her Hawk Shadow business
14 and I injected \$5,000 into my boat rental business. So
15 there was \$40,000 spent right there in -- in the same
16 day. And so the house was free and clear. Then she
17 got another mortgage on the house in Maryland to buy
18 the house in Easley. That's where -- that's where that
19 mortgage came from. It came because we -- we spent all
20 my cash that we were going to use to buy a house to pay
21 off that first house and then we bought the house on
22 Linda Lane with another mortgage. When we sold our
23 house in Maryland, when we moved here, that mortgage
24 got paid off. So, again, we had a four bedroom, three
25 and one-half bath -- or a bathhouse with no mortgage,

1 no nothing again. And we had \$71,000 in the bank.
2 That's was all from my labor. That's where all that
3 money came from.

4 Q. Okay. During this time didn't you buy some kind of car
5 that is subject to this suit?

6 A. Yes. Actually that was before we bought -- I bought a
7 convertible Jaguar at an auction. We were -- we were
8 working on the house in Maryland, my brother and I, and
9 -- and I saw it online because I used to go to auctions
10 a lot. I used to find and sell a lot of stuff at
11 auctions as a matter of fact. And I found this Jaguar
12 on auction and I -- I used to have a Porsche 928 and
13 when I bought that car I was flipping between, well, do
14 I want the Jag or do I want the Porsche, but at that
15 point I was more into sport cars. Later in life I was
16 more into the convertibles. So when that came up for
17 auction we -- Debra and I had stayed out one night at
18 Joe's Crab Shack grand opening and we got free crab
19 legs for a year. So we were going to go -- I kind of
20 sprung it on her. We were going to take my brother to
21 Joe's Crab Shack to have dinner and on the way there I
22 said I want to stop by and look at this car on the way
23 and that's what we did. We went to the auction. I
24 ended bidding and winning the auction and I paid a \$500
25 deposit that night because they said it had to be in

1 cash. So I asked the auctioneer and she said -- I
2 said, "Well, I don't have that much cash with me and
3 they won't let me pull it out of the bank." And she
4 said, "We just need a \$500 deposit." So we went right
5 down to the ATM, which is right down the street.
6 That's in the book, the records of that. To the ATM
7 and I pulled out \$500. I put -- put the \$500 down, bid
8 on the car, won the car, and then the next day I gave
9 Debra \$10,000 cash. I pulled that out of my account.
10 That's in the records as well. And she and her friend
11 Debbie Tokash made a day of it and drove down and
12 picked the car up and brought it back the next day.

13 Q. Okay. And so far the first nine exhibits or eight
14 exhibits are in our Exhibit Book for The Court; is that
15 correct?

16 A. Correct.

17 Q. And is that --

18 A. All -- all the facts are in the notebook for you.

19 Q. And we've actually given a copy of the book to the
20 Defendants here; is that correct?

21 A. Yes.

22 Q. Okay.

23 A. His book is lined up exactly with the Judge's book.

24 Q. Okay. Well, let's get to the almost present now. Did
25 you say it was 110 Linda Lane?

1 A. 109.

2 Q. 109 Linda Lane. Did you live at 109 Linda Lane?

3 A. Yes, I lived there before Debra did because we weren't
4 -- we weren't -- Linda Lane was originally going to be
5 an investment property. So I came here, traveled back
6 and forth, to see her and her daughter, Taylor. My
7 daughter Taylor. And she stayed in Maryland. And one
8 time on one of her trips here she just liked this house
9 so much better and liked the area so much better we
10 decided to sell the house in Maryland and move here and
11 that's what we ended up doing. So I went back to
12 Maryland and -- and did the little minor -- little
13 tiny, minor things that we had to do to sell it and we
14 ended up -- we bought it for 61,000 and we sold it for
15 169, so that tells you how much worked I did on it.

16 Q. Go ahead.

17 A. And, in fact, when the Realtor came to look, the
18 Realtor and Debra, they wanted to sell the house for
19 149 and I said, "No, that's too cheap." I said, "It's
20 way too cheap." I was killing myself.

21 Q. How long did you reside at the 109 Linda Lane?

22 A. Well, when I first came down it was almost six or seven
23 months before we decided to move and then we moved in
24 -- in 2015 is when we actually moved. And -- and 2018
25 is when she -- she forced me out.

1 Q. Okay. So you were living there about two years or
2 three years; is that correct?

3 A. Yes.

4 Q. And there was no mortgage payments, or rent payments,
5 or anything; is that right?

6 A. At first there wasn't, but eventually -- eventually we
7 got a line of credit on the house. But -- there was
8 actually like two lines of credit. We ended up paying
9 one line credit off with the second line of credit.
10 But when we sold the house -- when we sold the house in
11 Maryland that generated 71,000 in cash. And so we had
12 71,000 in the bank and change. I don't remember the
13 exact number in our -- in our joint MBRS account. No,
14 I'm sorry, the BB&T account. Yeah, the BB&T account.
15 Debra Mowery and Terence Carroll on the account and I
16 think the account number was 80 -- the last four are
17 8910 I think is what it is. And so the house in
18 Maryland was paid off. The mortgage on the house was
19 paid off and we ended up having the 71,000 in the bank.
20 And when we did that we decided to -- we needed to get
21 another house. We needed enough -- we wanted to get
22 rental properties. That was our whole plan. So I
23 found a property online on an auction, which I always
24 did. And we actually submitted an offer for that house
25 and it was denied. And this was before Debra got her

1 -- her license and -- or it might have been right
2 around the same time, but she wasn't -- she wasn't --
3 she wasn't a Realtor yet, because what happened was
4 when we -- when I found the first one on the auction I
5 called Gary, our Realtor, and I asked him if he wanted
6 to represent us and he said, "You're better off to just
7 doing it yourself. It's an auction is easy. Just go
8 on in and put in what you want to pay for it and you
9 don't have to -- I won't have to get a commission out
10 of it." So that's what I did. I registered for the
11 auction. I signed up for it. We -- we put in a pre-
12 auction offer. That was denied. And when the auction
13 came around we ended up getting it for \$10,000 plus --
14 including all the fees. So we got a nice house for ten
15 grand, which was pretty good.

16 Q. What was the address of this property?

17 A. That's the 204 South 9th Street.

18 Q. South?

19 A. South 9th Street.

20 Q. 9th Street.

21 A. I'm sorry.

22 Q. Did you do any work on this house or any labor?

23 A. Yes, I totally rehabbed that one. We -- I was still
24 doing some other stuff, because -- well -- yes, and we
25 discussed it and we -- we decided my brothers are in

1 the industry as well. So we discussed it and we wanted
2 to get the house for rent and have that money coming on
3 monthly. So we -- I called my brothers and my nephew
4 and they -- my sister was actually doing her house at
5 the same time, so they were coming back and forth to
6 help her. And I asked them if they wanted to come work
7 for us and we agreed how much we were going to pay them
8 and -- and set them up and they came over and just
9 slammed it out in a month. They didn't do everything.
10 I still had about a month's worth of work to do, but
11 that's all we could really afford to pay them is for
12 that one month. And they redid the roof, a whole new
13 roof on it. We completely gutted the whole thing. All
14 new drywall practically. I think there was two walls
15 that we didn't put new drywall on, but completely -- I
16 completely redid the bathroom. The major things that
17 they did was the beaming underneath it because the
18 floor was -- was falling in basically. So it needed to
19 be resupported. So we put a beam in. We put pillars
20 underneath.

21 THE COURT:

22 Mr. O'Connell, is the beam and the roofing and what
23 they did, is that relevant to the bigger picture of
24 what the issues are?

25 MR. O'CONNELL:

1 Yes, Honor, if I may.

2 THE COURT:

3 All right. Then let's move on.

4 MR. O'CONNELL:

5 That's part of his Quantum Meruit argument is he did
6 labor that he wasn't paid for.

7 THE COURT:

8 All right.

9 MR. O'CONNELL:

10 On both houses by the way. All three of them.

11 THE WITNESS:

12 All four.

13 Q. Okay. So you did labor and work. Who paid for like
14 the materials and such?

15 A. That came out of our joint account.

16 Q. Okay.

17 A. The first -- the very first one that came out of my
18 account and her account. I mean it was just whoever.
19 If we saw something we wanted it, we would buy it, but
20 we had a joint account that we paid most of that out
21 of.

22 Q. Okay. And do you know how much that house -- is it
23 rented?

24 A. Yes, it was rented from the first day. It was 800 a
25 month.

1 Q. 800 a month. Did you take any of that rent money? Did
2 you get any of that rent money?

3 A. I picked the rent up every time and I took it and
4 deposited in the TD account. Every -- every month or
5 the -- the renters came to me. Every once in a while
6 they would go see her, but usually I was the one
7 dealing with the tenants. I did all the showings for
8 the rental. I communicated with them. I was the one
9 that actually listed it for rent and then after --
10 later after we started our -- our real estate business,
11 Upstate RE Group, we advertised it through that, but I
12 still did the showings for it.

13 Q. So you advertised the 10 -- the 9th Street property?

14 A. Sure. The 20 -- 204 rental house. We -- we -- we
15 advertised that through the Upstate RE Group.

16 Q. Okay.

17 A. Just for rent when it came -- when it came vacant, but
18 it never stayed vacant. I mean it was -- it was rented
19 almost every month.

20 Q. Is that all bought and paid for by now?

21 A. Yes, we paid cash for it, 10,000.

22 Q. Is anything owed on it?

23 A. That came out of our joint account as well. Out of the
24 proceeds from the sale of that Maryland house. That's
25 where that 10,000 came from. It's in the -- you can

1 follow it in the bank statements, in the -- in the
2 folder. You can see where the money went in and you
3 can see where the money came out.

4 Q. And that's part of the book, what we gave the defense?

5 A. Yes.

6 Q. Let me ask you: What do you think the house on 10 --
7 well, Linda Lane, I'll call it, what you do think it's
8 worth?

9 A. It's a four bedroom with a -- with an in-law suite with
10 a separate door. I think it's worth at least 220. At
11 least

12 Q. 220,000?

13 A. And I put a full addition on it as well. A 14-by-14
14 addition and a 14-by-25 deck. That's right when I was
15 working on those is when I was forced out.

16 MR. BANNISTER:

17 Judge. I have an objection.

18 THE COURT:

19 Yes, sir.

20 MR. BANNISTER:

21 He's not the owner of the property and he can't testify
22 to the value unless he's a licensed appraiser.

23 MR. O'CONNELL:

24 Your Honor, he worked on the property. He bought --
25 they bought it together. Just because it's held --

1 THE COURT:

2 I understand. But Mr. Bannister's objection as I
3 understand it is that the case law in South Carolina is
4 if you're an owner you can testify to the value, if not
5 then you have to be a licensed appraiser. So how do
6 you get around Mr. Bannister's objection?

7 MR. O'CONNELL:

8 Because he was supposed to be an owner and his name was
9 just not put on the property.

10 THE COURT:

11 Mr. Bannister, I'm going to allow it for the limited
12 purpose if the evidence establishes he had an equitable
13 ownership interest in it then I think it's appropriate,
14 but otherwise I will sustain your objection subject to
15 --

16 MR. BANNISTER:

17 Thank you, Your Honor.

18 THE COURT:

19 -- evidence as we move ahead.

20 THE WITNESS:

21 Well, I can give a little testimony to that.

22 THE COURT:

23 Well, you have got a lawyer who is going to make sure
24 all that -- all the bases are touched. Okay.

25 THE WITNESS:

1 I'm sorry.

2 THE COURT:

3 No, that's fine.

4 Q. Okay. Then so 109 -- I've got a Linda Lane property.
5 I've got a 9th Street property. Any other properties?

6 A. Yes, right after we bought the 9th Street property it
7 was -- I think it was in that following week another
8 house came up on the auction site that I visited
9 routinely and I really liked it. It was right around
10 the corner from our other house. It was keeping all
11 our houses and so I showed it to Debra and she really
12 liked it because it had a pool. But it was a cash only
13 as well, as every house we bought. All of them were
14 cash only because that's how we made our money, was
15 we'd buy them cheap and I'd do all the work and -- and
16 sell them high. I mean that's how you do it. And so
17 539 Pope Field Road is the house that came up on
18 auction and we ended up winning that one. I did all
19 the bidding. All the -- all of the -- I registered for
20 the auction and the only thing we did was put the
21 titles in her name. We did that deliberately. We
22 talked about why we were going to do that. She did all
23 the paperwork for -- for our family. She did
24 everything. She filed all taxes. She did it all
25 because I'm not good at it as you can see. What

1 happened was with the first house we put that in her
2 name and it worked out fine. So -- so when we bought
3 the house here the reason -- I think it's important to
4 let you know why we did that. When we bought the house
5 here she was going to be in Maryland and I was going to
6 be here. So we put the house strictly in her name so
7 that I wouldn't have to travel back and forth if there
8 were documents you had to sign, if we were going to get
9 a mortgage, if we were going to get another loan. We
10 didn't want to be faxing or traveling back and forth or
11 whatever. And that was the whole reason why we put it
12 and we started the TD Realty to put all of these -- all
13 of these business houses were supposed to be put in
14 that company name. And I was supposed -- it was
15 Terry/Debra. I was supposed to be on there and I just
16 found out that I'm not even listed as an owner on that
17 business.

18 Q. Is that because of her expertise doing what?

19 A. That's what she does is paperwork. I mean business
20 services. When I met her that was her business that
21 she had started and throughout the years I just gave
22 her money and -- to put into her business when she --

23 Q. Okay. During --

24 A. When I first met her the business, the Hawk Shadow
25 business, she had an office and I think three

1 employees. And she had to get rid of the employees one
2 by one. They went. And then she had to get rid of the
3 office and then I made an office in the third floor of
4 our house so that she could still run her business out
5 of our house. And then when we -- when we moved --
6 when we moved here, you know, she went from three
7 employees down to just her. When we moved here I -- I
8 -- I set up the in-law suite as her office. That's why
9 I put that exterior door on there so she could have
10 clients come and go without having to go through our
11 house. So I put a full exterior door on there and
12 crown molding, and chair molding, and all kinds of
13 beautiful moldings.

14 Q. Didn't you put a deck on some house? Which house did
15 you put the deck on?

16 A. Well, I repaired the deck on the rental unit, but I
17 built a deck. When we -- what happened was after we
18 bought the house on Pope Field and that came out of the
19 same joint account, that money. You can see that in
20 the bank statements. Well, when we bought the house at
21 Pope Field and I started renovating it we just got
22 looking at it. It was a smaller house, but it had a
23 pool, and we decided we were going to sell the Linda
24 Lane house and move into the Pope Field house. And
25 just make it into a really nice -- really nice two --

1 two-person house. And so I started doing that and when
2 we decided to do that to increase the value of the
3 Linda Lane house, because I wanted to get 220 for it we
4 decided to put the addition on the kitchen and the big
5 deck because it had a huge deck on it when we bought
6 it, but it was rotten so I tore it all off. And -- and
7 so I put a 14-by-25 deck, a beautiful big deck, and the
8 14-by-14 addition. And during -- before I could
9 complete it is when she forced me out.

10 Q. Okay. Let's talk about this being forced out. What
11 happened? Can you tell The Court what happened as far
12 as you know?

13 A. She just -- she wasn't happy. She was just not happy
14 with me, or not happy with her, or not happy with us.
15 She just was not happy and she came to me and said she
16 -- she wanted to see other people. And I mean we
17 weren't fighting that night. I'm not saying we didn't
18 fight before, but we weren't fighting that night. We
19 were talking and she just said that she wanted to split
20 and we said, "Okay. Well, what are we going to do with
21 all our assets?" And we said we're going to split them
22 50/50 and just move -- and just go on and that's what
23 we -- that's what -- that night that's what I thought
24 we were going to do. And I'm like, "Okay. Let's call
25 it quits and let's go." And the next day I went to put

1 gas in my truck and my credit card was canceled.

2 Q. Then what happened?

3 A. Well, I'm like this ain't no good. Then I went to put
4 gas on the other card. These are cards in my name.
5 They weren't in -- they were in my name. And I went to
6 use the other one and it was canceled. So then I went
7 down to the bank. It might have been -- I don't know
8 if I went to the bank that day, but it was that stretch
9 of two or three days, whatever it was. It was right
10 after she told me that she wanted me to leave. I
11 couldn't -- I didn't have access to the bank account.
12 My name was off the bank account. And I'm like, "How
13 in the world? What is going on here?" So then I went
14 back to the safe, to the house to get cash out of the
15 safe, because I put a safe in the house to keep the
16 cash in because most -- a lot of my business was with
17 cash, and I went back and opened the safe and all the
18 cash was gone out of the safe.

19 Q. What happened to the Jaguar?

20 A. She took the keys. She took the keys to everything.
21 She took the keys to the lawn mower.

22 Q. What about your --

23 A. I couldn't even cut the grass at the properties.

24 Q. What about your work van, or work shed, or whatever
25 it's called, work trailer?

1 A. That -- that -- that was -- well, when we -- we moved
2 here we discussed it and we decided that we were going
3 to buy a trailer rather than rent a truck, because it
4 was going to take three or four trips to move all our
5 stuff here from -- from Maryland to here. A U-haul
6 truck would have been really expensive, so we just
7 decided to buy a cargo trailer. So I went down to -- I
8 -- I shopped around first to find the best deal and I
9 ended up buying one in North Carolina. So I took cash
10 out of the safety deposit box and I went and bought it
11 and that was my cash. And then -- then -- because our
12 reasoning was we would use the trailer to move us back
13 and forth and then I could put all my tools in the
14 trailer and park it at the houses I was working at so I
15 wouldn't have to have another storage unit or whatever.
16 And so we bought the trailer, moved us down, and then I
17 put all my tools in the trailer and it was parked in
18 the -- in the yard. And then after we split and
19 between the lawyers and all I asked to take it and she
20 denied me, so it sat there for a year and then I just
21 went and took it because I called the sheriff and the
22 sheriff told me to go get it if it had your tools in
23 it. So that's what I did and it's a good thing because
24 she was starting -- starting -- start -- somebody had
25 cut my lock off the back. A lot of my tools were

1 missing out of it. And so it was a good thing I did go
2 and get it.

3 Q. Do you know what happened to the Jaguar?

4 A. She's still driving it as far as I know. I seen her
5 driving it the last few days.

6 Q. Have you seen --

7 A. It's parked at the house. Because originally --
8 originally they said they would give me back anything
9 that I could produce a receipt for, which she knew I
10 didn't have any receipts because she kept them all
11 because she did the taxes. But she didn't know that I
12 had a copy of the receipt for the -- for the Jaguar and
13 it has my name on it, Terry Carroll, paid cash. And
14 she denied to give me the car. So I got nothing. She
15 took -- she took -- she took the houses, took the car,
16 took the bank accounts, took the cash out of the safe
17 and -- and left me (witness getting emotional).

18 Q. Okay. Answer this: As part of being removed from the
19 premises was a suit filed in Magistrate Court?

20 A. I'm sorry. She left me to fend for myself.

21 Q. Were you evicted from the property?

22 A. I'm sorry?

23 Q. Were you evicted from the Linda Lane property?

24 A. She tried to have me evicted and -- and we went to the
25 Magistrate and he saw what was going on and -- and he

1 told me -- he looked me in the eye and he said, "Mr.
2 Carroll, I can't express how important it is --"

3 MR. BANNISTER:

4 Judge, I'll object to whatever the Magistrate said.

5 THE COURT:

6 Okay. You can't say what somebody else says.

7 THE WITNESS:

8 Oh, okay. I thought it would be in the transcript.

9 THE COURT:

10 Okay.

11 Q. What has occurred since then?

12 A. Anyway it was dismissed.

13 Q. What has occurred since then?

14 A. I'm sorry?

15 Q. What has happened since then?

16 A. Since then it's been a battle just to try to get my
17 personal property. I still have Christmas decorations
18 from my grandmother that are in the attic. I still
19 have -- and -- and she went through everything before
20 she would let me pick up anything. She -- she wouldn't
21 even let me see what was still in the house that
22 belonged to me. She just went through it and set it
23 out for me. "Here to go get it." And -- and that's
24 basically what I did and that's why we're here.

25 Q. So you're asking The Court to equally divide the

1 property up; is that correct?

2 A. I'm asking that I get a -- I think what's fair is that
3 we split like the properties like we agreed and I'm
4 also looking for mental anguish and I have actual
5 damages, too, because I had to -- I had to rent a
6 place. And I had to pay for hotels, because if it
7 wasn't for my sister and brother-in-law I would have
8 been on the street. And I had to -- when she -- when
9 she did all this stuff to me, she did all these things,
10 made up all these stories to -- to make me look like
11 somebody I'm not.

12 Q. During your relationship with Ms. Mowery did you have
13 any kind of relationship with anybody else other than,
14 you know, just talking and acquaintance type?

15 A. No.

16 Q. I'm talking about sexual relationships or anything of
17 that nature?

18 A. There was no actual -- no actual intercourse, no. It
19 was all just flirting. We were big flirts.

20 Q. You were a big flirt?

21 A. Both of us were.

22 Q. Okay. So what do you think based on your knowledge of
23 the situation, what do you think the amount you should
24 be getting is?

25 A. Well, I -- I'm thinking half of the property. The

1 values of the properties alone is probably close to
2 300. Somewhere around 300,000 and then whatever we're
3 were suing for -- for mental anguish and damages and
4 the lack of use of my car. The lack of use of my
5 funds. I've been -- I've been basically put -- put in
6 limbo for a year and a half because I have nothing -- I
7 had nothing but what was in my wallet is what she left
8 for me. Well -- and there was money I had from selling
9 my boat. That was \$2,500, which was the only money I
10 had, was \$2,500 from the sale of my boat. I sold the
11 boat because she came to me when I was building the
12 addition. She came to me and said that we didn't have
13 money to buy the windows for the addition. I said,
14 "Okay. Well, I'll sell the boat and get the money,"
15 because we were trying to get the addition done so we
16 could sell Linda Lane and then we would be -- we would
17 have money. Lots of money again. And so I sold the
18 boat and bought -- I went and bought the windows. We
19 installed the windows and that was the only money left.
20 It was like \$2,500 was the only money I had, which
21 thank God I had that.

22 Q. Okay. During this time, say from 2010 on were you
23 filing income taxes?

24 A. No, she was claiming me as a dependent. We -- she --
25 she said that was -- that was how we would maximize our

1 returns is if I was claimed as a dependent. Because it
2 didn't really look like I had an income because I was
3 working on our houses. That's what I did every day. I
4 wasn't -- well, I did do a couple of side jobs when she
5 said she needed some money. I would go find something
6 to do. I did -- I did one bathroom. I did a
7 contracting job and all that money went into our
8 account which she used to pay bills with.

9 Q. So you weren't like a "boy toy"?

10 A. I didn't get a -- I didn't get a paycheck or anything
11 like -- no. It was just if I needed something I went
12 and bought it. It was my account. It was my money as
13 much as hers. It was -- it was -- we had a shared
14 account. That's what it was for. So I did not get a
15 paycheck or -- or nothing.

16 Q. And those tax returns are also part of your exhibits in
17 that blue notebook up there; is that right?

18 A. Yes, but I don't know how accurate they are because
19 they don't -- some of them -- some of them say they
20 were prepared in 2019. So -- and she -- I don't -- I
21 don't know where she got them from. They don't say.
22 The ones that I've always seen she has say client copy
23 stamped across it or they sale file copy stamped across
24 it. One of those says client copy stamped across it,
25 but all the other ones don't have nothing stamped and

1 some of them aren't even signed. And two of them have
2 2019 dates on it and one of them was from 2016 I think
3 and the other one was 2015. That shows she just --
4 according to the dates it shows she just prepared them
5 that -- two months -- it was one month before we had
6 our first court hearing that we requested them in
7 Discovery. So it looked like she just went in and did
8 something. I don't know what she did. The dates were
9 wrong. And when I went to through the bank accounts,
10 with what little bit of time I had to do it, the bank
11 account -- the deposits from the State Treasury and
12 1040 they don't match up the tax return, so I don't
13 know if they're accurate or not. I don't know what
14 they are.

15 Q. What about the QuickBooks something they sent us in
16 Discovery?

17 A. They sent those -- they sent us saying that was -- that
18 was the only bank statement she could get was -- she
19 did everything in QuickBooks, because we requested --
20 we requested the bank statements from day one and they
21 just kept giving us excuses of why they couldn't give
22 them to us. First -- first -- first they said that
23 they gave them to us. Then when we requested them
24 again they said, "Are you sure we didn't give them to
25 you? You'd better check again." So I checked again.

1 No, they're not in there. Then we sent them another
2 saying we still don't have them and then they said that
3 she doesn't have bank statements because she does all
4 QuickBooks and I said that's not true. That's how she
5 enters the QuickBooks. She gets the bank statement and
6 she goes through and she adjusts the QuickBooks. And
7 then when we told them that they sent us another letter
8 saying that I left the bank statements out in the rain
9 and that's why they don't have them. And I'm like I
10 haven't even been in the house. How am I going to
11 leave them in the rain? And then the last time they
12 said that if we wanted them we'd have to subpoena them
13 and that was like a month ago and that's what we did.
14 We subpoenaed them and we just got some last night and
15 I've been going through them and they -- they show
16 exactly what I'm telling you.

17 Q. Okay. Did you come across a mortgage that was for a
18 piece of property you guys owned that had Debra Mowery,
19 a married individual?

20 A. Yeah, that was the mortgage for -- I'm pretty sure
21 that's our line of credit.

22 Q. And the reason you bring that up because it says Debra
23 Mowery, a married individual; is that correct?

24 A. Correct.

25 Q. Showing that she considered herself being married; is

1 that right?

2 A. We considered ourselves as married.

3 Q. Okay.

4 MR. O'CONNELL:

5 At this time answer any questions the Defendant has for
6 you.

7 THE COURT:

8 All right. Who is going to do the cross?

9 MR. BANNISTER:

10 I am, Your Honor.

11 THE COURT:

12 All right.

13 MR. BANNISTER:

14 Thank you, Your Honor.

15 EXAMINATION BY MR. BANNISTER:

16 Q. You're not taking the position today that you-all are
17 married, are you?

18 A. We acted just like we were married. We talked about
19 it. We were planning -- we were -- when we first
20 talked about it we were planning on going to the
21 islands to get married and we wanted to make sure we
22 had enough money to do the ceremony is what I'm talking
23 about. We wanted to make sure we had enough money to
24 bring the people down that couldn't afford to come down
25 on their own. That was our plan.

1 Q. So you weren't married yet? You had plans in the
2 future to maybe get married, but you -- you're not
3 taking the position in This Court today for the first
4 time that you-all were married?

5 A. We never had a ceremony, no. We acted like we were
6 married. That's what -- that's the only way I can tell
7 you. We did everything as one unit. We discussed
8 everything. Any major decision we had to make --

9 Q. Who did you --

10 A. -- any time we were going to spend any major money we
11 talked about it. If we were going to -- if we were
12 going to send money to her family we discussed it,
13 which we did a few times.

14 Q. Are you asking This Court to determine that you were in
15 fact married to Ms. Mowery today? Are you asking Judge
16 Simmons to find today that you were married --

17 A. No.

18 Q. -- during all this time?

19 A. No.

20 Q. Okay. So you-all in essence were living together and
21 you were unmarried?

22 A. Correct.

23 Q. Okay. All right. Do you deny that the trailer that
24 you talked about being your trailer with your tools was
25 titled in Ms. Mowery's name?

1 A. Yes, I do.

2 Q. You deny that?

3 A. Yes, there's no title.

4 Q. You deny that she signed the purchase documents?

5 A. Yes, I was the one who bought it.

6 Q. Okay. Let me show you what's premarked as Defendant's
7 Exhibit 13 referencing a trailer.

8 A. That's -- that's not the -- that's not the cargo
9 trailer.

10 Q. What is that?

11 A. That's the horse trailer. We bought a horse trailer
12 with cash because her daughter does -- does -- her
13 daughter likes horses and she bought a horse for her
14 16th birthday. And we told her, we went to her and we
15 said --

16 MR. BANNISTER:

17 Judge, I'd like you to instruct the witness to answer
18 the question.

19 Q. The question was was the trailer titled in your name or
20 not?

21 A. Yes, it was.

22 Q. And the answer is yes or no.

23 MR. O'CONNELL:

24 No, Your Honor, he has the right to explain the answer.

25 THE COURT:

1 All right. All right. Let's start over. Show him the
2 bill of sale, Defendant's 13.

3 A. It's a title.

4 THE COURT:

5 Is that a title or a bill of sale?

6 MR. BANNISTER:

7 He identified that as the title to horse trailer.

8 THE COURT:

9 All right.

10 MR. BANNISTER:

11 I'd offer Defendant's 13 into evidence.

12 THE COURT:

13 All right. So you agree there's a horse trailer and
14 that's the horse trailer. All right. Then let's move
15 on.

16 THE WITNESS:

17 That's not my cargo trailer.

18 Q. Do you agree that the Jaguar is titled in Debra's name?

19 A. Yes.

20 Q. Do you agree that all the real estate you just
21 described from back to 2006 to the real estate that's
22 currently owned was titled in Debra's name, Ms.
23 Mowery's name?

24 A. Yeah, that was a conscious decision that we made to do
25 that.

1 Q. So you knew about it --

2 A. All the settlements I was there at every one of them.

3 Q. You knew about it when it was happening? You agreed to
4 it? You weren't tricked or defrauded?

5 A. They were supposed to be -- they were supposed to be
6 trans -- the titles were supposed to be transferred
7 into the TD business name and that was never done.

8 Q. And --

9 A. And that was another reason why we put it all in her
10 name so she could do that without me having to come
11 down and sign it. It was all -- we talked about it.
12 It was why we did it. And it was also better on taxes.
13 This is what we talked about. I don't know if it's
14 true, but it was all designed to be better for us to --
15 to have more income.

16 Q. As it relates to the real estate do you have anything
17 in writing where you and Ms. Mowery wrote down what
18 your agreement was as it related to how you-all were
19 going to handle the real estate that was titled in Ms.
20 Mowery's name?

21 A. I don't think I have anything like that. We didn't
22 really write -- we didn't write. I mean we texted
23 between each other, but we didn't -- we didn't have
24 contracts with each other. We'd be doing that every
25 day because every day things changed. I mean she would

1 -- I would call and I would say, "I'm going to put a
2 closet over here. What do you think about that?" And
3 she'd say, "Well, I don't really want a closet there."
4 And I'd say, "Well, how about if I put it over here and
5 we'll do this?" So I mean I don't know how you can do
6 -- do that. I mean we'd be -- we'd do it every day.
7 We talked about what we were going to do every day.

8 Q. But from 2006 to now you never had anything you put in
9 writing about the real estate related to you-all --
10 whatever you say the agreement was between how you
11 would handle it?

12 A. How we would handle it, no, I don't think we actually
13 wrote a contract.

14 Q. So when the house in Maryland sold -- when did it sell,
15 what year?

16 A. 2015 I believe was the date -- was the year. It was
17 when we moved here, because we put the house in
18 Maryland on -- on the market and it sold in a month
19 because it was such a beautiful house. And during that
20 month between the closing, between the closing date --
21 the sale date and the closing date that's the month
22 that I -- I moved us down so when the closing went she
23 just brought the car down and that was it. The week
24 before she brought the Jeep down. Her last trip she
25 brought my car back down.

1 Q. So you raised the issue that some of your personal
2 property -- well, did you get the riding mower, the
3 weed eater, and the tiller?

4 A. No.

5 Q. Did you pick that up?

6 A. I got the weed eater. I called -- I sent her a message
7 and asked her if I could use it because she wasn't
8 using it and --

9 Q. If you'll just answer yes or no. Did you get it or
10 not?

11 A. The only thing I took was the weed eater. The lawn
12 mower she took -- she -- I asked her to use it and she
13 took the key so I couldn't even start the thing. And
14 it sat there for a year. It sat outside right where I
15 left it the last time I used it. She didn't do
16 anything with it. She paid somebody to cut the grass
17 and I told her I would cut it. If she would just let
18 me use the lawn mower I would cut the grass at the
19 three properties -- at the two properties. One of them
20 was rented, but she -- she wouldn't do that either
21 because she knew I could use the lawn mower to make
22 some money.

23 Q. So your answer is, no, you did not get lawn mower?

24 A. I did not touch the lawn mower or the tiller.

25 Q. But you did get the weed eater?

1 A. I did take the weed eater.

2 Q. Did you have guns and ammo, accessories, and sporting
3 goods that you picked up?

4 A. Yes.

5 Q. You said there was a dresser that your sister gave you.
6 Did you pick that up?

7 A. I'm sorry what was that?

8 Q. A dresser your sister gave you?

9 A. Yes.

10 Q. You picked it up?

11 A. Yeah.

12 Q. All right. You said you had some clothes. Have you
13 gotten your clothes?

14 A. Yes.

15 Q. Henckel knives and wood block. Did you get those?

16 A. Henckel? Yes.

17 Q. Okay. Cookware, pots, pans, and a meat slicer; did you
18 pick those up?

19 A. Yes.

20 Q. And that's --

21 A. That's property that belonged to me.

22 Q. Ms. Mowery gave you that stuff; is that right?

23 A. She allowed me to take it. She didn't give it to me.

24 Q. Okay. She allowed you take the things you asked for by
25 putting them out where you could come get them and take

1 them?

2 A. Correct.

3 Q. Okay. How about the pewter plates and other cookware,
4 did you pick those up?

5 A. Yes.

6 Q. The Bose stereo system including some receivers?

7 A. Yes.

8 Q. Did you pick up a television?

9 A. No, she -- she kept the TV.

10 Q. You didn't get any TV?

11 A. I don't recall getting any TV, no. I bought a brand
12 new TV. It's in my house now.

13 Q. How about your Xbox and games?

14 A. Yes, I got them.

15 Q. How about the TV speaker system?

16 A. Yes.

17 Q. Wooden ship model material?

18 A. Yes.

19 Q. Croquet set?

20 A. No, she refused to give that to me. I bought the
21 croquet set when my brothers were coming down to work
22 on the rental house so we could play, because we played
23 when we were kids.

24 Q. Croquet is like a --

25 A. I thought it would be fun.

1 Q. -- that's a game; right?

2 A. Yeah.

3 Q. Croquet, the game?

4 A. Yeah. It was an antique croquet set that I had bought
5 at the thrift store and she said she bought it.

6 Q. Do you still want it?

7 A. Yeah, I want it.

8 Q. How about DVD movies?

9 A. She gave me some of them, yes.

10 Q. She didn't give you all the movies?

11 A. No.

12 Q. Which ones are you missing?

13 A. I only remember when I see an advertisement. I'm like
14 I had movie, but I don't have it anymore. She must
15 have kept it.

16 Q. So you can't tell this Judge today what movies she
17 didn't give you?

18 A. No.

19 Q. You just think there's some out there that you should
20 have that you don't have?

21 A. I don't care that she kept the movies. It's okay.

22 Q. So we're settled on the movies?

23 A. I mean a lot them -- a lot of them we bought when we
24 were together.

25 Q. So you're not asking for any additional movies?

1 A. No.

2 Q. Okay.

3 A. No.

4 Q. There's a barrel in the game room, did you get that?

5 A. Yes.

6 Q. A cabinet containing a TV gifted by Bob?

7 A. Oh, that's the TV she's talking about, yes. That was
8 the -- that was the -- so I did pick up that TV. That
9 was the game -- the game room TV that we used to play
10 Xbox or the Play Station with. So, yeah, I did get
11 that but it doesn't work as a TV. It's only a monitor.

12 Q. You asked for a glass enclosed cork 3D carving in the
13 hall bath. Did you get that?

14 A. Yes.

15 Q. Did you get everything that was in your closet? I mean
16 you asked for everything in your closet?

17 A. I got everything that was there when I got there. I
18 don't know what she took out before I got there because
19 I wasn't there anymore.

20 Q. Well, I mean are you asking --

21 A. She -- she went through everything. She went through
22 everything and put it in a pile and that's all -- that
23 was what she let me take. Everything else she had the
24 doors locked and wouldn't let me -- wouldn't let me
25 have access to anything.

1 Q. On May the 7th your lawyer sent a letter to us saying
2 you wanted a bed. Did you get a bed?

3 A. I got the bed. She left it out in the rain.

4 Q. You wanted a grill. Did you get the grill?

5 A. I got the grill.

6 Q. Lawn tools from the shed? Did you take all the lawn
7 tools from the shed?

8 A. She kept most of them. I have -- I have some.

9 Q. The electric edger, you took that?

10 A. Yes.

11 Q. Supplies from the little shed?

12 A. That was the little storage unit where the tiller was
13 in the back. And, no, I haven't gotten the stuff out
14 of that yet.

15 Q. Did you take the gardening supplies?

16 A. Gardening supplies? Some.

17 Q. And you took the trailer?

18 A. I took the trailer because it had my tools in it.

19 Q. And the --

20 A. I didn't know if she was getting ready to sell it. I
21 didn't know what she was getting ready to do.

22 Q. At the time that you took the shed you'd been placed on
23 a no trespass notice. Do you recall that not to come
24 back on the property?

25 A. Nope. The only thing that -- nobody ever told me I

1 wasn't allowed to go to my own house. There was never
2 any court order saying I couldn't go to my house. I
3 didn't go there when she was there. I went there when
4 I was -- when she was not there.

5 Q. Let me show you what's been marked Defendant's 15. It
6 was sent to your lawyer. Are you aware that Ms. Mowery
7 had informed your lawyer that you were not to come back
8 on any of the properties that were in her name?

9 A. Yeah, I'm --

10 Q. You were aware of that or not?

11 A. I -- I got a copy of this, yes.

12 MR. BANNISTER:

13 All right. Judge, I'd offer that as Defendant's 15.

14 THE COURT:

15 Is that a letter or an order?

16 MR. BANNISTER:

17 That is a letter to --

18 THE COURT:

19 All right.

20 (Introduction of document,
21 Trespass Letter,
22 as Defendant's Exhibit Number 15.)

23 THE WITNESS:

24 There was no order, Your Honor. It was just a letter
25 sent to my lawyer saying don't come around no more.

1 Q. So when you said you weren't on notice that you weren't
2 to trespass what you meant was no one had ordered you
3 thus far not to go on Ms. Mowery's property?

4 A. Correct. I did receive that letter.

5 Q. Did you cut the locks so you could take that trailer?

6 A. I did. I had two locks. There was two locks on it.
7 She put one on it and one of the locks was mine and I
8 cut her lock off.

9 Q. You took the trailer out of the garage or the driveway?

10 A. It was in the driveway, yes.

11 Q. All right. August 7th letter you said you wanted the
12 antique bar ware. Did you get that?

13 A. No, she -- she kept that. She's kept the majority of
14 that.

15 Q. Did you get any of it?

16 A. I've got -- I got like four pieces of little stuff that
17 obviously she didn't want.

18 Q. Isn't it true you've already taken the Christmas
19 decorations?

20 A. No. She still --

21 Q. You filed this Action. Do you recall when you filed
22 the Action?

23 A. It was in June I think of 2018. I think it was June.

24 Q. All right.

25 A. No, it wouldn't have been June. It would have been --

1 it probably would have been -- it may have been May or
2 June. Right around that area, that time.

3 Q. Did you have your lawyer file a Mechanic's Lien
4 alleging that you were a mechanic and you were
5 authorized to file lien for work that you had done and
6 not been paid for?

7 A. We -- we filed a Journeyman's Lien on the Pope Field
8 house because she was trying to sell it and I asked her
9 --

10 Q. Is this a copy of that lien?

11 A. When she went -- when she went to sell it I said -- I
12 said --

13 MR. BANNISTER:

14 Judge, I'd ask you to instruct the witness to answer
15 the question.

16 THE COURT:

17 If you'd just answer the question and then you can
18 explain it.

19 THE WITNESS:

20 Okay. I'm sorry.

21 Q. Is that a copy the Mechanic's Lien that was filed on
22 your behalf by your lawyer to stop the sale of that
23 piece of property?

24 A. It looks like it.

25 MR. BANNISTER:

1 Judge, I'd offer that as Defendant's 7.

2 THE COURT:

3 All right.

4 (Introduction of document,
5 Mechanic's Lien,
6 as Defendant's Exhibit Number 7.)

7 Q. Are you a licensed contractor in South Carolina?

8 A. No.

9 Q. And you filed suit --

10 A. But you don't need to be to work on your house, so I
11 didn't need it.

12 Q. You filed suit alleging that Ms. Mowery owes you
13 \$61,000 for work that you did on that house?

14 A. That was the Pope Field house, yes.

15 Q. Did you -- I saw the big -- I saw the big notebook of
16 papers. Did you invoice Ms. Mowery for the work that
17 you had done on the house?

18 A. Did I send her an invoice?

19 Q. Yes, sir. You said that you -- your Mechanic's Lien
20 says that you were entitled -- that you had not been
21 paid --

22 A. Oh, I told her --

23 Q. -- money for the work that you had done. I'm asking
24 you did you send her an invoice? Anything in writing
25 that said, "You owe me \$61,000."

1 A. No.

2 Q. "If you don't pay I will file a Mechanic's Lien"?

3 A. No, nothing in writing. When --

4 Q. Isn't it true that your intention of filing --

5 MR. O'CONNELL:

6 Let him answer the question. He said no and then he
7 gets right to answer his question.

8 THE COURT:

9 All right. You can explain.

10 A. What we did was we discussed it and I said I'll just
11 take half of the sale price, which was 30,000. She had
12 a contract from a guy. Actually I met the guy there
13 and he wanted to hire me as a consultant to work on the
14 house and help him with the house even. And I said
15 I'll do that. And then when I asked her for -- for
16 half of the sale price she laughed at me, because we'd
17 already split up then. You know but she laughed at me
18 and said, "You're not getting anything out of this."
19 And I said, "Well, you've got to pay me for the work
20 I've done. I'm sitting here doing work now."

21 Q. What was the sale price on the house?

22 A. She had a contract for 61,000, which I told her was too
23 -- not enough. The house right next door was in worse
24 shape than that one and it just sold for 90,000. And I
25 tried to tell her to get 90, but she -- she -- she

1 doesn't listen to me.

2 Q. In your Mechanic's Lien you alleged that she owed you
3 \$61,000, which would have been 100 percent of the sale
4 price of that house. Is your position now that you
5 were only entitled to \$30,000 for the work that you had
6 done?

7 A. No. No. No, that's not my position. That's what I --
8 that's what I offered. When she went to sell it I
9 offered to split it with her 50/50, because that was
10 what -- she had a contract for 61,000. So to me that's
11 what the house was worth because that's what she had
12 the contract on. To me it was worth 90,000, but since
13 she had the contract I said, "Okay. Well, let's split
14 it. We'll split it down the middle." And she laughed
15 at me. And so then I said, "Well, I'm entitled to the
16 full amount." I paid for -- I paid -- the purchase
17 price came out of our joint account so I paid for half
18 of it. I should have got half of it when we sold it.
19 That -- that is in the bank statement, Your Honor, the
20 purchase price from our joint account. It has my name
21 on it and her name on it. The money came out of there.
22 It was a wire transfer.

23 Q. Mr. Carroll, didn't you send the Mechanic's Lien to the
24 buyer and tell him that you had a lien on the house for
25 work you had done and to clear the lien he'd have to --

1 you'd have to be paid the \$61,000 you claimed?

2 A. No, that's not what happened.

3 Q. Isn't it true that you sent it to him to make sure he
4 didn't buy the house?

5 A. I didn't send him -- I didn't send him the lien. He
6 asked me, he said he wanted to hire me to be -- to be
7 --

8 MR. BANNISTER:

9 I'm going to object. I'm going to object to him
10 testifying to what somebody else told him about some
11 future job.

12 THE COURT:

13 I will sustain the objection.

14 MR. BANNISTER:

15 Thank you, Your Honor.

16 Q. Mr. Carroll --

17 A. Like I say he asked me to be a consultant on the house.
18 Is that fair to say?

19 THE COURT:

20 That's fine.

21 THE WITNESS:

22 Okay.

23 Q. You signed a statement of account that says you're owed
24 61,000. You're not telling the Judge today you're owed
25 61,000 for work you did on that house?

- 1 A. If you want to say how much work I did on the house,
2 yes, I want -- that's what -- the amount of work I did
3 on the house is worth \$61,000. The reason I said
4 30,000 is because she had the contract for 61 and we
5 should just split it like we agreed to do the whole
6 time. That's why I said 30,000. But, yes, I'm saying
7 the work I did on that house, if she was to -- if you
8 want to say on all these houses, if you want say that
9 I'm not entitled to half I'm only entitled to the work
10 I did on it it's going to be a whole lot more than
11 half. A whole lot more.
- 12 Q. Did you --
- 13 A. Just the one -- just the -- just the one addition alone
14 would be \$60,000 and the deck is probably another
15 15,000, so you're looking at 75 just on the last work
16 I've done in the last four months.
- 17 Q. So you described this joint account. The truth is the
18 account is in Ms. Mowery's name and you have --
- 19 A. No, it was in our names.
- 20 Q. -- the authority to sign on that account to write
21 checks out of it; isn't that true?
- 22 A. That's the -- that's the TD account. The other account
23 where the money for the houses came out of was a joint
24 account with my name on it.
- 25 Q. And who put --

1 A. Debra Mowery and Terence Carroll.

2 Q. -- who put the money in the account?

3 A. I did. First, I did from the sale -- from my
4 settlement and it went into a safe deposit box, which
5 she went in whenever she needed money for her business
6 or for any of the business to pay bills. She went into
7 the safe deposit box and took the cash out, which was
8 my cash, and deposited it into whichever account she
9 wanted to put it in. But the first account with the
10 first house, the first house down here that was our
11 joint BB&T account and it had my name on it and her
12 name on it. It wasn't -- I wasn't just signatory. And
13 that's where the money came into when we sold --
14 because that was what it was for was for that side of
15 our business relationship to have all the money for the
16 housing to go into that account. That's what it was
17 for.

18 Q. Mr. Carroll, isn't it true that you prior to you
19 getting a job after the separation or breakup, whatever
20 you want to call it, you had not filed taxes since back
21 in the '80s?

22 A. No, that's not true.

23 Q. When is the last time you filed a tax return before you
24 met Ms. Mowery?

25 A. It would have been -- it would have been probably a few

1 years before we met. Just a few years I had -- I had
2 -- I don't remember the exact date, but it was a few
3 years before we met.

4 Q. So when you said that Ms. Mowery, it was on Ms.
5 Mowery's advice that you didn't file taxes you had
6 stopped filing taxes before you met her, before you
7 picked her up the first time and took her home after
8 the -- after she had gone out on the bus drinking tour?
9 You weren't filing taxes already; were you?

10 A. I was a couple of years behind. We were going to -- we
11 were supposed to straighten that out, but we never did.

12 Q. Ms. Mowery was supposed to straighten that out for you?

13 A. No, I said we were supposed to straighten it out. She
14 owns a tax business. That's what she did.

15 Q. Is this the safe deposit box you're referring to?

16 A. Yes.

17 Q. It shows the --

18 A. That's the BB&T safe deposit box.

19 Q. So would you agree with me that that safe deposit box
20 is leased by Debra Mowery? It's her safe deposit box?

21 A. No, I'm on it as well.

22 Q. Show me that.

23 A. You just can't see -- see right here where it says
24 leased to. This is a copy, Your Honor. This is what
25 they gave me. But on leasee two over here that's where

1 my name is. If I wasn't on it I wouldn't have been
2 able to get into it.

3 Q. So when was the last time Ms. Mowery accessed the safe
4 deposit box? What year was that?

5 A. '16.

6 Q. All right. So when you testified that you went to the
7 safe deposit box and she had taken all the cash out
8 after this separation is that what you -- is that what
9 you were --

10 A. Yes, that's the safety deposit box.

11 Q. That's what you were referring to? That's the place
12 where you went to get the cash that --

13 A. Yes.

14 Q. -- that Ms. Mowery had emptied it out?

15 A. If you look at it Debra went to the safety deposit box
16 every month to take cash out to pay bills because she
17 wasn't making enough money down here and I was working
18 on the houses, so I didn't really have a steady income.
19 I did a few jobs, but. And if you look she didn't go
20 again. Since 2016 she didn't go back because I guess
21 -- I don't know whether it was empty or not, but when I
22 went in 2018 because I thought oh, the safety deposit
23 box, there might be some cash in there. I still had
24 the key. So when I went in there it was empty.
25 Because I didn't have any money, so I was thinking

1 where can I get it from?

2 Q. So are you claiming any interest in Hawk Shadow
3 Business Services?

4 A. I'm saying through the years I have put money into her
5 account to run that business.

6 Q. Would you agree --

7 A. A lot of money.

8 Q. -- would you agree with me if I said that that business
9 existed prior to you-all meeting?

10 A. Yes.

11 Q. And do you have anything in writing where Ms. Mowery
12 wrote down that she was transferring to you any
13 interest in her pre-relationship business?

14 A. No.

15 Q. Are you claiming any interest in her license as a
16 Realtor?

17 A. Yes, we started that together.

18 Q. So the fact that she went and got a real estate license
19 you're saying you're entitled to some compensation for
20 that?

21 A. Yes, because I paid for it. That -- that money came
22 out of the safe deposit box to put her -- that was all
23 part of our plan to get access to the MLS is the whole
24 reason why she went to -- to -- to become a Realtor.
25 She still was operating the tax business. She went.

1 And we discussed it and we said we want to get quicker
2 access to the MLS so that when the properties hit the
3 market we can be the first ones to offer and she would
4 save -- by being a Realtor she would save us a lot of
5 money because we wouldn't have to pay commissions to
6 another real estate. It made perfect sense. I mean
7 that's why we did it. That's the whole reason why we
8 did it. So she stopped -- stopped doing anything else
9 she was doing and she went to the school and I paid for
10 it. In fact, in there, there's a check in there that
11 was used to pay for it. And then she got her license.

12 Q. Were you --

13 A. And then we decided -- I'm sorry. Go ahead.

14 Q. Mr. Carroll, were you aware that she was going to be
15 the licensed Realtor and that you would not be listed
16 on that license?

17 A. Yes.

18 Q. All right. And the Upstate Real Estate Group you said
19 that was a corporation started between you, Ms. Mowery,
20 and Cole Reynolds. Were you aware that the company was
21 titled with Cole Reynolds and Ms. Mowery?

22 A. No, it was not originally. It was not suppose -- I was
23 supposed to be vice president. She was supposed to be
24 president and treasurer. I was supposed to be vice
25 president and originally Cole wasn't even going to be

1 part of the company. He was -- he was the broker. We
2 paid for him to get his license, because he was a young
3 -- a young guy. He didn't have a lot of money. So he
4 -- he actually -- how that happened was we -- Debra
5 went -- Debra went to work at Charter Realty to get
6 access to the MLS. That's where she was working, her
7 realty. She met Cole there because Cole was working
8 there. She -- she came back and said, "You've got to
9 meet Cole. I like Cole. You know you've got to meet
10 Cole." And -- and she said he's looking for investors.
11 I said, "Oh. What is he -- what is he doing?" And she
12 said he wants to open a brokerage. I said, "Okay.
13 Well, let's meet with him." So Cole came down to our
14 house and gave us a presentation. He had it all, a
15 nice little investors packet worked out and it made --
16 made pretty good sense. And he was looking to get
17 money from us is what he was doing. And so he gave me
18 the pitch. You know he -- he told me everything about
19 the business and Debra and I discussed it and we were
20 like, well, why don't we -- because I asked Cole, I
21 said, "Why don't we just open our own brokerage,"
22 because he wanted to do a franchise with the Next -- a
23 NextHome Franchise. All that's in that packet, Your
24 Honor. And -- and I said, "Why don't we just open our
25 own brokerage. Why do we want to have to pay franchise

1 fees?" And Cole said the branding, it's all branding.
2 We need to have the exposure for that. And I said,
3 "Well, okay. Let's try it." And then all through the
4 thing we communicated back and forth and -- and we
5 changed the name a few times and then we agreed on a
6 name. It was going to be Upstate RE Group and I was
7 supposed to be vice president. I thought just until I
8 received that document that you sent us that I wasn't
9 listed as vice president. It was a shock to me because
10 I know I signed the document where it said sign. I
11 know I signed it.

12 Q. Would you agree with me that the title of vice
13 president would not infer an ownership interest anyway?

14 A. It would to me.

15 Q. And the TD Realty would you agree that is a company
16 titled or started and owned by Ms. Mowery?

17 A. No, we opened that together. TD stands for Terry and
18 Debra.

19 Q. And you were listed as the vice president, but there's
20 nothing in the documents to show you owned --

21 A. I'm not listed on that one either.

22 Q. -- you don't have any documents --

23 A. She -- she does all the paperwork. She's the one that
24 fills out all the documents for all of that stuff. So
25 by me not being on it it may have been a thing of

1 convenience for her. I don't know, but we started that
2 real estate business. The whole purpose of it was to
3 put the rental properties in. And we were -- I mean we
4 were getting them cheap from the auction house and it
5 wasn't costing us -- well, it cost me everything. It
6 wasn't costing her nothing for me to fix them up.

7 Q. Mr. Carroll, she was working at the time. She had an
8 income?

9 A. As far as I know.

10 Q. And --

11 A. I didn't -- I mean I made deposits for her. I ran to
12 the bank and deposited the checks for her in her
13 account, in her Hawk Shadow account.

14 Q. And she had a job, too; right? Wasn't she making --
15 wasn't she earning money to put into the account?

16 A. I imagine.

17 Q. And wasn't that the money that you were using to buy
18 materials for all the things you just listed? The
19 outside door to the suite, the deck, the fancy molding
20 you put in?

21 A. Yeah.

22 Q. Weren't those bills being paid by Ms. Mowery?

23 A. Well, they were being paid by both of us, but she was
24 putting money into the account to pay them, yes.

25 Q. Right.

1 A. But I was doing work on the houses building equity.
2 That was what -- that was her side of what she was
3 supposed to do for our family. She was supposed to
4 make the -- the regular deposits to keep the bills.
5 You know the TV paid, the Internet paid. That stuff.
6 And I was going to make us the big money in the equity.
7 That's -- that was what we agreed. That's how we --
8 that's why we transferred. When we moved here I was
9 paying the cell phone bill for everybody, her family,
10 my mother. But she ended up -- she turned that off,
11 too, Your Honor. She turned off -- she took my cell
12 phone or it miraculously disappeared one night. And
13 she turned off my mother's cell phone because I had
14 been paying the bill. I bought her a cell phone for
15 Christmas one year. And on her birthday she turned it
16 off and that caused her trouble at work because she
17 didn't know it was going to be turned off. Because I
18 went down to -- when we transferred all the bills, when
19 I moved here all of -- all of the bills were being paid
20 out of our Maryland house. So we transferred
21 everything into her name so she could take care of it
22 there. She went to the safe deposit box and took cash
23 out of the box if she needed it and whatever money I
24 had went into those accounts. Also I sold the 53-foot
25 boat that I told you I'd bought. We ended up selling

1 to her brother and -- for \$42,000. I only paid 15 for
2 it. All of that money, all of that \$42,000 went into
3 our joint account that the houses were bought out of,
4 that the bills were paid out of. All of that money. I
5 didn't -- I didn't do anything with it. It all went
6 into our joint account and she wrote the checks to pay
7 the bills and I have those -- even the text messages
8 between her brother and me, Your Honor, will show when
9 she picked up the checks from her brother and deposited
10 it in the account. And then when -- when -- after we
11 moved here --

12 MR. BANNISTER:

13 Judge, I don't mean to interrupt the soliloquy --

14 THE WITNESS:

15 This is important.

16 MR. BANNISTER:

17 -- but if it's not responsive --

18 THE COURT:

19 If you'll ask the question.

20 MR. BANNISTER:

21 Thank you, Your Honor.

22 Q. In 2006 when you met Ms. Mowery she was still married,
23 wasn't she?

24 A. Yes.

25 Q. She didn't get divorced until 2011. Do you recall

1 that?

2 A. I don't recall the exact year, but it was after we were
3 together, yes.

4 Q. Do you know that -- do you know -- do you deny that she
5 received a settlement in that divorce of \$118,751?

6 A. I don't recall the exact amount, but I know it was a
7 lot, but she still owed her lawyers \$90,000 for that
8 divorce, Your Honor.

9 Q. Would you agree that some of that money went into the
10 safe deposit box?

11 A. No, it did not.

12 Q. She had some cash that she put --

13 A. She deposited the whole check into her account.

14 Q. And then took it out just like you did and put money in
15 the --

16 A. I don't know what she did with it. That was -- that
17 was her settlement. I don't know what she did with
18 that money.

19 Q. Well, do you know whether she put it into the safe
20 deposit box or not?

21 A. I know she didn't because I know how much was in there
22 and I was the one putting the money in the safe deposit
23 box.

24 Q. So all those trips to the safe deposit box you said you
25 didn't know how much she had taken out, you don't know

1 how much she put in either, do you?

2 A. That -- that receipt that you have for this. That was
3 the box that was here. I'm talking -- you're talking
4 -- when there was a settlement you're talking about the
5 safety deposit box we had in Maryland.

6 Q. So you don't have any --

7 A. And she didn't put cash in that box.

8 Q. Mr. Carroll, you don't have any knowledge of whether
9 she put money in or took money out when she made those
10 trips; do you?

11 A. For that one?

12 Q. Yes.

13 A. Or for the Maryland one?

14 Q. Did you go with her? Did you go with her to the bank?

15 A. When we opened the account I did.

16 Q. Did you go with her when she went to the safe deposit
17 box?

18 A. No, she said she needed to get money. I said go down
19 to the box and get it and that's what she did.

20 Q. Do you know -- do you know if she put money in or took
21 money out?

22 A. She took it out.

23 Q. That's what you --

24 A. To pay bills.

25 Q. And you just want The Court to believe that she took

1 that cash out and that all that cash --

2 A. The bank statement will show deposits the same days as
3 she went to the safety deposit box, so.

4 Q. So what are you doing now, Mr. Carroll?

5 A. Why would she take -- what am I doing now?

6 Q. Yeah.

7 A. I work for a company.

8 Q. What do you do?

9 A. I am a crew leader for a high-end -- we do commercial
10 installs like this type of stuff. Desks, signs. It's
11 commercial work. I'm a crew leader.

12 Q. Okay. How much money do you make?

13 A. With bonuses and all about 90,000.

14 Q. So you have the ability to make \$90,000 a year and
15 you're doing that now?

16 A. Yes, but before when I was working on these houses I
17 was making 100,000 in six months.

18 Q. You're not -- you're not -- you're not asking This
19 Court to award you any kind of support or maintenance
20 from Ms. Mowery where she should have to pay you to
21 keep you up now that you-all separated?

22 A. No. Why would I?

23 Q. You are asking This Court to equitably divide the
24 property that Ms. Mowery accumulated from 2006 to now;
25 aren't you?

1 A. That we accumulated.

2 Q. And I mean -- that has been accumulated in Ms. Mowery's
3 name from 2006 to now; is that right?

4 A. Yes.

5 Q. And you think that split should be 50/50?

6 A. I think that's generous on my part.

7 Q. To let her keep 50 percent of the properties in her
8 name?

9 A. Uh-huh.

10 Q. Are you asking for a specific delivery of any of the
11 real estate or you just want money now?

12 A. From the -- from the first time I've made her so many
13 offers of just let me have this and go away and she
14 turned everything down. She said that -- she said that
15 her lawyers told her she could get everything and so
16 she wouldn't even -- she offered me \$10,000.

17 MR. BANNISTER:

18 Judge, I'm going to object to him offering testimony
19 about offers that went back and forth and ask that that
20 be stricken.

21 THE COURT:

22 It's noted on the record. Let's move on.

23 MR. O'CONNELL:

24 Your Honor, but he asked about it.

25 THE COURT:

1 Let's move on.

2 MR. BANNISTER:

3 I asked what he wanted, Judge, and I'm still waiting
4 for the answer.

5 Q. What is it that you want? What are you asking this
6 Judge to give you? Specific pieces or property or just
7 cash?

8 A. I'll -- I would like to have cash or if she wants to
9 give -- or if the Judge wants to award all three pieces
10 of property to me that would be fine, too. I mean I'm
11 -- I'm -- I just want my fair -- what I wanted from the
12 very start I just want what's my fair share, but now I
13 have -- I have actual damages. And -- and the -- all
14 of the stuff that I had to buy because -- I mean
15 everything. Towels, you know, sheets for the bed,
16 everything. She kept all of that. I didn't get -- I
17 had to start over from scratch for everything. So all
18 of that stuff that we had accumulated that I had paid
19 for just as much as she did through all this time,
20 because it came out of our account, if you look at the
21 bank statements you'll see the money was transferred
22 from this account to that account, back from this
23 account, back over to that account. The money was put
24 in this account and this check was written on this
25 account to put money so she could write a check on that

1 account. So all that money was just commercial money.
2 So you're asking me what I want. I want a fair and
3 equal split of the equitable -- of what the properties
4 are worth and then I want my pain and suffering and my
5 damages. That's what I want.

6 Q. Do you think This Court ought to subtract from any of
7 those moneys you're asking for any of the expenses that
8 were paid by Ms. Mowery on her earnings for you to live
9 since 2006 to now?

10 A. Absolutely, no. If that was true then I would be
11 wanting money that I paid for her, for her daughter. I
12 lent her daughter money to buy her horse that she --
13 that we gave her for her 16th -- well, she bought it --
14 we gave her one on her 16th birthday. Then she sold
15 that one and bought another one. I loaned her money.
16 I would be asking for that money, but I just -- just
17 let it go. She can keep the horse. And it's Taylor
18 anyway. I don't want to bother Taylor. But I loaned
19 her the money to buy the horse, so, no.

20 Q. You don't want This Court do any accounting for any of
21 the benefits that you received from 2006 when you
22 started living with Ms. Mowery to 2018 when you filed
23 this case? You don't want The Court to take into
24 account anything that she did to cover your expenses;
25 is that right?

1 A. She wasn't covering my expenses. My expenses -- when I
2 sold the boat, Your Honor, \$42,000. All of that money
3 went into our bank account. So I was -- my money was
4 coming in in checks and cash all the time, through this
5 whole thing. Her brother he still owed us -- owed us
6 \$11,000 when we moved down here. So he was -- they
7 were thinking he was going to go to jail because he had
8 assaulted somebody. So he sent his BMW down here --

9 MR. BANNISTER:

10 Judge, I'm going to object to the soliloquy about --

11 THE COURT:

12 If you will just limit the response to --

13 THE WITNESS:

14 It's an amount of money that came from him.

15 THE COURT:

16 Now, you're talking about a BMW and a possible criminal
17 charge. That really has nothing to do with his
18 question. So if you'll ask the question again, Mr.
19 Bannister.

20 THE WITNESS:

21 But the BMW was --

22 THE COURT:

23 Thank you, sir. I've told you what's going to happen.

24 Thank you.

25 MR. BANNISTER:

1 Judge, no other questions.

2 THE COURT:

3 All right. Mr. O'Connell?

4 MR. O'CONNELL:

5 Nothing on redirect right now.

6 THE COURT:

7 All right. Thank you, sir. You can step down. Mr.

8 O'Connell, how many other witnesses do you have?

9 MR. O'CONNELL:

10 I think we've only got these two nice ladies and a
11 gentleman.

12 THE COURT:

13 About how long do you anticipate their testimony?

14 MR. O'CONNELL:

15 Fifteen minutes.

16 THE COURT:

17 Is that real time 15 minutes or is that lawyer time 15
18 minutes?

19 MR. O'CONNELL:

20 I like that. It's probably real time, Judge. I've
21 only got a couple of questions. I don't even know if
22 they're going to question them about anything.

23 THE COURT:

24 All right. Do you-all want to take a short break now
25 or if you --

1 MR. O'CONNELL:

2 If you don't mind.

3 THE COURT:

4 All right. We'll take about a ten-minute break.

5 MR. BANNISTER:

6 Thank you, Your Honor.

7 (Off the Record 10:23 a.m. -- 10:35 a.m.)

8 JOHN NOEL QUINN, first being duly sworn, was examined
9 and testified as follows:

10 THE COURT:

11 Thank you. Come around and have a seat, please sir.

12 MR. O'CONNELL:

13 Your Honor, may it please The Court.

14 THE COURT:

15 Yes, sir.

16 EXAMINATION BY MR. O'CONNELL:

17 Q. Please state your name and address to The Court.

18 A. John Noel Quinn.

19 Q. What's your address?

20 A. 214 Vista Circle, Easley, South Carolina.

21 Q. And how do you know the Plaintiff here, Mr. Terence
22 Carroll?

23 A. Terry is a brother-in-law of mine.

24 Q. Okay. A strange question, but how long has been he
25 been your brother-in-law?

1 A. Twenty-two years.

2 Q. Okay. Would you know what he does for a living or what
3 he does?

4 A. Yes. Yes, I do.

5 Q. Okay. What does he do?

6 A. He's in construction. Home remodeling, repairs, and
7 additions.

8 Q. Okay. Were you present or did you see any work being
9 done on I think it's Linda Lane? I'll call it Linda
10 Lane?

11 A. Yes, sir, I witnessed Terry doing all the work to the
12 house on Linda Lane.

13 Q. And based on only your own knowledge what would you
14 say, was he doing a good job, a bad job, an indifferent
15 job, or what?

16 A. Absolutely excellent.

17 Q. Okay. And what about is it 9th Street? I think it --
18 I call it the 9th Street property. Did you see any
19 work being done on that?

20 A. Yes, I visited 9th Street daily when my other brother-
21 in-laws were down here doing the repair works on the
22 home for it to be saved as a rental home.

23 Q. And Terry did all the work on that, too?

24 A. Yes, sir, he did.

25 Q. Other than what you and the brothers may have helped

1 out on?

2 A. Right. We helped out, yes.

3 Q. Okay. You didn't break for pizza and beer after a
4 while did you or anything like that?

5 A. I probably did.

6 Q. Okay. What about the -- I think it's the Pope Field
7 property?

8 A. Yes, sir, I helped do a little bit of the clean up over
9 there at Pope Field.

10 Q. And did you see any work Terry was doing over there,
11 Mr. Carroll was doing?

12 A. Yes, I witnessed him and my other brother-in-laws do a
13 lot of demolition that needed to be done at that home.

14 Q. So all in all you seen Terry Carroll, Terence Carroll,
15 working on all three of these properties?

16 A. Yes, sir, absolutely.

17 Q. Did you see him do any work when they were up in
18 Maryland? I think they lived in Maryland.

19 A. He took an old, I'd say over a 100-year old home and
20 completely went through the house, replumbed it, all
21 new electrical work, completely outside and inside, and
22 brought the house back to a great state. It was a
23 historical property I think.

24 Q. Okay. During that time was he with Ms. Mowery, Debra
25 Mowery?

1 A. Yes, they did live together.

2 Q. And during that time did you notice any relationship
3 between them?

4 A. Absolutely. Absolutely.

5 Q. And what would you say that relationship was?

6 A. It was -- as a couple, as people that copulate
7 together.

8 Q. Did you know anything further like their business
9 relationship?

10 A. Yes, they told me and my wife many times about their
11 business plans and expectations. And the reason why
12 they were moving here because of the values of the
13 properties were very low at that time and they'd fall
14 into their business plans that they had together about,
15 you know, a life together.

16 Q. So from your conversations with the Defendant Ms.
17 Mowery would you say they were partners in a business?

18 A. Absolutely, yes.

19 Q. Okay. Anything else you want to inform The Court
20 about?

21 A. No, just that I know that most of Terence Carroll's
22 money went into that business and to provide for her
23 and live together as a live-in couple. They -- they
24 were a couple. That's all I have to say.

25 Q. Okay. Thank you very much. Answer any questions the

1 Defense may have.

2 EXAMINATION BY MR. BANNISTER:

3 Q. You're related to the Plaintiff; right?

4 A. Yeah. He is a brother-in-law of mine, yes.

5 Q. So you're married to his sister?

6 A. Yes.

7 Q. Do you have any experience in the construction
8 business?

9 A. Absolutely.

10 Q. Are you a licensed contractor?

11 A. I am not.

12 Q. Are you a home inspector? A licensed home inspector?

13 A. I have no licenses at all.

14 Q. What do you do for a living?

15 A. I am a military veteran and after the military -- I was
16 an electronics technician. I trained in the military.
17 I continued that career up until about a year and a
18 half ago and now I am in the construction business and
19 I am -- I have remodeled three of my own homes and
20 built additions on them. And I'm an electronics
21 technician, so residential electrical work is not very
22 complicated for me.

23 Q. So did you see anybody else working at these houses
24 with Mr. Carroll when you visited?

25 A. The only people I ever saw working at his houses was

1 his brother-in-law, Joe, and his nephew, Jake Flanary.

2 MR. BANNISTER:

3 Judge, no other questions.

4 MR. O'CONNELL:

5 Nothing on redirect.

6 THE COURT:

7 All right. Thank you, sir. You may step down.

8 MR. O'CONNELL:

9 Your Honor, if it would please The Court I would like
10 to call Constance Fern Quinn.

11 THE COURT:

12 All right. If you'd come around, please.

13 CONSTANCE FERN QUINN, first being duly sworn, was
14 examined and testified as follows:

15 THE COURT:

16 Thank you. Go around and have a seat, please. And if
17 you'll state your full name.

18 THE WITNESS:

19 Constance Fern Quinn.

20 MR. O'CONNELL:

21 Thank you, Your Honor.

22 EXAMINATION BY MR. O'CONNELL:

23 Q. Where do you live?

24 A. We live at 214 Vista Circle in Easley.

25 Q. How long have you been here in South Carolina?

1 A. Since 2016. 2016. Oh, 2012. I'm sorry.

2 Q. Okay. You're going to have to speak up. I can't hear
3 you.

4 A. 2012.

5 Q. Okay.

6 THE COURT:

7 Yeah, feel free to pull that to you.

8 MR. O'CONNELL:

9 Thank you, Your Honor.

10 Q. During that time have you seen my client and the
11 Defendant Ms. Mowery together?

12 A. Oh, yes.

13 Q. Where did you reside prior to moving here?

14 A. In Maryland.

15 Q. Okay. How long?

16 A. St. Mary's County.

17 Q. Okay. Did you see Ms. Mowery and my client together
18 then?

19 A. Yes.

20 Q. Did Ms. Mowery state to you anything about their
21 business, or their relationship, or anything?

22 A. You mean in Maryland or here?

23 Q. Anywhere. Starting in Maryland.

24 A. Both actually. Yeah, they -- they lived as a -- as a
25 couple in Maryland. They renovated the house together.

1 He helped her with her business, the tax business.
2 When they got here they talked about fixing houses to,
3 you know, get their retirement going because they
4 planned on using that as a retirement plan, to have
5 rental homes. Terry said he wanted to have about ten
6 and she was in agreement.

7 Q. And you knew --

8 A. They talked extensively about that.

9 Q. And you knew this from your conversations with the
10 Defendant Ms. Mowery?

11 A. Yes.

12 Q. And did you know anything about moneywise what they
13 were doing with their money or anything of that nature?

14 A. I -- I saw Ms. Mowery work sometimes. She actually did
15 my taxes twice. I don't think she made much money. I
16 don't know for sure. I saw Terry buying some things
17 very often. I saw her spend money and brag about
18 spending money. I saw Terry buy her jewelry. I saw --
19 I saw him sleeping on a floor so he could stay there
20 and work on the houses. When they split up he came and
21 lived with us for six months. He didn't have any place
22 to go. And she took everything basically.

23 Q. When he came to live with you when they split up do you
24 recall what time that was?

25 A. You mean what time of year?

1 Q. Yeah, what time of year? Yes.

2 A. I think it was the end of April.

3 Q. Okay. What year?

4 A. Or the end of May. A year and a half ago.

5 Q. Okay.

6 A. 2017.

7 Q. Can you tell The Court anything about how his emotional
8 state or how he was acting?

9 A. He was a total wreck. He was -- she took everything
10 from him. He texted me every day because there was
11 something different every day. She would -- she would
12 verbally abuse him. Her friend actually told him to
13 get out his -- out of her refrigerator when he was
14 there to get a drink. She tried to lock him out of the
15 house. She tried to accuse him of domestic violence,
16 which was not true. And she tried to have him arrested
17 and the cop had to tell her to go away because she was
18 being abusive and obnoxious.

19 Q. How long did you think --

20 A. You can tell I'm nervous.

21 Q. Excuse me. How long do you think if he's over it how
22 long -- is he over it yet?

23 A. No. No, he's not over yet.

24 Q. Okay. Do you know any --

25 A. And I'm not over it yet either. I'm sorry.

1 Q. Okay. Do you know anything about their business
2 relationship?

3 A. I do know that when they started the recent real estate
4 venture that they were going to do -- well, when they
5 moved down here they had planned on buying houses to
6 rent out. And Terry came down and lived here for
7 about, I guess about six to eight months by himself
8 working on the house while she was working in Maryland.
9 I never saw her do anything to any of the houses. I
10 did more work on the houses than she ever did. She
11 never painted. She never cleaned. She didn't do
12 anything.

13 Q. Are you upset with her?

14 A. And they -- they had talked extensively to me and to my
15 husband. You know when they would come over they would
16 talk about their plans for real estate properties and
17 buying rentals and fixing them up. And then they
18 decided that she was going to be a real estate agent
19 and Terry was going to work the construction end and
20 they were going to get it together and that was going
21 to be their retirement. And she was extremely happy
22 about it and so was Terry. They were really excited
23 that was what they were going to do. And they talked
24 about their future plan. Not just for now and not just
25 for her and not just for him, it was for them with

1 their retirement.

2 Q. And as I had asked you, I've learned a little more
3 about pregnant pauses a long time ago. What do you
4 think today? I was asking you are you upset with her
5 today about her -- whatever she's done to your brother?

6 A. I'm extremely upset with her.

7 Q. Would that cloud your testimony today as to their
8 actions prior to 2018?

9 A. No, sir. No.

10 Q. Okay. Answer any questions the Defense may have.

11 THE COURT:

12 Your witness.

13 MR. BANNISTER:

14 Thank you, Your Honor.

15 EXAMINATION BY MR. BANNISTER:

16 Q. So the Defendant is -- I'm sorry. The Plaintiff is
17 your brother?

18 A. Yes.

19 Q. Do you love him?

20 A. Most definitely.

21 Q. He came to live with you after he moved out of his
22 house with Ms. Mowery?

23 A. Yes.

24 Q. How long did he stay with you?

25 A. It was about six months.

1 Q. Is he now working full time?

2 A. It was six months. Yes, it was about six months. Can
3 you ask that again?

4 Q. Is he now working full time?

5 A. Yes, he is.

6 Q. Does he still live with you?

7 A. No.

8 Q. Is he making good money?

9 A. As far as I know. I don't know his personal finances,
10 but as far as I know, yes, he works steady.

11 Q. So do you know about as much about his personal
12 finances now as you did before he separated with Ms.
13 Mowery?

14 A. Probably, yes, but I knew more about their plans
15 because not only did I have him telling me what they
16 were doing, but I had her as well telling me what they
17 were doing. I also know right now that my brother has
18 been sick and he's on short-term disability, so his
19 income now is less.

20 Q. So he's not working right now?

21 A. He's on disability right now. Just short term until he
22 gets --

23 Q. Is he currently working or is he on disability?

24 A. He's still employed with the company. He's still
25 employed with the company, yes.

1 Q. The construction company?

2 A. Yes.

3 Q. And they're still paying him \$90,000 a year, but he
4 doesn't go to work every day?

5 A. I don't -- I don't know how much he makes.

6 Q. Do you know if he goes to work every day?

7 A. Well, he can't right now. He's recuperating from
8 cancer.

9 Q. Recuperating from cancer. So this case is important to
10 him to take care of him; isn't it?

11 A. No. No, he --

12 Q. You're telling This Court you're not worried about what
13 happens to him long term?

14 A. I don't think this case is about him being taken care
15 of.

16 Q. So what does he want?

17 A. I think Terry has proven that he can take care of
18 himself and others very well.

19 Q. All right. You said that he gave jewelry. Did he give
20 any other gifts or was it just one piece of jewelry
21 that you saw?

22 A. Well, she -- Ms. Mowery told me that they had been
23 robbed and it was about \$10,000 worth of jewelry that
24 was missing. So I don't know how much of that Terry
25 bought, but there was several times when she said, "He

1 bought me jewelry for Christmas."

2 Q. Any other gifts to Ms. Mowery or her family?

3 A. Yes, he --

4 Q. Between 2006 and --

5 A. -- he helped Taylor get the horse. That I know of.

6 Q. So that's Ms. Mowery's daughter?

7 A. Yes.

8 Q. So he helped her buy a horse?

9 A. Yes.

10 Q. Did he ever give gifts to you?

11 A. Yes.

12 Q. What kind of gifts?

13 A. Just regular Christmas and birthday gifts, yes.

14 Q. All right. How about to your husband?

15 A. Gifts to my husband?

16 Q. Sure.

17 A. Yes, the same thing. Birthday, Christmas gifts mainly.

18 Q. What kind of gifts? Just cheap stuff or --

19 A. Well, just we don't -- we don't spend a lot on that
20 kind of thing for Christmas. So, you know, that's kind
21 of subjective. I could say cheap or you could say
22 cheap, but that's not what those type of gifts are for.

23 Q. How about --

24 A. No, he did not buy me jewelry.

25 Q. Do you have any other brothers or sisters?

1 A. Yes, I have four brothers.

2 Q. Do you know whether or not he gave them Christmas
3 gifts, birthday gifts?

4 A. Yeah, we all gave each other presents.

5 Q. Did he do anything -- have you got any nieces and
6 nephews?

7 A. Yes.

8 Q. Did Mr. Carroll give them any gifts?

9 A. I don't know.

10 Q. You don't know whether your brother --

11 A. Well, I know I can speak for my children.

12 Q. -- gave your nieces and nephews birthday gifts?

13 A. I can speak for my children. He gave my children gifts
14 sometimes. They gave gifts together when they gave
15 Christmas presents or birthday. They usually was
16 together, when they were together.

17 MR. BANNISTER:

18 No other questions, Your Honor.

19 THE COURT:

20 Anything else?

21 MR. O'CONNELL:

22 Your Honor, if I may.

23 EXAMINATION BY MR. O'CONNELL:

24 Q. When you said "they" you meant who?

25 A. What are you asking?

1 Q. When you said "they" gave gifts together who were you
2 talking about?

3 A. Terry and Debra gave us gifts as a couple together.

4 Q. Okay. Thank you very much.

5 A. They bought things for us for Christmas and birthdays
6 as a couple.

7 Q. Okay. Thank you very much.

8 THE COURT:

9 All right. Thank you, Ms. Quinn. You may step down.
10 Any other witnesses from Plaintiff?

11 MR. O'CONNELL:

12 None, Your Honor. Thank you very much. That's our
13 Case in Chief.

14 THE COURT:

15 All right. I'll be glad to move into the Defendant's
16 testimony.

17 MR. BANNISTER:

18 Your Honor, I understand you're getting to the
19 testimony. I have filed a Motion for Summary Judgment.
20 I would renew that as a Directed Verdict Motion instead
21 based on the evidence that's been introduced thus far.

22 THE COURT:

23 All right. Specifically -- and I will take it as a
24 Motion for an Involuntarily Non-Suit, but specifically
25 what's the Motion based on?

1 MR. BANNISTER:

2 So on each of the Causes of Action. One is
3 Constructive Trust, which would be that the property is
4 his. He's offered nothing in writing ever other than
5 -- other than his testimony he had some an oral
6 agreement, and, therefore --

7 THE COURT:

8 Does part performance not take it out of that?

9 MR. BANNISTER:

10 So, Judge, not a -- I don't believe so. I believe
11 there would have to be -- he would have to show that
12 the Defendant acquired the title, that there was some
13 fraud, duress, abuse or unconscionable conduct to avoid
14 -- to create the Constructive Trust. There are other
15 Causes of Action, Judge, but I don't think a
16 Constructive Trust is one that he has sufficient --

17 THE COURT:

18 All right. I'm going to deny the Motion on that.
19 What's the next one?

20 MR. BANNISTER:

21 Thank you, Your Honor. Intentional Infliction of
22 Emotional Distress he's offered no --

23 THE COURT:

24 I'm going to grant the Motion.

25 MR. BANNISTER:

1 Thank you, Your Honor. Specific performance of the
2 contract he didn't show any -- it's our position that
3 --

4 THE COURT:

5 Mr. O'Connell, what's the contact that he specifically
6 performed?

7 MR. O'CONNELL:

8 Your Honor, may I remain seated?

9 THE COURT:

10 Yes, sir.

11 MR. O'CONNELL:

12 The contract is a verbal contract and a day-by-day
13 contract between two individuals who come into work,
14 even if they own the business like a bar together
15 without any contract. They come in together and their
16 contract is they're both there. They're both working.
17 They're both towards an achievable goal and the goal is
18 to run a business.

19 THE COURT:

20 Is it specific performance? Typically where you have a
21 specific agreed upon purpose and if -- unless The Court
22 takes actions the purpose can't be met, so I'm
23 struggling to what -- what is the specific contract
24 that is sought to be specifically performed here?

25 MR. O'CONNELL:

1 As you heard from the testimony, the specifickness was
2 we will put our money together. We will buy houses
3 together. We will flip the houses and resale the
4 houses to make money. And that's what they've done.
5 They've actually made money off of each individual item
6 they did.

7 THE COURT:

8 All right. I'm going to grant -- there may be a Breach
9 of Contract. I don't know. But on Specific
10 Performance I'm going to grant the Motion.

11 MR. BANNISTER:

12 So the next one will be Breach of Contract.

13 THE COURT:

14 Sir?

15 MR. BANNISTER:

16 I said the next one would be Breach of Contract.

17 THE COURT:

18 I'm going to deny that one.

19 MR. BANNISTER:

20 Thank you, Your Honor. The next one would be
21 Constructive Fraud, which he would be required to prove
22 fraud. I don't believe he's offered any testimony.

23 THE COURT:

24 What's the fraud under the elements of South Carolina?

25 MR. O'CONNELL:

1 If I remember them all, Your Honor, they actually got
2 together with the purpose of working together for an
3 ultimate goal, which was ended when she kicked him out
4 of the house by eviction. And that the fraud is she
5 knew all along or at last -- at least the last year or
6 so of the agreement is that she doesn't want to work
7 for that goal. She was finding the time to kick him
8 out.

9 THE COURT:

10 All right. Go ahead. I'm sorry.

11 MR. O'CONNELL:

12 Oh, no. And -- and it's the -- they got so that he
13 relied on their relationship. He had a right to rely
14 on it because they had done that for ten years or
15 longer. They had been doing this for quite some time,
16 so he had a right to rely on it and then all of a
17 sudden it's over and done. In one day it's over and
18 done with.

19 THE COURT:

20 All right. I'm going to grant the Motion. Again, I
21 don't think this touches all the bases on the elements
22 of fraud.

23 MR. BANNISTER:

24 Thank you, Your Honor. The last one is Breach of
25 Trust. The Plaintiff would have to prove that there

1 was a fiduciary relationship that would have allowed
2 him to rely on her and a fiduciary duty --

3 THE COURT:

4 What's the fiduciary relationship here?

5 MR. O'CONNELL:

6 It's the combination of the money. He put money in.
7 She used the money --

8 THE COURT:

9 But the fiduciary relationship is a special high level
10 of trust under the case law of South Carolina, so what
11 is this that it rises to the category of being a
12 particular fiduciary relationship between Mr. Carroll
13 and Ms. Mowery?

14 MR. O'CONNELL:

15 That they were together. They were in a business
16 together and he puts money in. She did one part. He
17 did one part. And the relationship -- the fiduciary
18 relationship is he -- she actually used 90 percent of
19 his money or more and he did all the work and she reaps
20 all the benefit from it.

21 THE COURT:

22 All right. Mr. Bannister, why isn't this a fiduciary
23 relationship? They're in a relationship of trust.
24 They've been together for a lot of years. He says the
25 agreement was clear. She was going to take care of the

1 paper. I was going to do the labor. And now I got
2 booted out and all this was part of a plan.

3 MR. BANNISTER:

4 So I've got two answers to that. One, he's on notice
5 --

6 THE COURT:

7 Give me the best one.

8 MR. BANNISTER:

9 All right. So quickly. He's on notice of all of the
10 paperwork. He said they deliberately put everything in
11 her name. The loans were in her name. The credit
12 cards were in her name. The paperwork was in her name
13 on purpose. So there's -- there's no -- that doesn't
14 create a fiduciary duty. He's on notice that she's
15 taken title to everything and he has nothing in his
16 name. And the second is, Judge, what he's trying to do
17 is say because we were dating and living together that
18 that creates a fiduciary duty by Ms. Mowery to him
19 because they were -- they were sharing expenses as if
20 they were married, but he doesn't claim they were
21 married. So what he's trying to do is convert this in
22 that a dating relationship is sufficient for him to
23 rely on to get him into a fiduciary relationship, which
24 is just not --

25 THE COURT:

1 All right. I'm going to grant the Motion. I just
2 don't think under the case law of South Carolina that
3 this is a fiduciary relationship category.

4 MR. BANNISTER:

5 Thank you, Your Honor.

6 THE COURT:

7 All right. So now let's move ahead.

8 MR. BANNISTER:

9 Thank you. Can I see if my first witness is here?

10 THE COURT:

11 Yes, sir. And how many witnesses do you anticipate,
12 Mr. Bannister?

13 MR. BANNISTER:

14 So three total.

15 THE COURT:

16 All right. Is there somebody else you can call, Mr.
17 Bannister?

18 MR. BANNISTER:

19 Judge, I'd call Sandra Harkins.

20 THE COURT:

21 All right. Please come around please, ma'am.

22 SANDRA SHELLITO HARKINS, first being duly sworn, was
23 examined and testified as follows:

24 THE COURT:

25 Come around and have a seat, please. And if you'll

1 state your full name.

2 THE WITNESS:

3 Sandra Shellito Harkins.

4 THE COURT:

5 If you would pull that microphone down a little bit
6 more. There you go.

7 EXAMINATION BY MR. BANNISTER:

8 Q. Ms. Harkin, you stated your name for the record. How
9 do you know the parties in this Action?

10 A. Debra has been my best friend for years.

11 Q. Years being now long?

12 A. Oh, probably since 2005.

13 Q. All right. So you knew her when she was still married?

14 A. I knew her when she was -- I helped her move things out
15 of her house. We were both going through a divorce at
16 the same time.

17 Q. Okay.

18 A. She -- so I met her in the summer of 2005.

19 Q. All right. So you were there when she met --

20 A. Uh-huh.

21 Q. -- the Plaintiff in this Action?

22 A. Yes.

23 Q. And you've been friends from then to now?

24 A. Uh-huh. Yes.

25 Q. Where do you live now?

1 A. I live in Florida. Hernando Beach.

2 Q. All right. And you visit up here on occasion?

3 A. On occasion.

4 Q. Have you had opportunities to personally observe Ms.
5 Mowery and Mr. Carroll?

6 A. Yes.

7 Q. Describe for me what you observed.

8 A. In the beginning they tried to have a relationship and
9 it seemed nice and -- and good. And then Terry broke
10 his ankle and at that time Debra wasn't really happy.
11 And nobody really understood why she stayed with him so
12 long.

13 Q. During the time he broke his ankle was he working?

14 A. I don't think he ever worked full time since I've known
15 him. I know he was buying and selling junk. That's
16 all I knew at that time.

17 Q. Were you aware he had a boat business?

18 A. Yeah.

19 Q. Do you know whether or not he made money on the boat
20 business?

21 A. He did not.

22 Q. Do you know where he got the money to get out of the
23 boat business?

24 A. To get out of it?

25 Q. Yeah.

1 A. The only thing I know is that Debra had said that most
2 of the boats went to the junkyard because it just
3 didn't work.

4 Q. This was the buying and selling stuff that he -- that
5 you referred to?

6 A. I thought we were talking about the boat business. I'm
7 sorry.

8 Q. Yeah. Would you describe the boats as junk or was that
9 other junk?

10 A. They didn't -- I think he rented four or five times
11 within a year and a half and most of the time they
12 broke down when they were out.

13 Q. Okay.

14 A. The boats.

15 Q. And did you know when they moved down here?

16 A. I do.

17 Q. Did you have a chance to visit with Ms. Mowery and Mr.
18 Carroll when they lived in South Carolina?

19 A. Yes. Uh-huh.

20 Q. And did you observe how they managed things on a day-
21 to-day basis?

22 A. I was there in January of 2018. I -- I don't -- I
23 don't understand your question actually.

24 Q. So if --

25 A. Did I observe how they were relating to each other

1 then? Is that what you mean?

2 Q. Yeah, who did what -- who did what in the house?

3 A. Well, it was -- it was January and Terry was on the
4 computer most of the time and -- and politics. He's
5 into politics and he -- he was --

6 Q. What days of the week --

7 A. -- he was lazy.

8 Q. What days of the week were you here?

9 A. Oh, I don't know what days of the week. I was here for
10 about a week in January of 2018. And at that time they
11 were not happy. I know that.

12 Q. And did you observe what time Mr. Carroll would leave
13 to go to work and what time he would come back, or did
14 he ever leave?

15 A. He did not at that point in time. I think -- I think
16 that the -- the rental house was finished. Pope Street
17 was just a mess and it was in the middle of winter and
18 he was at the house.

19 Q. All right. Did you ever have any conversation with Mr.
20 Carroll about their marital status?

21 A. No.

22 Q. How about with Ms. Mowery?

23 A. Yeah, she didn't want to get married. Yes.

24 Q. So she never told you they were married already?

25 A. No. No. No.

1 Q. Did she say they were engaged?

2 A. No, never. No.

3 Q. From your conversations with her would she have
4 accepted had he asked?

5 A. No, she would not have.

6 Q. Were you there when Ms. Mowery asked Mr. Carroll to
7 leave?

8 A. Yes.

9 Q. How did that go?

10 A. Wait. Wait. I was there before he left, so I wasn't
11 there when she asked him to leave. I was there and he
12 was spending his days at his sister's house. I
13 assumed. Okay. That's what we assumed. And he would
14 come home late at night to her house.

15 Q. Did you observe him taking anything out of the house
16 when he left?

17 A. I did not, no. That was prior to him moving.

18 Q. Okay. Answer any questions that Mr. O'Connell has for
19 you.

20 THE COURT:

21 Your Witness.

22 MR. O'CONNELL:

23 Your Honor, may it please The Court.

24 EXAMINATION BY MR. O'CONNELL:

25 Q. Harking back, you said you met the parties together in

1 2005; is that correct?

2 A. Yes, right before Christmas.

3 Q. And you were going through a divorce?

4 A. We were both going through a divorce.

5 Q. And so she was living with a divorced man while she was
6 going through a divorce?

7 A. I'm sorry?

8 Q. She was living with Terry while she was going through a
9 divorce?

10 A. Yeah. Right. They were separated. She was separated
11 from her husband. When she met Terry she had left her
12 husband and that's when they met.

13 Q. And you said he was piddling around selling boats or
14 the boats went to the junkyard; is that right?

15 A. That's what I saw. Okay. That's what I remember Debra
16 telling me.

17 Q. Do you know if he received any kind of settlement for
18 an accident or anything?

19 A. I do remember her telling me about that, yeah.

20 Q. Okay.

21 A. Uh-huh. He was -- he was -- he could not work during
22 that year and a half. He could not work and Debra took
23 care of him.

24 Q. Okay. You said in January 2018 you were here for about
25 a week?

1 A. Approximately. I don't remember how many days it was.

2 I know it wasn't any more than a week.

3 Q. Do you recall what the weather was like?

4 A. It was cold.

5 Q. Okay. Rainy or anything? Snowy?

6 A. Not snowing. I mean it could have rained a day or two.

7 I don't know.

8 Q. All right. Do you know when my client, the Plaintiff,
9 gave Ms. Mowery a ring?

10 A. Pardon me?

11 Q. A ring for her finger? Do you know when that happened?

12 A. I remember that. Yeah, it wasn't an engagement ring.

13 Q. I didn't ask that. I said, "Do you remember it?"

14 A. I apologize.

15 Q. Do you remember that?

16 A. I do remember that.

17 Q. Did he give her another ring sometime?

18 A. He could have.

19 Q. All right.

20 MR. O'CONNELL:

21 I have no further questions, Your Honor.

22 THE COURT:

23 Anything else?

24 MR. BANNISTER:

25 No, Your Honor.

1 THE COURT:

2 All right. Thank you, ma'am. You can step down. Call
3 your next witness.

4 MR. BANNISTER:

5 I call Roan Southerlin.

6 ROAN BOYD SOUTHERLIN, first being duly sworn, was
7 examined and testified as follows:

8 THE COURT:

9 You can come around and have a seat, please, sir. And
10 if you'll state your full name.

11 THE WITNESS:

12 Roan Boyd Southerlin.

13 THE COURT:

14 Spell Southerlin, please, sir.

15 THE WITNESS:

16 S-o-u-t-h-e-r-l-i-n.

17 THE COURT:

18 All right. Thank you. All right. Mr. Bannister.

19 MR. BANNISTER:

20 Thank you.

21 EXAMINATION BY MR. BANNISTER:

22 Q. Mr. Southerlin, what do you do for a living?

23 A. I'm a licensed builder. I'm also a home inspector and
24 I also have my real estate license.

25 Q. And what training have you gotten to get -- to become a

1 home inspector?

2 A. Well, my background. I started in construction when I
3 was 14. I did electrical work for eight years. I went
4 -- when I graduated high school I went to work for Duke
5 Power. I stayed there for about two years. I left out
6 of Duke Power to go get my electrical engineering
7 degree and after two years of being in school I just
8 decided that was not the direction I wanted to go. I
9 came out and started building houses with a man that I
10 knew. In 1993 I got my builder's license and I've been
11 in the building industry full time since then.

12 MR. BANNISTER:

13 Judge, I would offer him as an expert in building -- or
14 home inspections and specifically construction code
15 requirements.

16 MR. O'CONNELL:

17 Your Honor, I object. He's not -- there's nothing to
18 indicate he's got any advanced degrees that --

19 THE COURT:

20 Well, let me. Do you have any voir dire of Mr.
21 Southerlin?

22 MR. O'CONNELL:

23 Yes, I'd like to ask him a few questions.

24 THE COURT:

25 Certainly. You have that right.

1 MR. O'CONNELL:

2 Okay.

3 VOIR DIRE EXAMINATION BY MR. O'CONNELL:

4 Q. Do you have any advance degrees like college degrees in
5 the home construction business, electrical engineering,
6 plumbing or anything?

7 A. No, sir, I've got -- I do have certifications in
8 several things as a home inspector. As -- as a builder
9 I do have a state license where I've had to take tests
10 and be approved by the state to be a builder.

11 Q. Okay. A home inspector is that where you just have --
12 you can't prod or anything, you can just look; is that
13 right?

14 A. Right. A home inspector would do a visual inspection
15 only.

16 Q. That's right. And what's the criteria for being a home
17 inspector?

18 A. As a builder, a licensed builder in the State of South
19 Carolina --

20 Q. A home inspector?

21 MR. BANNISTER:

22 Judge, he's answering the question.

23 THE WITNESS:

24 I'm answering the question, sir.

25 THE COURT:

1 Go ahead, sir.

2 A. The State of South Carolina allows me as a licensed
3 builder to also be a home inspector.

4 Q. As a licensed builder how many homes have you built?

5 A. It would be about impossible for me to count. Several
6 -- several hundred. Probably close to a 1,000.

7 Q. Okay. How many other inspections have you done?

8 A. I've been a home inspector for four years now.

9 Q. Four years.

10 MR. O'CONNELL:

11 Your Honor, I don't see how he's an expert in anything
12 other than he's got a license to build houses.

13 Q. What is your license like? What level is it? They
14 have different levels; right?

15 A. Mine is a residential builder's license.

16 Q. Is that it? It's a residential builder's license?

17 A. Yes, sir.

18 Q. Thank you.

19 MR. O'CONNELL:

20 Your Honor, I object. He's not an expert.

21 THE COURT:

22 All right. Mr. Bannister, he's being offered for what
23 purpose here this morning?

24 MR. BANNISTER:

25 He's being offered as an expert on home inspections and

1 the requirements for building houses. And I would
2 offer him based on the fact he's a licensed builder.
3 He's a licensed home inspector and he just testified
4 he's built over a 1,000 houses himself.

5 THE COURT:

6 All right. I find him qualified.

7 MR. BANNISTER:

8 Thank you, Your Honor.

9 THE COURT:

10 Subject, of course, Mr. O'Connell's objection.

11 MR. O'CONNELL:

12 Thank you, Your Honor.

13 EXAMINATION BY MR. BANNISTER:

14 Q. Mr. Southerlin, were you contacted by Debra Mowery
15 regarding some homes that she owned and wanted to have
16 inspected?

17 A. Yes, sir, my office was.

18 Q. What were the addresses that she asked you to help her
19 look at?

20 A. I would have to look at the report to verify that, but
21 109 Linda Lane and 204 South 9th Street.

22 Q. All right. And did you prepare -- did you do
23 inspections on those two houses?

24 A. Yes, sir.

25 Q. All right. Is that a true and accurate copy of the

1 inspection that you did showing what work you had --
2 what you looked at?

3 A. (Witness reviewing document.) Yes, sir.

4 Q. And is that how you normally present an Inspection
5 Report at your business?

6 A. Yes, sir.

7 Q. And did you, in fact, provide a copy to Ms. Mowery?

8 A. Typically we provide a copy to whoever hires us, plus
9 generally they have a Realtor. They're usually
10 purchasing a house.

11 MR. BANNISTER:

12 Judge, I would offer the inspection on 109 Linda Lane
13 as Defendant's 16 and the inspection on 204 South 9th
14 Street as Defendant's 17.

15 THE COURT:

16 All right.

17 MR. O'CONNELL:

18 Your Honor, I would object to these inspections because
19 they're done September 13th of 2019. Not when this
20 property was taken over by the parties and not -- and
21 after my client was kicked out of all the properties.

22 THE COURT:

23 All right. You can certainly go into that on cross.

24 MR. O'CONNELL:

25

1 MR. O'CONNELL:

2 Okay. Thank you very much.

3 (Introduction of previously marked document,
4 Inspection Report 109 Linda Lane Property,
5 as Defendant's Exhibit Number 16.

6 Introduction of previously marked document,
7 Inspection Report 204 South 9th Street Property,
8 as Defendant's Exhibit Number 17.)

9 THE COURT:

10 Go ahead.

11 MR. BANNISTER:

12 Thank you, Your Honor.

13 Q. When you were doing these inspections were you aware
14 that there was litigation over these properties?

15 A. She had mentioned something that morning when I showed
16 up that she was going through a divorce and that was
17 the reason she was doing the inspections.

18 Q. All right. Do you remember exactly what she said or
19 did you just know there was some argument over --

20 A. I don't remember exactly what was said, no, sir.

21 Q. All right. Let's look at the inspection for 204 South
22 9th Street. Tell me could the house at 204 South 9th
23 Street be sold based on your inspection of the
24 property? Was there anything wrong with it? That's
25 what I'm asking.

1 MR. O'CONNELL:

2 Your Honor, I'm going to object. How can he tell
3 whether the house can be sold or not when he's a home
4 inspector?

5 THE COURT:

6 Rephrase the question.

7 Q. After you did the inspection did you determine there
8 was anything wrong with the house?

9 A. Typically what we find, when we find something we -- we
10 write it up in a way that it shows up on the Summary
11 Page. So the Summary Page shows the things that we
12 find wrong.

13 Q. Hold on one second.

14 A. The Summary Page is page 7 of 32.

15 MR. BANNISTER:

16 Judge, I'll hand you those up.

17 THE COURT:

18 Thank you, sir.

19 Q. All right. What page is the Summary Page on?

20 A. Page 7 of 32.

21 Q. All right. So kind of run through the problems that
22 you found in the property.

23 A. Let me see. Start down Number 1B we see the crawl
24 space has been dug out. We always recommend having
25 somebody else -- many times we recognize -- recommend

1 that a structural engineer if we see something that
2 appears to be a substantial issue, but recommend having
3 the piers evaluated to make sure they're properly
4 supportive. 1C the ceiling gaps where pipes and wires
5 entered foundation wall. And 2B floor joist loose from
6 the girder under the front porch. 2C the girder under
7 the porch is free floating on one end. It should be
8 supported at both ends. Number 6 the deck is pulling
9 away from the house at the rear entry door.

10 Q. So as you go through -- I'm going to let you keep
11 going, but as you go through those problems as an
12 inspector you just recommend these are things that need
13 to be fixed --

14 A. Yes, sir.

15 Q. -- on the house?

16 A. Yes, sir.

17 Q. Okay.

18 A. As an inspector we go through and like I said we try to
19 find all the problems.

20 Q. Yes, sir.

21 A. Let me see. Number 9 there's some missing trim, lower
22 trim to the fascia. Number 10 there's some gaps around
23 the flashing on the roof, on the chimney.

24 Q. Did it appear to have a new roof, fairly new?

25 A. I don't -- right off the top of my head I don't

1 remember.

2 Q. Would that be somebody who replaced the roof you would
3 expect them to properly put flashings up on the
4 chimney?

5 A. Yes, sir.

6 Q. Okay. Keep going.

7 A. Number 12 extend the pipe on the water pressure relief
8 valve to the exterior.

9 Q. Where did it go?

10 A. Give me just a second to look through the pictures and
11 see if there was one there. Many times when we see a
12 water heater has been replaced, especially in cases
13 where a homeowner does it, or just a friend of the
14 family, or somebody does it, we'll see that the water
15 heater pressure relief valve is either not installed.
16 I mean not the valve, but the piping for the pressure
17 relief valve has either not been installed or it just
18 runs from the water heater down to the ground or
19 something. But it should extend -- it should go from
20 wherever the water heater is to the exterior of the
21 house and be -- we like to see it within six inches to
22 the ground. Based on the picture on the water heater
23 that I see on page 15 there's a pipe on the pressure
24 relief valve, but it extends down partially on the side
25 of the water heater. It does not go to the exterior of

1 the house.

2 Q. Is that something that a licensed homebuilder or a
3 licensed contractor would do or is that -- would that
4 not -- would that not pass inspection?

5 A. There are -- there are certain things that inspectors,
6 county inspectors, look for that they would like to
7 see. On all new construction they want to see it
8 vented to the outside -- not vented but draining to the
9 outside of the house and they want to see it close to
10 the ground. They don't necessarily measure it for six
11 inches, but they do make sure that it's close to the
12 ground.

13 Q. Okay. All right. What else? Anything else?

14 A. Number 15 open knockouts noted in the main electrical
15 panel. (Witness reviewing exhibit.) Down around
16 Number 21 the crawl space is partially insulated. 21B
17 it only has three and a half inches of insulation in it
18 and then 21C the insulation that's there is installed
19 backwards. The vapor barriers should be -- should face
20 the conditioned area of the house. (Witness reviewing
21 exhibit.) It's a little warm in here (taking coat
22 off).

23 THE COURT:

24 Yes, sir.

25 A. Those are some of the main -- main items that I see on

1 the 204 9th Street.

2 Q. Okay. Could you tell whether the recently made repairs
3 had been done by -- could you tell if it had been done
4 by a licensed contractor or not?

5 MR. O'CONNELL:

6 Your Honor, I'm going to object. His question is
7 recently made repairs. What does the word recently
8 mean?

9 THE COURT:

10 I sustain the objection.

11 Q. Could you determine that work had been done to the
12 house?

13 A. I could tell that work had been done to the house, yes,
14 sir.

15 Q. And the work that you observed that had been done to
16 the house could you tell whether it appeared to be done
17 by a licensed contractor or not?

18 A. Some of the things appeared to be, some of the things
19 did not appear to be.

20 Q. Did the repairs appear to be finished?

21 A. (Witness reviewing exhibit.) From the pictures I've
22 seen and based on recollection it's hard for me to
23 remember on that, because I inspect two houses a day
24 every day.

25 Q. Yes, sir.

1 A. So going back on memory it's kind of hard to remember.

2 Q. All right. Let's go to 109 Linda Lane in Easley. Did
3 you inspect that one?

4 A. Yes, sir.

5 Q. That's Defendant's Number 16. Did you do a similar
6 Summary Page on that?

7 A. Yes, sir.

8 Q. Is that page 7?

9 A. It should be somewhere around the same page number.
10 Yes, sir.

11 Q. Did you note any issues with that house?

12 A. (Witness reviewing exhibit.) Number 5 the deck is
13 secured to the house with masonry nails. Number 6 the
14 deck is greater than 30 inches above grade and it
15 didn't have a rail on it. The same with Number 8 the
16 porch height requires a 36-inch rail. Number 10 the --
17 the crawl space under the addition did not have any
18 kind of access door or any kind of doors installed to
19 prevent pests from getting in there. Number 12
20 accordion style drain pipe under the kitchen sink.
21 Number 13 again the water pressure relief pipe. Number
22 14 the electrical panel covers were missing. Number 15
23 white wires in the sub-electrical panel used as hot
24 wires need to be identified as -- as service wires. 16
25 the service wire appears low to the ground. Number 19

- 1 loose and hanging wires need to be properly secured in
2 the crawl space and terminated and cover junction
3 boxes. Number 19B loose or hanging wires need to be
4 stapled to the floor joist. 19C open electrical
5 junction boxes need to have black cover plates
6 installed. Number 21 the missing electrical panel
7 cover is -- or missing electrical panel cover. Number
8 22 there was several missing interior lights. Number
9 26 the floors in the addition need to be properly
10 installed. 27 handrails along interior stairways. 28
11 step threads were not level. Number 29 interior window
12 trim in addition had not been installed. 29B
13 replacement windows had been installed, but storm
14 windows had been left in place, which meant that some
15 of the storm windows could not be opened due to the
16 replacement windows. Those are -- those are the main
17 things that I see as far as the construction aspect.
- 18 Q. All right. And when you were there could you tell that
19 there had been some work done on the house?
- 20 A. Yes.
- 21 Q. And could you tell from your observation and your
22 experience whether or not that work was done by a
23 licensed contractor?
- 24 A. Again, some of it appeared to be. Some of it didn't
25 appear to be.

1 Q. So the deck that was put on you said it was anchored to
2 the house with?

3 A. With masonry nails.

4 Q. Masonry nails. Is that -- is that not the proper way
5 to do it?

6 A. Well, typically when you mount a deck to the house if
7 you're going into masonry you'll drill it and put in a
8 lag shield and run lag bolts into it or you can use a
9 Tapcon where you drill through the wood and through the
10 brick and secure it with a Tapcon. But masonry nails
11 are usually only about three to three and a half inches
12 long. So you're only securing it with about an inch to
13 an inch and a half of a masonry nail. You want
14 something a little more substantial.

15 Q. Does Easley have a requirement that a contractor pull a
16 permit to do those, to build a deck like that or change
17 out a water heater or --

18 A. Most jurisdictions do not require a homeowner or a
19 contractor to pull a permit to build a deck or a water
20 heater, things of that nature.

21 Q. Is there any kind of inspection that happens after
22 those things are done?

23 A. Typically, no.

24 Q. So when do those kind of mistakes normally get caught
25 in the stream of commerce?

1 A. If it's a new construction they get caught during the
2 new construction phase. But on an existing house when
3 someone comes in and removes a deck and replaces a deck
4 or repairs a water heater those things typically don't
5 get caught until somebody gets ready to sell a house or
6 something of that nature.

7 Q. And what happens when you get ready to sell the house
8 and there's an Inspection Report like this? What
9 typically happens?

10 A. Those things are called -- those things are called out
11 and then it becomes a negotiating point between the
12 buyer and the seller. If the buyer wants everything
13 fixed and brought up to a certain standard they send in
14 a repair request to the seller. The seller then gets
15 with their Realtor and they say we're willing to fix
16 item, this item, and this item, but some items we're
17 not willing to fix. And in real estate there's only
18 certain -- certain repairs that are required repairs,
19 which is if a roof is leaking it has to be repaired.
20 If windows were broken they have to be repaired. You
21 have to have functioning heat, functioning air, running
22 water, and hot water. Those are some of the required
23 repairs.

24 Q. On the Linda Lane house would you have -- based on your
25 experience and expertise would you have an estimate of

1 what it would cost to repair all those things?

2 A. (Witness reviewing exhibit.) Securing the house -- I
3 mean securing the deck to the house --

4 THE COURT:

5 If you could just give a -- just a one price instead of
6 going line by line.

7 A. Okay. (Witness reviewing exhibit.) If the things were
8 called out probably somewhere 8 to \$9,000 range.

9 Q. All right. How about on the same sort of sum total on
10 South 9th Street?

11 A. (Witness reviewing exhibit.) Probably somewhere around
12 5 to 6,000.

13 MR. BANNISTER:

14 No other questions, Your Honor.

15 THE COURT:

16 All right. Your witness, Mr. O'Connell.

17 MR. O'CONNELL:

18 Thank you, Your Honor.

19 EXAMINATION BY MR. O'CONNELL:

20 Q. Let me ask you. Don't I know you from some place?

21 MR. BANNISTER:

22 I object to the question, Your Honor.

23 MR. O'CONNELL:

24 No, no, I used to -- no --

25 THE COURT:

1 What kind of question is that?

2 MR. O'CONNELL:

3 Judge, you've got let me explain. I know Advantage
4 Inspection. I used to know Charlie Shipman and --

5 THE COURT:

6 You may ask him questions, but like do I know you from
7 somewhere may not be particularly relevant today.

8 MR. O'CONNELL:

9 Well, it's relevant because I --

10 THE COURT:

11 I appreciate the social skills.

12 MR. O'CONNELL:

13 Okay. Thank you very much.

14 THE COURT:

15 Let's narrow it to the issue in front of The Court.

16 MR. O'CONNELL:

17 Okay.

18 Q. You said that these reports, the inspection was done
19 9/13 of 2019. That's -- is that September the 13th of
20 2019?

21 A. Yes, sir, the dates that is on them would be the date
22 that I did them.

23 Q. Okay. And that's about a year and five months after
24 Mr. Carroll was removed from the property; is that
25 correct?

1 A. I have no information on that.

2 Q. Okay. And when you met Ms. Mowery did she say she
3 wanted this done because they were going through a
4 divorce?

5 A. When I started the inspections throughout the
6 conversation she said that she was doing the
7 inspections because she was going through a divorce.

8 Q. Okay. And let me ask you. You're -- as a home
9 inspector you're only required to do eyesight and you
10 can't poke or prod or anything; is that right?

11 A. We -- we don't remove any covers except for on a gas
12 furnace. We'll remove the inspection cover. The only
13 probing we can do is if we see potential rotten wood.
14 We can take a screw driver and probe it to see if it's
15 rotten. We do have a moisture meter that we stick into
16 wood to evaluate the moisture content of the wood, but
17 it's very minor probing, yes, sir.

18 Q. Okay. So you don't know when all these things could
19 have gone wrong with this house, do you?

20 A. No, sir.

21 Q. Okay. And they could have gone six months earlier,
22 three months earlier; is that correct?

23 A. They could have, yes, sir.

24 Q. What do you know about a floating deck, a free-floating
25 deck?

1 A. A free-floating deck?

2 Q. Yes.

3 A. Typically those are installed on mobile homes where
4 they're completed detached from a mobile home. The
5 reason that is is because the perimeter where you need
6 to secure the deck is usually a metal band and so they
7 have to do a completely free-floating deck.

8 Q. And the house that had the free-floating deck was the
9 deck okay?

10 A. Well, those -- like I say those are typically on
11 trailers and they are fine.

12 Q. The deck was fine?

13 A. Yes, sir.

14 Q. Okay. And the only qualm you had about it it wasn't
15 attached to the house; is that right?

16 A. Well, the method that it was attached to the house, at
17 least this particular one, yes, sir.

18 Q. Does it have to be attached to the house?

19 A. Well, on a trailer there's no way to attach it. But
20 typically on a stick-built structure it typically is
21 attached to the house.

22 Q. Okay.

23 MR. O'CONNELL:

24 I don't have any further questions. Thank you, Your
25 Honor.

1 THE COURT:

2 Any further very brief questions?

3 MR. BANNISTER:

4 No, Your Honor.

5 THE COURT:

6 All right. Thank you, sir. May Mr. Southerlin be
7 excused?

8 MR. BANNISTER:

9 Yes, Your Honor.

10 MR. O'CONNELL:

11 Yes, Your Honor, I have no -- we don't want to keep him
12 around. He's got work to do.

13 THE COURT:

14 All right. Mr. Bannister, you-all only have one
15 witness left?

16 MR. BANNISTER:

17 My client, yes.

18 THE COURT:

19 How long do you anticipate? What I'm debating is do we
20 go ahead and break for lunch or do we push through?

21 MR. O'CONNELL:

22 Push through.

23 MR. BANNISTER:

24 What time is the latest you go to lunch?

25 THE COURT:

1 Supper.

2 MR. BANNISTER:

3 What's that?

4 THE COURT:

5 Supper.

6 MR. O'CONNELL:

7 Let's just push through.

8 MR. BANNISTER:

9 So based on how we're moving along I would say we would
10 be probably done with her in an hour.

11 THE COURT:

12 All right. As long as you-all don't ruin the track
13 record you're building then let's move ahead.

14 MR. BANNISTER:

15 Now, I don't want to make any guarantees.

16 MR. O'CONNELL:

17 Is that lawyer time or real time?

18 THE COURT:

19 I've learned the difference, Mr. O'Connell.

20 MR. O'CONNELL:

21 I have, too, Your Honor.

22 THE COURT:

23 All right.

24 MR. BANNISTER:

25 I call Debra Mowery.

1 THE COURT:

2 Yes, sir.

3 DEBRA MOWERY, first being duly sworn, was examined and
4 testified as follows:

5 THE COURT:

6 Come around and have a seat, please. And if you'll
7 state your full name.

8 THE WITNESS:

9 Debra Mowery.

10 THE COURT:

11 All right. Mr. Bannister.

12 EXAMINATION BY MR. BANNISTER:

13 Q. Ms. Mowery, there's some time frames I need to get
14 straight. In May of 2015 what houses did you own?

15 A. In 2015 in May I still owned 4548 Church Street and 109
16 Linda Lane.

17 Q. 539 Pope Field?

18 A. In -- no, Pope Field was purchased in 2016.

19 Q. It was purchased in 2016. How about 204 South 9th
20 Street?

21 A. 2016.

22 Q. All right. So I'm talking about the properties. Do
23 you still own 109 Linda Lane?

24 A. Yes.

25 Q. And when is the last time work was done on 109 Linda

1 Lane?

2 A. About a year -- well, about four or five months ago.

3 Q. All right. And by -- when was the last time work was
4 done on Linda Lane by Mr. Carroll? I didn't make that
5 clear.

6 A. It was about a year and a half, maybe two years ago.

7 Q. All right. And 204 South 9th Street do you still own
8 it?

9 A. Yes, sir.

10 Q. Is it in your name?

11 A. Yes, sir.

12 Q. And when is the last time Mr. Carroll has done any work
13 on 9th Street?

14 A. 2016.

15 Q. All right. 539 Pope Field do you still own it?

16 A. Yes.

17 Q. Is it still in your name?

18 A. Yes.

19 Q. When is the last time Mr. Carroll did any work on Pope
20 Field?

21 A. Probably about the same time. 2016.

22 Q. All right. And 4548 Church Street is that the house in
23 Maryland?

24 A. Yes.

25 Q. Has that house been sold?

1 A. Yes, sir.

2 Q. The monies from that house have been spent or gone or

3 --

4 A. Yes.

5 Q. All right. You heard some testimony about when you-all

6 met. When you-all got together was Mr. Carroll

7 working?

8 A. Sporadically.

9 Q. He didn't have like a full-time --

10 A. No.

11 Q. -- job making \$90,000 a year?

12 A. No.

13 Q. All right. And why did you -- did he move in with you?

14 A. In 2016, yes. I'm sorry. 2006.

15 Q. 2006 he moved in with you --

16 A. Uh-huh.

17 Q. -- into the house that you owned?

18 A. I rented at the time.

19 Q. Okay. And what was you-all's understanding of who

20 would pay for food, rent, utilities at that time?

21 A. There was no real agreement, written or other. I paid

22 all the bills on Main Street and Terence Carroll lived

23 there.

24 Q. Okay. So he did live with you?

25 A. Uh-huh.

- 1 Q. Did you buy the groceries?
- 2 A. Yes.
- 3 Q. Did you pay the power bill?
- 4 A. Yes.
- 5 Q. Water bill?
- 6 A. Yes.
- 7 Q. Where did that money come from?
- 8 A. I owned a business, Hawk Shadow Business Services.
- 9 Q. And was that the business they were talking about doing
- 10 taxes?
- 11 A. Yes.
- 12 Q. All right. Did you ever transfer any ownership
- 13 interest in that business to Mr. Carroll?
- 14 A. No.
- 15 Q. All right. When did you-all move to South Carolina?
- 16 A. 2016.
- 17 Q. All right. Tell me how you came to acquire the home --
- 18 the properties that you own in South Carolina. Which
- 19 one was first?
- 20 A. Okay. Linda Lane was the first one. I took a mortgage
- 21 out on my house 4548 Church Street and --
- 22 Q. And that's the one that was in Maryland?
- 23 A. That's one that was in Maryland.
- 24 Q. Okay.
- 25 A. And I bought Linda Lane.

1 Q. So when you took the mortgage out on the house you
2 owned in Maryland were you the only personal guarantor?

3 A. Yes.

4 Q. Did Mr. Carroll sign on and take responsibility for
5 that debt?

6 A. No.

7 Q. If you had not been able to pay that mortgage did Mr.
8 Carroll have any legal obligation to you or the bank to
9 take care of that?

10 A. No.

11 Q. Okay. So it was your debt to buy Linda Lane?

12 A. That is correct.

13 Q. All right. And what shape was Linda Lane in when you
14 bought it?

15 A. It was a foreclosure and it needed work, yes. It
16 needed a rehab.

17 Q. All right. And did Mr. Carroll come down here like he
18 testified and stay in that house and do work?

19 A. He -- yes, he came down shortly after it was purchased
20 in 2015.

21 Q. All right. And how did he pay for his food, and gas,
22 and the material to make those repairs?

23 A. I gave him use of my credit cards and he used those to
24 buy most of them and I paid all the other bills.

25 Q. So you were paying the mortgage payment on the house.

1 You provided him with a credit card to charge his
2 living expenses. Did you-all -- who paid for the
3 material at Linda Lane?

4 A. I did.

5 Q. All right. You heard described I think previously, or
6 correct me if I'm wrong, that you-all had a joint
7 account at BB&T; is that true?

8 A. There was an account that he had signature on at BB&T.

9 Q. But it wasn't a joint account, right of survivorship?

10 A. Not to my knowledge, no. No.

11 Q. Did you-all ever have any financial account where you-
12 all were joint owners where that if either one of you
13 died the other one would get that money?

14 A. No.

15 Q. So when you granted him signatory authority on that
16 account was that for your convenience?

17 A. I gave him signatory authority on most of my accounts
18 for that reason, for -- for convenience as if he needed
19 something I didn't have to be there.

20 Q. I'm going to show you something and I believe if you
21 will just tell The Court what that is.

22 A. These are reports showing the amount that I spent on
23 Terence Carroll in the course of each year.

24 Q. So from the year you met can you just quickly tell The
25 Court how much you spent on Mr. Carroll that you can

1 trace back through your accounts from I guess 2006 or
2 '7 till now? Till 2018 when you-all separated?

3 A. (Witness reviewing documents.) It's about 201,000.

4 Q. And that's just what you've gone back through your
5 records to determine how much of your money you spent
6 that you can tie back to him? How did you do that?
7 Like utilities how did you determine what utilities?

8 A. I have QuickBook records. I went through those and I
9 got the totals for each year and then appropriated, you
10 know, half to myself and half to him. For some items
11 such as his automobile insurance I paid 100 percent.
12 For all of the Verizon Wireless bills I paid 100
13 percent. Groceries I primarily paid, but I only took
14 what I paid for. I don't have the information on what
15 he may have paid for.

16 Q. On some of these you put rent. What rent? Is that
17 what you think is the fair value of him living there
18 was or what?

19 A. Well, in 2018 where it says rent \$5,400 that would be a
20 charge, a very reasonable charge, for him to rent a
21 place. He probably couldn't even get a place for 400
22 and some dollars a month, but the rental on the 109
23 Linda Lane is about \$1,600 so I just was being fair.

24 Q. But that would be what he would have paid had he been
25 renting somewhere instead of living with you?

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM PICKENS COUNTY
Court of General Sessions
Charles B. Simmons, Master in Equity

Appellate Court Case No.: 2020-000396

RECEIVED

Feb 18 2021

SC Court of Appeals

Terrance "Terry" Carrol,..... Appellant,

v.

Debra Mowery, TD Realty, Upstate RE Group,
Hawk Shadow Business Services, LLC, and Debra Mower Realtor, ... Respondents.

RECORD ON APPEAL

VOLUME II

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February 18, 2021.

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1 A. That amount, yes.

2 Q. All right.

3 MR. BANNISTER:

4 Judge, I'd offer that summary of those numbers as --

5 MR. O'CONNELL:

6 And I'm going to object.

7 MR. BANNISTER:

8 -- as Defendant's 21.

9 THE COURT:

10 All right. Hold on. Sir?

11 MR. O'CONNELL:

12 These are numbers she came up with. There's no basis
13 to these numbers. She's speculated on how much rent
14 there would be, how much the cost would be. Where did
15 these numbers come from?

16 THE COURT:

17 I think that's a wonderfully appropriate line of
18 question. I think that goes more to credibility as
19 opposed to admissibility, so I'm going to allow the
20 exhibit in as her summary of computations.

21 MR. BANNISTER:

22 Thank you, Your Honor.

23 THE COURT:

24 Subject of course to your cross-examination. What's
25 the exhibit number, Mr. Bannister?

1 MR. BANNISTER:

2 21

3 THE COURT:

4 I'm sorry.

5 MR. BANNISTER:

6 Number 21.

7 THE COURT:

8 Thank you.

9 (Court reporter marks document,
10 Summary of Computations,
11 as Defendant's Exhibit Number 21.)

12 Q. All right. What I'm going to do is go through some
13 exhibits that we premarked I don't think they have an
14 objection to and ask you to tell us what that is and
15 then I'm going to introduce them as we go through. Can
16 you tell me what's marked as Defendant's Exhibit 1? Is
17 that a title to real estate?

18 A. Yes.

19 Q. Do you remember which property that is? Can you tell
20 from that?

21 A. Yeah, this was a clarification of a title incident.
22 And this was on -- was it 109? I believe it was 109
23 Linda Lane, yeah.

24 Q. All right. And attached to that is the original Deed;
25 is that right?

1 A. That is correct. Yes.

2 Q. And is that property in your name?

3 A. Yes.

4 MR. BANNISTER:

5 Judge, I'd offer that as Defendant's 1.

6 THE COURT:

7 All right.

8 (Introduction of previously marked document,

9 Clarification of Title and Deed to Linda Lane,

10 as Defendant's Exhibit Number 1.)

11 Q. All right. The next one. There's a Special Warranty
12 Deed. Can you tell The Court which piece of property
13 that is?

14 A. 204 South 9th Street.

15 Q. All right. And is that titled in your name?

16 A. Yes.

17 MR. BANNISTER:

18 Judge, I'd offer that as Defendant's 2.

19 (Introduction of previously marked document,

20 Warranty Deed for 204 South 9th Street,

21 as Defendant's Exhibit Number 2.)

22 Q. All right. Number 3 is a Special Warranty Deed in your
23 name. Can you tell The Court which property that is?

24 A. This is 109 Linda Lane.

25 MR. BANNISTER:

1 Judge, I'd offer that as Defendant's Exhibit 3.

2 (Introduction of previously marked document,

3 Special Warranty Deed for 109 Linda Lane,

4 as Defendant's Exhibit Number 3.)

5 Q. Defendant's 4 appears to be a Deed. What Deed is that?

6 A. 4548 Church Street in Whiteford, Maryland.

7 Q. That's the one in Maryland?

8 A. Uh-huh.

9 Q. And whose name is that property in?

10 A. Mine.

11 Q. All right.

12 MR. BANNISTER:

13 Judge, I'd offer that as Defendant's 4.

14 (Introduction of previously marked document,

15 Deed to 4548 Church Street Property,

16 as Defendant's Exhibit Number 4.)

17 Q. What's been marked as Defendant's 5 looks like a

18 Closing Disclosure. Who is the seller on that?

19 A. Myself.

20 Q. And what's that for?

21 A. This was the sale of 4848 Church -- 4548 Church Street.

22 Q. And is that 78,224, is that what you received at the
23 bottom?

24 A. Yes.

25 MR. BANNISTER:

1 Your Honor, we'd offer that as Defendant's 5.

2 MR. O'CONNELL:

3 Your Honor, I'm going to object to that because it says
4 property location is 530 Pope Field Road, Easley, South
5 Carolina where it says the number. Is there another
6 one here. We got it, Your Honor.

7 THE COURT:

8 All right.

9 MR. O'CONNELL:

10 Thank you very much.

11 THE COURT:

12 So you're withdrawing your objection for Defendant's 5?

13 MR. O'CONNELL:

14 Yes, Your Honor.

15 THE COURT:

16 Thank you.

17 (Introduction of previously marked document,
18 Closing Disclosure for 4548 Church Street Property,
19 as Defendant's Exhibit Number 5.)

20 Q. All right. Now, the next one which has been premarked
21 as Defendant's Exhibit 6 is that the Settlement
22 Statement from -- well, which one is it?

23 A. This is Pope Field.

24 Q. Oh, is this the Proposed Settlement Statement that you
25 got that did not close?

1 A. Yes.

2 MR. BANNISTER:

3 Judge, I'd offer that as Defendant's 6.

4 MR. O'CONNELL:

5 Yes, Your Honor, that's fine.

6 (Introduction of previously marked document,
7 Proposed Settlement Statement for Pope Field Property,
8 as Defendant's Exhibit Number 6.)

9 Q. Just about Pope Field you-all had a closing date set,
10 May 18th, 2018; is that right?

11 A. '17.

12 Q. I'm sorry.

13 A. No, it was '18. I'm sorry.

14 Q. Okay. And you and the buyer had agreed on a purchase
15 price?

16 A. 61,000.

17 Q. And were you prepared to sell that property to the
18 buyer?

19 A. It was scheduled for settlement at 9:30 the following
20 morning, yes.

21 Q. And are you aware of anything other than the Mechanic's
22 Lien and Lis Pendens filed by the Plaintiff in this
23 case that stopped that -- that would have stopped you
24 from closing on that property?

25 A. No.

1 Q. As a result of that have you continued to have expenses
2 associated with Pope Field?

3 A. Yes.

4 Q. And that you've been deprived of the use of the \$61,000
5 you would have received?

6 A. Yes.

7 Q. Can you tell The Court what those expenses are that
8 you've had to pay between May of 2018 and today?

9 A. I pay a line of credit which is \$1,400 a month and
10 250,000 -- or \$250 of that is about -- about where the
11 interest runs. Often I get late fees because I really
12 don't have that kind of money. I also -- because of
13 that I've been late on several payments and it's
14 affected my credit and I pay the taxes and the
15 insurance.

16 Q. Offhand do you know what the taxes are?

17 A. \$729.31. Somewhere around there.

18 Q. So you've got about 16 months of \$1,600 a month
19 payments plus late fees, plus taxes you've had to pay
20 since the property couldn't be sold?

21 A. Right.

22 Q. All right. If you'll look at what's been premarked
23 Defendant's Exhibit 7. Is that the Mechanic's Lien
24 that was given to you and the buyer alleging that you
25 owed Mr. Carroll it looks like \$61,000 for work he had

1 done on your property?

2 A. This is -- yes. Yes. Uh-huh. This is the Mechanic's
3 Lien that I received.

4 Q. Prior to --

5 MR. BANNISTER:

6 So, Judge, I'd offer that as Defendant's 7.

7 THE COURT:

8 All right.

9 Q. Prior to receiving this Mechanic's Lien had you ever
10 received an invoice or a statement or anything in
11 writing from Mr. Carroll saying to you that for the
12 work he did on this house you owed him \$61,000?

13 A. No.

14 Q. If you'll turn your attention to what's been marked as
15 Defendant's Number 8. Is that the Articles of
16 Organization for Hawk Shadow Business Services?

17 A. Yes.

18 MR. BANNISTER:

19 Judge, I'd offer that as Defendant's 8.

20 THE COURT:

21 All right.

22 (Introduction of previously marked document,
23 Articles of Organization Hawk Shadow Business Services,
24 as Defendant's Exhibit Number 8.)

25 Q. Can you tell me when Hawk Shadow Business Services, LLC

1 was created?

2 A. The LLC was created in 2006, but I was in operation
3 since 1995.

4 Q. And when did you meet Mr. Carroll? When did you-all
5 start living together?

6 A. 2006.

7 Q. Was it before or after you incorporated your company?

8 A. It was after. It was -- he moved in -- yeah, this was
9 done before actually.

10 Q. Okay. So that was a company that existed in your
11 previous marriage?

12 A. Yes.

13 Q. That you received in the divorce?

14 A. Yes.

15 Q. And you created an organization LLC prior to becoming
16 involved with Mr. Carroll?

17 A. Yes.

18 Q. Okay. Look at what's been marked as Defendant's 9. Is
19 that the Articles of Organization for TD Realty, LLC?

20 A. Yes.

21 Q. Are you the organizer of that company?

22 A. Yes.

23 Q. Did you ever have any discussions about making Mr.
24 Carroll an officer in that company?

25 A. No.

1 MR. BANNISTER:

2 Judge, I'd offer that as Defendant's 9.

3 THE COURT:

4 All right.

5 (Introduction of previously marked document,
6 Articles of Organization -- TD Realty Group,
7 as Defendant's Exhibit Number 9.)

8 Q. Now, look at what's been marked as Defendant's 20. Is
9 that Articles of Incorporation for Upstate -- Upstate
10 RE Group, Inc?

11 A. Yes.

12 Q. And --

13 A. This is -- are you referring to Exhibit 10?

14 Q. I'm on 20.

15 A. That's the Lease -- Lease Agreement.

16 Q. Let's go in your order. What number -- you've got
17 Defendant's 10. What is that?

18 A. This is a Lease Agreement between L & N Building and
19 myself and Cole Reynolds as representatives for Upstate
20 RE Group.

21 Q. And who signed -- which one are you -- who is L & N
22 Building?

23 A. That's the owner of the building that we leased.

24 Q. And who's Cole Reynolds?

25 A. He was my broker-in-charge.

1 Q. Is that part of your real estate business?

2 A. Yes.

3 Q. Are you the licensed Realtor?

4 A. I'm a licensed Realtor.

5 Q. Was Mr. Carroll involved in the negotiation of this
6 lease or with your real estate business?

7 A. No.

8 Q. In terms of being an owner?

9 A. No.

10 Q. Or negotiating any terms?

11 A. No.

12 Q. Did he have any liability personally for any of the
13 obligations of you to pay the rent?

14 A. No.

15 MR. BANNISTER:

16 Judge, I'd offer that as Defendant's 10.

17 THE COURT:

18 All right.

19 (Introduction of previously marked document,
20 Lease Agreement with L & N Building & Upstate Realty Group,
21 as Defendant's Exhibit Number 10.)

22 Q. Okay. Look at Defendant's 11 and tell The Court what
23 that is?

24 A. This is a Title for a 1996 Jaguar.

25 Q. And whose name is that in?

1 A. Mine. Debra Mowery.

2 Q. Did you ever have any agreement, written or otherwise,
3 that you would give that car to Mr. Carroll?

4 A. No.

5 Q. While you were dating did you let him drive it?

6 A. He drove it occasionally.

7 Q. Did you drive it occasionally?

8 A. Yes. A lot, yes.

9 MR. BANNISTER:

10 Judge, I'd offer that as Defendant's 11.

11 THE COURT:

12 All right.

13 MR. O'CONNELL:

14 Your Honor, I'm going to object. For one thing there's
15 no back. There's no -- they've just got the front
16 page. They don't have the second page where
17 information would be recorded or stated if there is a
18 --

19 THE COURT:

20 I will allow the first page to show that at least on
21 that date and time that it was titled only in Ms.
22 Mowery's name.

23 MR. O'CONNELL:

24 Thank you very much.

25 MR. BANNISTER:

1 Thank you, Your Honor.

2 (Introduction of previously marked document,
3 Title for 1996 Jaguar,
4 as Defendant's Exhibit Number 11.)

5 Q. Just to follow-up to that objection did you ever sign
6 the back of it so that Mr. Carroll would have a half
7 interest?

8 A. No.

9 Q. All right. Look at what's been marked as Defendant's
10 12, the Safeco Insurance Policy. What is that?

11 A. This the insurance on the vehicles.

12 Q. All right. Whose name is the policy in?

13 A. Mine.

14 Q. Who paid the bills?

15 A. I did.

16 Q. And what cars were insured under your insurance policy?

17 A. The 1996 Jaguar and the 2002 GMC truck that belonged to
18 Terry Carroll.

19 Q. And was his truck in his name?

20 A. Yes.

21 Q. But you insured them both under your auto policy?

22 A. Yes.

23 Q. And you listed him as a driver?

24 A. Yes.

25 MR. BANNISTER:

1 Judge, I'd offer that as Defendant's 12.

2 THE COURT:

3 All right.

4 (Introduction of previously marked document,
5 Safeco Insurance Policy,
6 as Defendant's Exhibit Number 12.)

7 Q. Look at what's been marked as Defendant's 13. What is
8 that?

9 A. This is a Title for a trailer, a horse trailer I
10 believe.

11 Q. All right. And whose name is that in?

12 A. Debra Mowery.

13 Q. Did you ever transfer that to Mr. Carroll?

14 A. No.

15 MR. BANNISTER:

16 Judge, I'd offer that as Defendant's 13.

17 THE COURT:

18 All right.

19 (Introduction of previously marked document,
20 Title to Horse Trailer,
21 as Defendant's Exhibit Number 13.)

22 Q. If you would look at what's been marked as Defendant's
23 18. Is that where you are? Defendant's 18.

24 A. 14?

25 Q. Look at 18.

1 A. Okay.

2 Q. Is that a copy of your tax return for 2011 to 2017?

3 A. Yes.

4 Q. Ms. Mowery --

5 THE COURT:

6 Now, has the Social Security number been redacted or
7 can they be prior to submission to the Clerk of Court?

8 MR. O'CONNELL:

9 They appear to be, Your Honor.

10 MR. BANNISTER:

11 I believe we have redacted them all, but I will double
12 check at the break to make sure.

13 THE COURT:

14 All right. Thank you. Fine. I just wanted to make
15 sure both Mr. Carroll and Ms. Mowery are protected on
16 that.

17 MR. O'CONNELL:

18 May I ask one question? Did my esteemed colleague say
19 tax returns for 2011 and further or just the --

20 THE COURT:

21 He said 2011 through '17.

22 MR. O'CONNELL:

23 Okay. Thank you very much, Your Honor.

24 Q. Ms. Mowery, during that period of time that those taxes
25 were filed were those accurate reflections of your

1 income?

2 A. Yes.

3 Q. From all sources, all realty, TD Realty Group, the RE
4 Upstate Group?

5 A. Yes.

6 Q. And did you pay the taxes on the earnings from those
7 companies?

8 A. Yes.

9 Q. Did anybody give you money to pay those taxes or did
10 you pay those with your money?

11 A. I paid them with my money. Yes, I did.

12 (Introduction of previously marked document,
13 2011 through 2017 Tax Returns for Debra Mowery,
14 as Defendant's Exhibit Number 18.)

15 Q. All right. Look at what's been marked as Defendant's
16 19. What is that, an Edward Jones' statement?

17 A. Yes.

18 Q. What is that?

19 A. That was a distribution from my 401(k) and then I gave
20 the check back to my financial advisor.

21 Q. So you took a distribution and then gave it back to
22 your financial advisor?

23 A. Yes, that's correct.

24 Q. And why did you do that?

25 A. I didn't need it.

1 Q. So you reinvested it?

2 A. Uh-huh.

3 Q. That was in what year?

4 A. 2013.

5 MR. BANNISTER:

6 Judge, I'd offer that as Defendant's 19.

7 THE COURT:

8 All right.

9 (Introduction of previously marked document,
10 Edward Jones Statement,
11 as Defendant's Exhibit Number 19.)

12 Q. Now, we're at Defendant's 20. Do you have that?

13 A. Yes.

14 Q. The Articles of Incorporation for Upstate Realty Group?

15 A. Yes.

16 Q. Did you fill that out?

17 A. Yes.

18 Q. Is that your signature?

19 A. Yes.

20 Q. Who received the 100 shares of stock in that company?

21 A. I did.

22 Q. Did you pay all the filing fees?

23 A. Yes.

24 MR. BANNISTER:

25 Judge, I'd offer that as Defendant's 20.

1 THE COURT:

2 All right.

3 (Introduction of previously marked document,
4 Articles of Incorporation Upstate Realty Group,
5 as Defendant's Exhibit Number 20.)

6 Q. So, Ms. Mowery, at some point in 2017 or '18 did you
7 make a determination that you no longer wanted to be in
8 a romantic relationship with Mr. Carroll?

9 A. I no -- I no longer had any work available for him and
10 actually we had not been romantic for many years, so it
11 was just an end. It was an end.

12 Q. Let me ask it a different way.

13 A. Okay.

14 Q. Did you decide that you wanted to separate --

15 A. Yes.

16 Q. -- from Mr. Carroll?

17 A. Yes.

18 Q. Did you inform him that you wanted him to move out of
19 your house?

20 A. I don't --

21 Q. Tell The Court exactly -- what happened? Like it was
22 time? You decided you didn't have any business for him
23 and you wanted him to go?

24 A. Yes.

25 Q. And you told him what? It was time to leave?

1 A. Uh-huh.

2 Q. Get his stuff and move out?

3 A. I had no longer had any work available for him to do
4 because I was completely done with financing. I could
5 not afford him anymore. I just could not afford to
6 take care of him. And I was selling Pope Field Road.
7 I needed to pay off that line of credit to survive and
8 he stopped the sale of Pope Field Road. He called the
9 buyer and told him that he was putting a Mechanic's
10 Lien on Pope Field and that he would recommend that he
11 did not buy the -- buy it. He did that the night
12 before settlement, which was scheduled for the
13 following morning at 9:30. The closing attorney called
14 me and told me that and I -- you know, it just -- from
15 there it just snowballed into me trying to take him --
16 to get him -- I tried to get him out of the house. I
17 tried.

18 Q. So was his filing of the Mechanic's Lien before you
19 sold Pope Field or -- I'm sorry. Was the filing of the
20 Mechanic's Lien before you told him that you-all were
21 done and it was time for him to find a new place to
22 live or were you-all still living together and he
23 decided to file a Mechanic's Lien? Which happened
24 first?

25 A. (Witness pauses.) I'm not exactly sure which one

1 occurred first. No, actually he -- yeah, actually he
2 was aware that I was no longer going to continue with
3 the relationship and following that is when I got the
4 lien. Yes, that's correct because I remember I was
5 standing on the -- for the delivery of the notice I was
6 standing on the front porch. He was not there. Yes.
7 That's correct. He already knew that was ending.

8 Q. How long before that had you entered into the contract
9 to sell Pope Field? How long was it between the time
10 you got the offer and accepted it and the closing was
11 set?

12 A. It was about 30 days.

13 Q. Okay. So from 2006 on did you have an ongoing business
14 deal with Mr. Carroll where he would work on the houses
15 and get half of the equity when they were sold?

16 A. No.

17 Q. Did you have an agreement with him of any kind related
18 to his compensation associated with the work he was
19 doing on your properties?

20 A. No. No.

21 Q. Did you believe that you paying all of his living
22 expenses was a fair trade for him going and doing some
23 work on those properties when you asked him to?

24 A. Yes.

25 Q. Have you had estimates done for you for repairs on

1 those two properties that the inspector was here to
2 talk about?

3 A. I'm sorry?

4 Q. Did you have estimates done to do repairs to fix what's
5 wrong with those two houses, Linda Lane and 9th Street?

6 A. No, I did not. Well, yes, I did. I'm sorry. On the
7 electrical.

8 Q. All right. Do you know what it's going to cost you to
9 get those two houses so they'll pass inspection?

10 A. I would guess about 20,000.

11 Q. For both, Linda Lane and 9th Street?

12 A. Uh-huh. Yes.

13 Q. All right. There's been a claim for half of your
14 personal property by Mr. Carroll. Have you given him
15 the majority of stuff he asked for?

16 A. Some of the stuff.

17 Q. So I'm going to pick the stuff that he said he hadn't
18 gotten. The riding lawn mower can he have that if he
19 wants it?

20 A. Yes.

21 Q. The tiller. Did you buy that at Home Depot?

22 A. Yes.

23 Q. And did you pay the debt on the credit card for that
24 piece of equipment?

25 A. Yes.

- 1 Q. Can he have it if he wants it?
- 2 A. Yes.
- 3 Q. The antique croquet set. Do you know where that is?
- 4 A. Yes.
- 5 Q. Can he have it if he wants it?
- 6 A. Yes.
- 7 Q. How about the electric lawn mower. He asked for that.
- 8 Can he have that?
- 9 A. Yes.
- 10 Q. There was a -- he said he had gotten some of the
- 11 supplies from the little shed. Are you aware of
- 12 whether he's already taken everything out of there or
- 13 not?
- 14 A. He just comes freely and goes freely and takes whatever
- 15 he wants off the property.
- 16 Q. Has he taken that as far as you know?
- 17 A. Yes. Yeah, he has.
- 18 Q. Did you give him all his Christmas decorations?
- 19 A. Yes.
- 20 Q. The Ridgid shop vacuum. Do you have it?
- 21 A. Yes.
- 22 Q. Can he have it?
- 23 A. Yes.
- 24 Q. Shelving and screening, et cetera. Do you know what
- 25 he's talking about?

1 A. No.

2 Q. Okay. How about a Dremel tool?

3 A. I don't know where it is. I will look for it. He can
4 have it.

5 Q. How about the antique bar ware?

6 A. I don't have it. He took that.

7 Q. You gave him all his clothes?

8 A. Yes.

9 Q. You gave him all his personal effects?

10 A. Yes.

11 Q. You gave him the cork 3-D artwork that he asked for?

12 A. Yes.

13 Q. Do you object to allowing him to come back into your
14 home and go through your closets and drawers and
15 bookshelves to try and figure out if he wants anything
16 else?

17 A. Yes.

18 Q. Are you surprised that he couldn't, on his Case in
19 Chief he couldn't identify anything specifically that
20 he wanted?

21 A. Yes.

22 Q. Ms. Mowery, did you ever intend to deceive Mr. Carroll
23 about the fact that you were investing money in
24 properties and putting them in your name and renting
25 them out and using that money to live on? That was --

1 A. No.

2 Q. That they were your name?

3 A. They were in my name.

4 Q. Did you ever have any discussions, or writings, or any
5 other memorandum where the two of you-all got together
6 and talked about any financial arrangement where you
7 would owe him money at the end of the day out of the
8 properties --

9 A. No.

10 Q. -- that were in your name?

11 A. No.

12 Q. Do you believe Mr. Carroll is just mad about you
13 breaking up with him and asking him to not live in your
14 house anymore?

15 A. Yes, I do. I think moreover he was -- he can be quite
16 manipulative and that when I stopped -- when I put my
17 foot down and said I was no longer allowing any of that
18 to occur he got angry.

19 Q. Did you take any of his cash?

20 A. His what?

21 Q. Any of his cash?

22 A. No.

23 Q. Did you go clean out the safe?

24 A. No.

25 Q. The last time you went in the safe was there money in

1 there?

2 A. I had not been to the safe I believe for almost two
3 years, so, no, I don't -- I can't recall. I don't
4 recall. I know there was paperwork and stuff in the
5 safe. There were items in there, but they were not
6 there when I went back.

7 Q. Do you think given a whole on what you paid for for him
8 and what he's gotten out of you since 2006 and what you
9 currently have he's entitled to any of your property,
10 money, or any other personal properties?

11 A. No.

12 Q. Do you want This Court to award you any damages for the
13 Mechanic's Lien he filed that breached the -- or caused
14 the contract you had with the buyer to sell Pope Field,
15 do you want The Court to award you some damages for
16 that?

17 A. Yes.

18 Q. And you said you had about 16 months at \$1,600 a month
19 --

20 A. Uh-huh.

21 Q. -- and \$250 late fees and some taxes?

22 A. Uh-huh.

23 Q. Is that --

24 THE COURT:

25 If you could answer "yes" or "no."

1 THE WITNESS:

2 Yes. I'm sorry.

3 THE COURT:

4 Thank you. It just helps my court reporter.

5 THE WITNESS:

6 I know. I'm sorry.

7 THE COURT:

8 That's fine. Thank you.

9 THE WITNESS:

10 I apologize.

11 Q. And are those the damages that you suffered as a result
12 of him filing that Mechanic's Lien?

13 A. Which led to numerous other damages, yes.

14 Q. All right. And what's your total out-of-pocket -- out-
15 of-pocket expenses as a result of not being sell your
16 house to the buyer in May of 2018?

17 A. (Witness pauses.) Approximately 60,000.

18 Q. Thank you.

19 MR. BANNISTER:

20 No other questions, Your Honor.

21 THE COURT:

22 Your witness.

23 MR. O'CONNELL:

24 May it please The Court.

25 EXAMINATION BY MR. O'CONNELL:

1 Q. Ms. Mowery, do you think that it's rather strange your
2 income or figures that you just stated to The Court
3 60,000 --

4 A. I'm sorry, sir.

5 Q. Okay. The 60,000 you're asking The Court to grant you
6 plus the other amounts you said are exactly the amount
7 of money that my client is asking for?

8 MR. BANNISTER:

9 Judge, I'm going object to the form of the question.

10 THE COURT:

11 Rephrase the question.

12 MR. O'CONNELL:

13 Okay.

14 Q. My client is asking for about half of the total value
15 of the properties listed and damages and that's about
16 100 or \$150,000 actual damages. Isn't that about the
17 same amount of money you're asking for?

18 A. No.

19 Q. Okay. I'm asking you -- you said you started the sale
20 of the Pope Field property about 30 days before the
21 Mechanic's Lien was filed; is that correct?

22 A. Yes.

23 Q. Okay. Did you file a Magistrate Court Eviction
24 Complaint and a Restraining Order against my client
25 about 30 days before the sale of the property also?

1 A. I don't recall the date on that.

2 Q. You were not in Magistrate's Court for an eviction at
3 one time?

4 A. Yes.

5 Q. Okay. And you did file a Restraining Order against my
6 client?

7 A. Yes.

8 Q. At the same? To keep him out of the house; is that
9 correct? On Linda Lane?

10 A. Yes.

11 Q. Okay. And that was about 30 days before the alleged
12 sale of this house on Pope Plain; right? Pope Road?

13 A. I don't -- I don't recall the dates on that, sir.

14 Q. You don't recall. Okay. You say he comes and goes
15 freely, but when was the last time you know he's been
16 over to the Linda Lane property?

17 A. Well, he was there, the last time I saw him was about
18 maybe -- maybe two weeks, a week -- two weeks ago.

19 Q. You saw him --

20 A. He was driving, he just drives out front and parks in
21 the road and takes pictures or does whatever he does.
22 I don't know what he's doing out there. I see him all
23 the time. So do the other neighbors.

24 Q. Is anybody living there in that home?

25 A. Yes.

- 1 Q. Linda Lane?
- 2 A. Uh-huh.
- 3 Q. Besides you?
- 4 A. Yes.
- 5 Q. And who is that person?
- 6 A. Are you asking for their name?
- 7 Q. Yes, I'm asking for the person's name.
- 8 A. Brian Hendrix.
- 9 Q. And is he renting from you?
- 10 A. No, sir.
- 11 Q. So he's just living there free?
- 12 A. No, sir.
- 13 Q. How is he paying to live there?
- 14 A. He's working. He takes care of some things for me.
- 15 Q. So he's doing the same thing Mr. Terence Carroll did?
- 16 A. Yes.
- 17 Q. Okay. And let's see. You're saying he can have the
- 18 riding lawn mower back; is that correct?
- 19 A. Yes.
- 20 Q. Is there still a riding mower? Do you still have a
- 21 riding lawn mower?
- 22 A. In addition to the one, that one?
- 23 Q. I actually -- you said he could have back a riding lawn
- 24 mower.
- 25 A. The -- the original riding lawn mower was broken.

1 Terence had used it and brought it back. He went to
2 mow somebody's lawn or something and this was right
3 around when everything was going on. He brought it
4 back. I wanted to mow the lawn. I went out to start
5 it and it wouldn't start. So I had a couple of people
6 look at it. They couldn't fix it. And so I called
7 Mower Medic and they came and picked it up and said
8 that a rod had gone through something or the other.
9 And they brought it back to me and I have it in
10 storage. He's welcome to have it.

11 Q. So he can have a broken, messed up lawn mower; is that
12 right?

13 A. Yes.

14 Q. Okay. Let's see. I take you back a little bit, but
15 you said the Church Street property is that the one
16 that was in Maryland?

17 A. Yes, sir.

18 Q. Okay. And you said that my client was unemployed for a
19 year and a half?

20 A. Yes.

21 Q. Did he not receive a settlement of about 117 or
22 \$118,000?

23 A. He told me his settlement was 62.

24 Q. Okay. And did he not put that in a joint account with
25 you and him?

1 A. No.

2 Q. Okay. So how did you buy this Linda Lane property
3 then? From your own funds?

4 A. From the funds when I sold the original property that I
5 bought.

6 Q. And that original property is what property?

7 A. 4548 Church Street.

8 Q. Okay. You bought that property for how much money?

9 A. 62,000.

10 Q. And you sold it for how much money?

11 A. I believe it was 159. 149, yeah.

12 Q. It wasn't 169?

13 A. Yeah. Well, it was right around there. Yeah, 159 or
14 169.

15 Q. So you made \$100,000 about?

16 A. It was a foreclosure. Yes.

17 Q. Okay. But you made about \$100,000 off of it?

18 A. Yes, sir.

19 Q. And that was from his labor that was upgrading the
20 house; wasn't it?

21 A. Partially. The economy had changed also and the house
22 was originally foreclosed on when it was at 140.

23 Q. I noticed you said that the house on Pope Road you had
24 like a line of credit on that house?

25 A. Pope Field?

1 Q. Pope Field?

2 A. No.

3 Q. You didn't have a line of credit on the Pope Field Road
4 house?

5 A. No, sir.

6 Q. So but you said you were paying a line of credit for
7 that house?

8 A. No, sir.

9 Q. Okay. What were you paying the line of credit for or
10 what house was it on, what property was it on?

11 A. The line of credit was attached to Linda Lane, because
12 of the condition of Pope Field it was not -- it
13 couldn't be used as collateral. The bank would not
14 allow that.

15 Q. So there's no mortgage on Pope Field?

16 A. That is correct.

17 Q. Okay. Is there any mortgage on I call it the 9th
18 Street property?

19 A. No.

20 Q. All right. And that property is generating how much
21 money a month?

22 A. 800.

23 Q. Okay. And that all goes into your account; right?

24 A. No, sir.

25 Q. Where does it go?

1 A. It goes to pay the line of credit. Part -- part of it
2 goes to pay the line of credit and the credit card
3 bills from Home Depot and Lowe's that I purchased the
4 materials for it.

5 Q. Okay. So that house actually pays part of the line of
6 credit?

7 A. And the credit cards from Home Depot and Lowe's.

8 Q. And the credit cards. But you stated that you owed all
9 this money. I think you said 1,600 a month or
10 something --

11 A. That is correct.

12 Q. -- on a line of credit because you had trouble paying
13 it; is that right?

14 A. Yes, sir.

15 Q. But this house is helping you pay it?

16 A. Well, yes.

17 Q. These QuickBooks that you, the summaries you can put
18 any numbers down you want in those; can't you?

19 A. Sure.

20 Q. Okay. So you can come up with those numbers and just
21 guesstimate what you're putting on there?

22 A. Yeah, if you were -- if you were that type of person
23 you could do it.

24 Q. So when you said my client owes you about \$201,000 for
25 his living expenses --

1 MR. BANNISTER:

2 Judge, I object. That was not her testimony. That's
3 what she spent on him, not what he owed her.

4 THE COURT:

5 Go ahead, Mr. O'Connell.

6 Q. You said you spent 201,000 on my client; is that
7 correct?

8 A. Yes.

9 Q. And he never spent a dime on you?

10 A. Can you rephrase that question?

11 Q. Okay. Let's see. He never had any money of his own;
12 is that right?

13 A. No.

14 Q. So --

15 A. Well, you know, is that right or did he have?

16 Q. Do you -- when he was working on Pope Field you and him
17 were residing in Linda Lane together; is that right?

18 A. Yes.

19 Q. And he didn't turn you in a written summary of his work
20 on Linda Lane -- on Pope Field; is that right?

21 A. (Witness pauses.) Not that I recall.

22 Q. Okay. So he could have written you a bill or said that
23 he spent this amount of money on the house?

24 A. I don't -- I don't think so. I don't know. I don't
25 know.

1 Q. I was noticing that lease that you listed as part of
2 your exhibits there is dated 3 February of '19, 2019.
3 What does that have to do with my client?

4 A. I'm sorry. What are you referring to?

5 Q. That lease that you -- I don't remember the number of
6 the exhibit, but there was a lease that you had for a
7 business and you made it sound like my client had
8 nothing to do with it; is that correct? Upstate --
9 Upstate RE Group?

10 THE COURT:

11 Do you have an exhibit number you can refer her to?

12 MR. O'CONNELL:

13 I had them written down here, Your Honor, but -- Number
14 20 maybe.

15 MR. BANNISTER:

16 It was 10.

17 MR. O'CONNELL:

18 10.

19 A. Okay. What was the question? I'm sorry.

20 Q. Well, I'm saying you said Mr. Carroll had nothing to do
21 with this; is that right?

22 A. That's correct.

23 Q. But that lease is February the 3rd of 2019, so he
24 wouldn't have had anything to do with it anyway; right?

25 A. Well, if -- if he were a corporate officer of some sort

1 then he would be in the lease.

2 Q. All corporate officers have to sign a lease?

3 A. No, sir.

4 Q. Okay. Have you ever been denied the right to fly on an
5 airplane?

6 A. Yes.

7 Q. Could you tell The Court about that?

8 MR. BANNISTER:

9 Judge, I'm going to object to relevance. He has not --

10 THE COURT:

11 What's the relevance?

12 MR. O'CONNELL:

13 It goes to her character, Your Honor. Character is
14 always in question and I'd like to know about it.

15 THE COURT:

16 Go ahead. I'll give you a little leeway.

17 A. Yes, I was on my way to Philadelphia and my girlfriend
18 had breast cancer and she was going for her first
19 chemotherapy. I was really quite upset and I drank too
20 much and they asked me to just deboard the plane. They
21 said they found me somewhat aggressive.

22 Q. May I ask you if you have a drinking problem right now?

23 A. No, sir, I do not.

24 Q. Do you have any DUIs?

25 A. No, sir.

1 Q. Have you ever had any DUIs?

2 A. In -- when I was 20.

3 Q. Have you ever been convicted of a distributing any
4 drugs?

5 A. No, sir.

6 Q. Okay. When Mr. Carroll got his \$118,000 what did he do
7 with it that you know of?

8 A. I was not privileged to any of Mr. Carroll's personal
9 monies.

10 Q. He never put any money in a joint account or anything?

11 A. No.

12 Q. So when he sold the boat he never got any money and put
13 it in any accounts then?

14 A. I don't know what he did with that money.

15 Q. Okay. So he never put any money in anything; right?

16 A. Of my personal accounts?

17 Q. Of any accounts? Business accounts, personal accounts,
18 savings box, or even like safe in the home?

19 A. He put money in a safe in the home.

20 Q. But he never put money in any other account?

21 A. Not that I know of. Not that I can recall.

22 Q. All right. Okay. Let's see. Okay. The only house
23 that has a mortgage or lien on it is Linda Lane; is
24 that right?

25 A. That's correct.

1 Q. And that's what you call your line of credit; is that
2 right?

3 A. That is correct.

4 Q. The Jaguar. Who bought the Jaguar?

5 A. That was paid with cash out of the box.

6 Q. Out of the box. Okay. Thank you. Where is that car
7 now?

8 A. It's in my driveway.

9 Q. Okay. You haven't sold it to anybody?

10 A. No, sir, I couldn't.

11 Q. Okay. Did we not receive from your attorneys a little
12 piece of paper showing that it was sold to somebody?

13 A. Yes, originally I was selling the automobile. I needed
14 the money. And when I -- it was taken to the mechanic.
15 It came up with needing an additional amount of work
16 which was \$4,000, which I ended up having to -- to
17 repair. It was closer to 5,000 total, but it was for
18 repairs done on the Jaguar.

19 Q. Did you ever give somebody a mortgage for \$3,700?

20 A. Recently I did, yes.

21 Q. And what was that for?

22 A. So they could pay their taxes.

23 Q. And they gave you a mortgage on how many acres of
24 property?

25 A. 13.2.

1 Q. Okay. Is this the person that you know in the house
2 that lives with you?

3 A. Yes, sir.

4 Q. So this is another person sort of like Terry, Mr.
5 Carroll here?

6 A. No.

7 Q. But you didn't you just say prior that he works for you
8 for doing --

9 A. He does -- he does some things around the home for me,
10 yes.

11 Q. And he's employed somewhere?

12 A. Yes, sir.

13 Q. Okay. And he makes a good living, too?

14 A. Yes, sir.

15 Q. Okay. Why did you have to give him a mortgage to get
16 some money?

17 A. I don't know if I need to answer that.

18 THE WITNESS:

19 Do I need to answer that?

20 THE COURT:

21 I tell you what that's pretty much my job today.

22 THE WITNESS:

23 Oh, I'm sorry.

24 THE COURT:

25 Yeah. And how about we go ahead and answer it?

1 THE WITNESS:

2 Okay.

3 MR. BANNISTER:

4 Would he mind -- would he repeat the question?

5 Q. What did you give him the money for, the 3,750 or
6 whatever number that was?

7 A. To pay his taxes.

8 Q. To pay his taxes. And where did you get the money
9 from?

10 A. My line of credit.

11 Q. So that's the line of credit on the house that you're
12 wanting my client to pay you back for?

13 A. No, I want your client to pay me back for the balance
14 that occurred when he left.

15 Q. So that wasn't -- he had nothing to do with that line
16 of credit; right?

17 A. No.

18 Q. Okay. But you want him to pay that back even though
19 you're saying everything is yours free and clear; is
20 that right?

21 A. No.

22 Q. He did nothing for ten years but lay around and I'm
23 assuming share a bed with you or anything? Is that all
24 he did?

25 A. No.

1 Q. What else did he do?

2 A. He worked on boats. He -- he at one time used to buy
3 stuff from the military and then go sell it, drive
4 around and sell it to other buyers. He had like -- he
5 had a couple of good clients that used to call him
6 occasionally for -- to do some work on their houses.
7 Yeah, I think he did some work on people's boats
8 occasionally also.

9 Q. But you kept him up for 15, 16 years?

10 A. Is that -- I'm sorry what do you mean I kept him up for
11 15, 16 years?

12 Q. Let me ask you this: Did he ever give you \$30,000 to
13 pay off the Church Street house?

14 A. No.

15 Q. He never did?

16 A. No.

17 Q. There will be no record of any kind of check or money
18 going to you for anything?

19 A. Not for me, no.

20 Q. Okay. To the bank?

21 A. There was a copy in his -- a copy of a check in his
22 Disclosure.

23 Q. So he wouldn't -- he just gave the bank \$30,000 to pay
24 off your mortgage?

25 A. I don't know what he paid off with that because that

1 line of credit was -- the balance on that line of
2 credit at the time that check was issued was 23,000.
3 So why he would pay 30,000 is beyond me. I don't -- I
4 can't relate that, sir, because I don't have the bank
5 statements back that far from that particular bank.

6 Q. Did we ask your attorney to get you the bank statements
7 from way back then?

8 A. Yes. And -- and they were I believe submitted to you
9 last August. And then I contacted that bank several
10 times to request the copies of those bank statements.
11 And then more recently, just recently when all of this
12 was happening I expressed to the bank it was very
13 important that they either find out them or they
14 respond to me that they were no longer available. And
15 I believe you got a copy of that email.

16 Q. But you just said your attorney sent us the bank
17 statements. Now you are saying they were not -- did we
18 get those bank statements or did we not?

19 A. For which bank, sir?

20 Q. The one you just mentioned.

21 A. MBRS?

22 Q. If that's the one you just mentioned.

23 A. You did not receive -- you may have received a few bank
24 statements that I was able to locate on my person
25 maybe, but there were no -- but as far as I am

1 understanding the bank does not have those.

2 Q. Do you recall any checks that my client has written
3 you?

4 A. (Witness pauses.) Specific dates and amounts, no.

5 Q. But he did write you some checks?

6 A. Over the course of -- yes.

7 Q. And do you know how much that might total to off the
8 top of your head?

9 A. No, sir.

10 Q. Okay. And this is from somebody that wasn't working
11 and had no source of income; is that right?

12 A. He had a settlement.

13 Q. Now he had a settlement. And where did that money go
14 again?

15 A. I don't know what he did with it. There was \$62,000
16 according to the Disclosure in his account. I did not
17 have access to signature or authority on his accounts
18 at all. What he did with it I have no idea.

19 Q. Okay. That line of credit, that's on the house on
20 Linda Lane; is that right? Have you been to the Linda
21 Lane mortgage and increased the line of credit?

22 A. No.

23 Q. So it's the same amount of money?

24 A. \$71,000.

25 Q. So the house on Linda Lane is worth in your knowledge

1 how much if you had to sell it today?

2 A. Probably 169.

3 Q. Okay. Another \$100,000; right?

4 A. I'm sorry?

5 Q. Another \$100,000 proceeds; right?

6 A. No, sir. That's not proceeds. That would not be
7 \$100,000. It would not be the proceeds.

8 Q. Okay. So now you know what proceeds are; right?

9 A. Yes, sir.

10 Q. Okay. So what would you think you would make after
11 everything is said and done on that house?

12 A. I don't know. I honestly don't. I would have to go
13 back and find out exactly how much all the materials
14 costs and -- and all that.

15 Q. So you're going to get reimbursed for the materials?
16 You're going charge those?

17 A. I'm sorry?

18 Q. Are you going to charge for the materials for fixing up
19 Linda Lane to make it worth \$169,000 or whatever you
20 said?

21 A. Well, in the process -- I've only bought and sold one
22 house. However, you take the purchase price, you add
23 in your cost of materials, and then whatever you sell
24 it for, you know, your costs involved in renovating the
25 house or whatever and then whatever you sell it for is

1 your net proceeds.

2 Q. That knowledge comes from you doing taxes; right?

3 A. And also within my -- with the industry of real estate.

4 Q. Okay. And that's what you and Terry were involved in,
5 buying and selling houses; is that right?

6 A. No.

7 Q. You and him were not involved in buying and selling
8 houses?

9 A. No.

10 Q. So the house on Church Street he didn't put any money
11 into that house?

12 A. I paid for the materials on Church Street.

13 Q. Okay. But he was not involved in any way in that
14 house?

15 A. He worked on the house.

16 Q. He worked on it. The house on Linda Lane what
17 happened?

18 A. He worked on the house.

19 Q. But you bought all the materials?

20 A. Correct.

21 Q. And you paid for the house out of your own money?

22 A. Correct.

23 Q. He paid -- he put no money in the house whatsoever?

24 A. Correct.

25 Q. Okay. What about the one on 9th Street?

1 A. I bought the house and paid for the materials and I
2 also paid his brothers to do work on the house that was
3 somewhere in the neighborhood of \$30,000.

4 Q. So Terry didn't do any work on that house neither?

5 A. Yes, he did.

6 Q. Okay. And Pope Field that was the last one you-all
7 bought together; is that right?

8 A. That is correct.

9 Q. Okay. And that one you paid how much for?

10 A. 42.

11 Q. You bought it for 42,000?

12 A. Yeah, it was about 42 or 43.

13 Q. And where did that money come from?

14 A. That money came from -- I took a mortgage out -- that
15 would be -- I don't remember if I had cash in the bank.
16 I'm not exactly sure about that one. It may have been
17 -- it may have been -- it might have been off the line
18 -- I think I might have something here. (Witness
19 reviewing documents.) Yeah, that was a wire transfer
20 and that was out of the funds that I made on Church
21 Street.

22 Q. So you made all the funds, he had nothing to do with
23 that?

24 A. I made the funds.

25 Q. He didn't pay \$30,000 towards that house, that

1 property?

2 A. Towards which one?

3 Q. The one you're talking about, Church Street?

4 A. He did not give me \$30,000 for Church Street.

5 Q. Okay. Did he pay towards -- anything towards that
6 house to the bank?

7 MR. BANNISTER:

8 Judge, he's asked and answered that. That has been
9 asked and answered multiple times.

10 THE COURT:

11 The question is did Mr. Carroll provide in any form or
12 fashion \$30,000 either to you directly or to some
13 other, to bank or in some way for the benefit of the
14 purchase of that house or for the restoration of that
15 house?

16 THE WITNESS:

17 No, not to me. I don't know if --

18 THE COURT:

19 And that concerns me because you're real narrow on your
20 answers. It's a pretty broad question, but you keep
21 narrowing it saying to me. And that's why --

22 THE WITNESS:

23 Well, no, because there's check --

24 THE COURT:

25 May I finish, please, ma'am?

1 THE WITNESS:

2 Uh-huh.

3 THE COURT:

4 Okay. The question is did Mr. Carroll pay \$30,000 in
5 any form or fashion towards the house in Maryland? Not
6 just to you but in any form or fashion?

7 THE WITNESS:

8 In any form or fashion he paid \$30,000 to MBRS.

9 THE COURT:

10 All right. And, Mr. O'Connell, I believe that's what
11 the answer is you're trying to get.

12 MR. O'CONNELL:

13 Thank you very much, Your Honor.

14 Q. And did that satisfy the mortgage on that property?

15 A. There was no mortgage on that property.

16 Q. The line of credit on that property?

17 A. There was a line of credit for \$25,000.

18 Q. Did that satisfy that line of credit?

19 A. I do not know why Mr. Carroll wrote the check for
20 \$30,752 to MBRS. It has on there that it is for the
21 line of credit in the memo section. I do not have the
22 information from MBRS. I have the -- the Certificate
23 of Satisfaction from the bank, which I believe you have
24 a copy of which shows that the balance -- that the
25 amount that was borrowed was \$25,000. And the payoff

1 on it was \$23,000. I don't know why he wrote the check
2 for \$30,000. I have no idea.

3 Q. Did you increase the balance of anything owed on that
4 property?

5 A. I don't -- no, I don't recall that.

6 Q. Let me ask you. We have a notebook up there that's
7 been marked as an exhibit. I think total exhibit.
8 Under -- it's right there. See the big, blue notebook?
9 Ma'am, the big, blue notebook right that? Would you
10 get that for her, please?

11 MR. BANNISTER:

12 I'm going to renew my objection to going back into an
13 accounting of what happened prior to 2015.

14 THE COURT:

15 I understand. You're protected on the record.

16 MR. BANNISTER:

17 Thank you.

18 MR. O'CONNELL:

19 Your Honor, they did it. Well, they went back and said
20 they started in 2006 --

21 THE COURT:

22 I've ruled in your favor. If you want to keep arguing
23 I might change my mind.

24 Q. Ms. Mowery, would you look up Exhibit 33 in that book
25 for me, please? I think they're tabbed.

1 A. Yes, sir.

2 Q. What does it state on the very top up there? Exhibit
3 33?

4 A. Yes.

5 Q. And what is the next line?

6 A. Safe deposit box entry card.

7 Q. Okay. It's the first 33?

8 A. That's the only 33 I've got.

9 MR. O'CONNELL:

10 May I approach the witness, Your Honor?

11 THE COURT:

12 No, sir. Do you have a document you want Mr. Bannister
13 to give to her?

14 MR. O'CONNELL:

15 If he would be nice enough to.

16 A. Yes.

17 Q. Okay. Would you read that to The Court, please?

18 A. A birthday letter to Terry. "On your birthday I would
19 like you to know how special you are to me. Thank you
20 --"

21 MR. BANNISTER:

22 Judge, I'm going to object to asking her to read
23 something into the record. It's either admissible or
24 not. He hasn't laid any foundation that she even knows
25 what it is.

1 Q. Okay. Do you know where that came from?

2 A. I wrote it.

3 Q. Okay.

4 MR. O'CONNELL:

5 Is that sufficient, Your Honor, that she wrote it? I
6 think that would be sufficient.

7 MR. BANNISTER:

8 I don't object to exhibit 33.

9 THE COURT:

10 All right. Is that in fact marked as an exhibit?

11 MR. O'CONNELL:

12 Well, we put it -- there's about 100 exhibits in the
13 notebook. I didn't want to go through each and every
14 one with The Court so I marked the whole notebook, but
15 it seems like I'm going to have to start going through
16 them with my client on rebuttal.

17 THE COURT:

18 All right.

19 MR. O'CONNELL:

20 I gave it to --

21 THE COURT:

22 Go ahead. Go ahead, sir.

23 MR. O'CONNELL:

24 Okay.

25 Q. Ms. Mowery, will you read that document for us, please?

1 A. "You've made a remarkable difference in my life and I
2 cannot imagine living it without you. You're a
3 wonderfully kind, patience, and forgiving man whom I
4 adore immensely and hope that my actions show you how
5 much these great traits mean to me. Still after ten
6 years I can choke up when I think about you and how
7 good we have become together and for each other. There
8 isn't a birthday card that can tell you how much I love
9 and adore you."

10 Q. Thank you very much.

11 MR. O'CONNELL:

12 That's all I have at this time, Your Honor. Thank you.

13 THE COURT:

14 Any other questions, Mr. Bannister?

15 EXAMINATION BY MR. BANNISTER:

16 Q. At the time the check was written to MBS, whatever that
17 bank was that you-all talked about, the \$30,000, did
18 Mr. Carroll tell you he was writing that check?

19 A. I don't -- I don't -- no, I don't recall that.

20 Q. But you seen it in the Discovery back in --

21 A. Yes.

22 MR. BANNISTER:

23 Judge, no other questions.

24 THE COURT:

25 All right. Thank you, ma'am. You may step down.

1 Anything else from the Defendant?

2 MR. BANNISTER:

3 No, Your Honor.

4 MR. O'CONNELL:

5 Your Honor, I have my client as rebuttal on a few of
6 the issues.

7 THE COURT:

8 All right. How long do you anticipate?

9 MR. O'CONNELL:

10 About half an hour maybe.

11 THE COURT:

12 All right. We're going to take about an hour and 15
13 minutes then for lunch.

14 MR. O'CONNELL:

15 Okay. Can we leave all this stuff here on the desk?

16 THE COURT:

17 Yes, sir.

18 MR. O'CONNELL:

19 Thank you very much.

20 THE COURT:

21 I mean I was moving ahead on the assumption that this
22 was the last witness, so I've got to be fair to my
23 bailiff and my court reporter. So if you say half an
24 hour and I ever reason to believe it will be several
25 hours. We will start back at 1:30.

1 MR. O'CONNELL:

2 Okay. Thank you very much, Your Honor.

3 THE COURT:

4 Well, excuse me. I'm sorry 1:45.

5 (Off the Record 12:42 p.m. -- 1:48 p.m.)

6 THE COURT:

7 All right. Please be seated. Call your witness.

8 MR. O'CONNELL:

9 Thank you, Your Honor. I call -- I'd like to rebut
10 with Mr. Terry Carroll.

11 THE COURT:

12 Sir, if you would come back around and I remind you
13 that you are still under oath.

14 THE WITNESS:

15 Yes, sir.

16 MR. O'CONNELL:

17 Your Honor, may it please The Court.

18 THE COURT:

19 Yes, sir.

20 EXAMINATION BY MR. O'CONNELL:

21 Q. I remind you you're under oath, Mr. Carroll.

22 A. Yes.

23 Q. Okay. I'm looking at an exhibit. I believe it's 16
24 from the Defendant. It's the Home Inspection Report on
25 204 South 9th Street. Do you have that up there?

1 A. Yes.

2 Q. Okay. Look it over there, please, will you? Put it in
3 your hand and look at it. Is that an accurate
4 representation of that house, real property?

5 A. Well, it didn't look exactly like that when I -- the
6 last time I worked on it, but that's it, yes.

7 Q. Okay. And what is the date of this Inspection Report?
8 Right up at the top of the page right there?

9 A. Let's see. September 13th, 2019.

10 Q. Okay. And you heard Mr. Roan Southerlin go over this
11 report?

12 A. Yes.

13 Q. Okay. What do you take umbrage about? What do you say
14 is incorrect about this report?

15 A. We're talking about 204; correct?

16 Q. 204 South 9th Street.

17 A. Well, he said a few things like that I didn't even do,
18 Your Honor. When we bought the house we totally
19 rehabbed the whole house, but there's a few things that
20 he marked that were wrong that we didn't touch and we
21 specifically talked about it and decided not to go that
22 far into spending that much on money on materials to do
23 that much to it. So that house was specifically bought
24 as a rental unit. It wasn't bought to flip. That's
25 why we did the work that we did and made it rentable.

1 Q. Okay. Go to page 7 of 32. And he's got some -- Mr.
2 Southerlin had some remarks. It says here crawl space
3 has been dug out.

4 A. Yes. That was already done when we moved in. So they
5 were storing something down there. Something. They
6 turned it into like a basement. So they had taken --
7 taken the dirt out from under the house, because it was
8 only a crawl space, but right there where they had
9 taken it out you could actually walk into. So it was
10 like head room.

11 Q. Okay.

12 A. So we just didn't put the dirt back in there. There
13 was no reason to do that.

14 Q. Okay. Number 6 under exterior it says deck is pulling
15 away from the house at rear entry door.

16 A. That could be. I haven't been there in six -- over --
17 over 18 months and I don't know. I don't know. The
18 deck is old and I don't know if it's pulling away or
19 not. That's the stuff I would have normally done and
20 taken care of. If the renter had a problem they would
21 call me and I would go take care of it.

22 Q. What about --

23 A. She rarely ever dealt with renters.

24 Q. Okay. Thank you. What about Number 12, plumbing
25 water? He said something about the pressure relief

1 valve was incorrect or something.

2 A. Yeah, that's just -- that's a pipe that if the water
3 heater overheats rather than blow up, because they can
4 blow up, it discharges the water out the side of the --
5 out the side of the hot water heater. And that's just
6 a pipe that goes down to the ground. It doesn't have
7 to go outside. It very rarely ever goes off. If it
8 does it would be better if it was outside, but it
9 doesn't have to be outside.

10 Q. Okay. What about open knockouts noted in the main
11 electrical panel? So Electrical 15?

12 A. We did not change the electrical panel out. That was
13 just holes from where the house -- the electric for the
14 house, because we put all new electric in it. The
15 electric was taken out and the holes were just there.
16 We just never covered them up. It's just a plug.

17 Q. So under 21 on the next page it says partial
18 installation of -- I think insulation, excuse me,
19 installed in crawl space?

20 A. Yeah, that's -- the floor is old. I mean the house is
21 over 100 -- almost 100 years old I think. Twenty to
22 125 years old. So I imagine if they're walking on the
23 floor it might have fallen down, but I do know that the
24 face -- the insulation face goes to the living quarter.
25 I know that, so I did not put that insulation in. If

1 the paper was down I didn't put it in because I
2 wouldn't do that. I know better than that.

3 Q. Okay. Did you have any qualms with the amount of money
4 that he said it would cost to retrofit the house or fix
5 the house up? Do you think it would have been -- I
6 think he said 8 or \$9,000; right?

7 A. That seems excessive to me.

8 Q. Okay. Now, I ask you --

9 A. It doesn't seem like there was that much wrong.

10 Q. Okay. I ask you to look at the report for 109 Linda
11 Lane. 16. Exhibit 16.

12 A. Yes.

13 Q. And that again is 9/13/2019; right?

14 A. Correct.

15 Q. And how long had you been out of the Linda Lane
16 property?

17 A. It's been 18 months now.

18 Q. Okay. So then you have would been out about 15, 16
19 months?

20 A. Correct.

21 Q. And Mr. Southerlin went over there and he had a few
22 things there. He said deck is secured to house with
23 masonry nails.

24 A. Yes.

25 Q. What do you say about that deck?

1 A. When I -- when I -- previously I worked in Maryland and
2 Maryland code is different. In Maryland you cannot
3 attach the deck. You can attach it to the house, but
4 that can't be the only sole. It's got to be -- it's
5 got to be a free-floating deck, which means the house
6 would fall down and the deck will still stand. And
7 that's the way I built this deck. That deck doesn't
8 need to be attached to the house. It was only attached
9 to the house because I built it by myself. So I nailed
10 it to the wall so that I could attach the floor joist,
11 the deck joist to the band board, because that's what
12 he's talking about. The band up against the house.
13 And so I just tacked it with my hammer -- my nail gun
14 and then secured the floor joist to the band board.
15 And there's a beam underneath the floor joist, so it
16 doesn't have to be attached to the house. Those nails
17 could come right out and the deck is not going to move
18 because it's a free-floating deck. It's a standalone
19 deck. It can be attached to the house, but it doesn't
20 need to be.

21 Q. What about under Number 6? It says deck is greater
22 than 30 inches above grade; is that what that stands
23 for?

24 A. When -- when she forced me to leave by doing all those
25 nasty things to me the deck -- I hadn't finished it.

- 1 That's what I was working on when we -- when she
2 brought all this up. I was building and putting the
3 addition on. The 14-by-14 full addition on the back
4 where I replaced the door and all, and the 14-by-25
5 foot deck. So I was still working on it. The beam --
6 the posts are there for the railing but we hadn't even
7 decided on what kind of railing we wanted because we
8 were discussing copper and we were discussing wrought
9 iron and all kinds of stuff. It was -- it was set up
10 to have the railing, but it's just not -- not
11 installed.
- 12 Q. And you and her were discussing all this?
- 13 A. Yes.
- 14 Q. The Defendant?
- 15 A. Yes.
- 16 Q. Okay. Under Number 21 he made a point of saying having
17 a recommended licensed contractor replace the panel
18 covering. What do you say?
- 19 A. I'm sorry replace?
- 20 Q. Under Number 21.
- 21 A. What page?
- 22 Q. The page you're on now, 7 of 44.
- 23 A. You lost me. Okay. Number 21.
- 24 Q. It says missing electrical panel cover is a safety
25 hazard.

- 1 A. Yes, well, I was working on the electric. By putting
2 the addition in I was running new electric, so all of
3 that wasn't finished yet. It was basically a
4 construction zone in there, so. And nobody goes in
5 there where the panel is anyway. We don't -- we don't
6 allow people in that room. Only I go in there. So we
7 were running -- I was thinking I was going to have to
8 replace the whole electrical panel because we were
9 adding so many circuits we were going to need a bigger
10 panel so that's why it wasn't all finished. But
11 actually when we bought that house it didn't have a
12 cover on it anyway. We paid cash as it is. Where it
13 is as it. So it didn't even have a -- I had to buy a
14 new front plate for it but I just hadn't done it yet.
- 15 Q. Okay. On page 8, the next page, under the interior
16 Number 26 he made a point about floors in addition need
17 to be properly installed. What's that for?
- 18 A. That -- because we put Brazilian Walnut -- I put
19 Brazilian Walnut flooring in the whole house and we
20 were going to put in it the addition and I had the
21 extra left over lumber outside and it can be outside
22 because it's designed for marine use. It's used on
23 wharfs and piers and stuff. So all I did was I moved
24 it. When I got the subfloor down I took it from
25 outside and laid it down on the floor. It's just --

1 it's not that it's installed improperly. It's not
2 installed at all. It's just laying there. It's being
3 stored basically on the floor.

4 Q. When is the last time you've been to the house?

5 A. Inside or out?

6 Q. Well, inside. Let's say 109 Linda Lane?

7 A. That would have been the last time she allowed me to --
8 well, no, it's been -- she hasn't allowed me in the
9 house since I left from the Magistrate's Court when he
10 told me not to -- well, he didn't tell me not to go
11 back. He suggested to me that it was in my best
12 interest not go to back because of what she was doing.

13 Q. So what is Number 26B -- or 29B. It says something
14 about storm windows are put in backwards or something?

15 A. We discussed that. When I put in the replacement
16 windows it was -- it wasn't cold, but it was colder,
17 and we discussed do you want to take the storm windows
18 out or leave them in? It doesn't really matter. We
19 get extra air-conditioning protection, a little more
20 insulation if we leave them in. We discussed it and we
21 decided to leave them in because we didn't open the
22 screen windows anyway. We always ran the air-
23 conditioner or the heat. And it was one or the other.
24 We didn't -- we very rarely ever opened the windows, so
25 we didn't -- we just -- just said there's no reason to

1 take them down. They were beneficial to leave up so
2 that's what we did.

3 Q. Okay. One of the witnesses for the Defendant said you
4 were lazy and didn't have a job or weren't making any
5 money when you first met Ms. Mowery. What were you
6 doing when you first met Ms. Mowery?

7 A. When I -- when I -- when we first met, when I met her I
8 was just finishing up a \$120,000 addition. Just
9 finishing up. I had a two-year old truck that was paid
10 off. I was driving a 19 -- a Porsche 928S. I was
11 living on a 55-foot yacht. And she didn't have
12 anything. She -- she left out of her -- her husband's
13 house and just left and didn't have anything. She
14 didn't have any money or nothing. I gave her money all
15 the time because she didn't have any money.

16 Q. Okay. You give her money. Do you have copies of any
17 checks or anything showing you gave her money?

18 A. Yes. Here's one where I gave her a check for the
19 \$5,000.

20 Q. Okay. Where is that? Does it have a number on it?
21 You pulled it out of the book; right?

22 A. In this book it's 3C.

23 Q. 3C.

24 A. It should be the same in their book.

25 Q. And where does it show \$5,000?

- 1 A. The bottom check. That was the -- that was the same
2 day when she -- when she came to me and said she
3 couldn't afford to pay the mortgage on the Church
4 Street house. I had already rehabbed all that. And I
5 got my settlement and that same day I went up and paid
6 the mortgage that was -- or line of credit. She said
7 it was a line of credit, but in the book it says
8 mortgage, but it be a line of credit. But I gave her a
9 \$5,000 check to put into her business because she
10 needed money to stimulate her business. And I wrote a
11 \$5,000 for my business just to kind of keep it even.
12 So that's what I did with the three checks. One is to
13 Friendly Boat Rentals, which was my business. The
14 \$31,000 or \$30,000 check to pay off the mortgage and
15 the \$5,000 written to her.
- 16 Q. And that's in the exhibit book we've asked the Judge to
17 take as your exhibits?
- 18 A. Yes. And this -- this came out of my account before we
19 had a shared account.
- 20 Q. Okay. And that check you're talking about is that the
21 check she said was \$30,712.45?
- 22 A. Yes.
- 23 Q. She knew that number pretty good, didn't she?
- 24 A. Yeah.
- 25 Q. And it does say payoff on the check; doesn't it?

- 1 A. And here's -- Ms. Mowery said that she didn't know why
2 it was in that amount. It's because she took the --
3 she went to -- to the bank and increased the amount by
4 6,000 -- 6,000 -- my eyes are really gone. \$6,288.43.
5 And that's why it was \$30,000 and not the 25 that she
6 was talking about. And that's when they corrected the
7 Deed because in the original -- in the original
8 mortgage that she made, that she got to buy the house
9 it was on our rental house and I don't know how -- I
10 don't know how she got a mortgage on our rental house.
11 That's what it says, but then they corrected the Deed
12 and the mortgage and when she did she got an additional
13 \$6,000. And that's why when I paid it off it was
14 \$30,000 and on the bottom of the check it says pay off
15 and that's what I did. I went and paid it off.
- 16 Q. Over the --
- 17 A. Because she came to me and said she couldn't afford to
18 pay it anymore.
- 19 Q. Over the years you gave her other monies; right?
- 20 A. I was always giving her money. When the money stopped
21 flowing that's when she got upset.
- 22 Q. Okay. Did you and her have an account together at any
23 time?
- 24 A. Yes.
- 25 Q. Do you have a document showing that you had an account

1 at any time?

2 A. Yes.

3 Q. I have mine showing Exhibit 28E.

4 A. It's going to be different in that book because that's
5 the updated. This would be --

6 MR. BANNISTER:

7 Does he have it?

8 Q. Do you have it?

9 A. Yes.

10 Q. Okay. Thank you.

11 A. But it's not labeled.

12 Q. What's it on?

13 A. It's under -- in my book it's under 22.

14 Q. Okay.

15 A. But there's -- there's multiple copies of it.

16 Q. What does that show?

17 A. This was our joint account that we did all of the
18 housing in. This is -- this is the one where we wrote
19 the check for Linda Lane. All the housing in South
20 Carolina. This is where the check came out of for
21 Linda Lane and it's -- it's got Debra Mowery and
22 Terence Carroll, 109 Linda Lane, and because the
23 account moved. You know originally -- originally we
24 started the account in Maryland, but it was the same
25 account. We moved it here and the last four digits are

1 8910.

2 Q. Yeah. From your knowledge of the banking and stuff
3 would your name be on there if you're only a signatory
4 on the card?

5 A. I don't think it would. This -- this is a separate
6 account. It's not hers, because we had five or six
7 bank accounts. And that's what I mean is we kept
8 depositing money into whichever bank account we needed
9 to pay bills with. When she said that she paid all the
10 bills she didn't pay them. She just wrote the checks.
11 The money was coming from me as much as or more so than
12 from her, because we were pulling it out -- pulling it
13 out of the safe deposit box and from jobs that I was
14 doing.

15 Q. Okay. You're asking The Court to take that whole
16 notebook as our exhibits; is that correct?

17 A. Yes, because it's all in it. The whole thing is full
18 of it and it shows all of the -- it shows all of the
19 deposits and the \$13,000 deposit I made that's in our
20 joint account that was used to buy the houses. It
21 shows the income from when we sold -- we sold Church
22 Street. The bank statement is in here. The proceeds
23 from that -- first of all, the money paid -- we got a
24 second mortgage on Church Street to buy Pope Field
25 initially. That mortgage got paid off when we sold the

1 house. The proceeds were deposited into this account,
2 which was used to buy the second two properties.

3 Q. Okay. Answer any questions that the Defense may have
4 here.

5 A. Actually there was something else that I need to show
6 you.

7 THE COURT:

8 Go ahead, Mr. Bannister, your witness.

9 MR. BANNISTER:

10 Thank you, Your Honor. So just for the record there's
11 a lot of -- a lot of different documents in the
12 notebook, many of which he's testified about, many of
13 which he has not. So I don't concede that -- there's a
14 bunch of them that are not admissible. They're just
15 emails between other people that aren't here. And a
16 great number of the --

17 THE COURT:

18 Unless -- unless it's a stipulation that the entire
19 book is admitted into evidence then only the documents
20 that have been specifically addressed will be accepted
21 into evidence.

22 MR. BANNISTER:

23 Thank you, Your Honor.

24 EXAMINATION BY MR. BANNISTER:

25 Q. All right. Mr. Carroll, you testified that you had

1 written a check to pay off the line of credit that was
2 secured by her apartment and then it was switched to
3 the house because she was out of money?

4 A. That's what she told me when she asked me to pay -- she
5 asked me to help with the mortgage. And what happened
6 --

7 Q. And did you do that? You wrote that check to help her
8 out with the mortgage?

9 A. We discussed it and I said, well, look -- we were going
10 -- what we were originally going to do with my money
11 was buy a house to rehab. That's when our plans
12 started was right then. And we were looking at houses.
13 If you look through the emails and you look through the
14 time frame of when it -- you can see that we were
15 actively looking for a house. We were dealing with
16 Realtors. We were -- we went to Florida to try to find
17 a house and all of them were falling through. And so
18 we said, well, until we get a house let's just pay
19 this. There's no sense in paying all that interest on
20 a -- on a mortgage all this time, so we discussed it
21 and I said I'm going to do down and pay it off. She
22 said okay. And then we'll get another mortgage on the
23 house as a -- as a line of credit or whatever when we
24 want to buy another house. Because we were buying
25 houses that you could only pay cash for because that

1 how we did out best deal. We don't make a lot of
2 money if we got to finance the house because they're
3 worth more. They don't need as much work and that's
4 where all our capital -- all of our benefit was coming
5 was from my labor.

6 Q. Would you agree when you buy a house with the old
7 saying you make your money when you buy it, not when
8 you sell it? Getting a good deal? Getting a purchase
9 price that's favorable, that's where you make your
10 money? Would you agree with that or disagree?

11 A. Theoretically I would say most investments you make
12 your money when you buy it. That's what you buy it for
13 is an investment --

14 Q. So some of the value then in these properties came from
15 the fact that they were purchased at a favorable price?

16 A. They're only favorable if you get the work done with no
17 expense, which we didn't have any expense other than
18 materials, which I paid for as well as -- she said she
19 paid for it, but it all came out of our joint account
20 so I don't know how she's saying she paid for it when I
21 was depositing money in there.

22 Q. Would you agree that the profit on a house, the
23 ultimate what you made from start to finish, would be
24 reduced by how much the materials costs to fixed it up?

25 A. Not nearly as much as by how much the labor is.

1 Q. By some?

2 A. Of course. Of course.

3 Q. I understand -- I understand your position that you
4 want the labor to be the vast majority of all the value
5 added --

6 A. It is.

7 Q. -- and that you discount the finding of the house, you
8 discount the purchase of the house, and your financial
9 ability to do that. You discount that you've got to
10 buy materials to do that?

11 A. Yes.

12 Q. But you agree that that's part of it?

13 A. Yes, materials are definitely a part of it. And we
14 both paid for materials.

15 Q. And then would you agree that the market fluctuations
16 also have something to do with whether you make money
17 or lose money on these houses? The market is going up
18 you get the benefit of that. If they go down --

19 A. It only determined how much we made. It didn't -- it
20 didn't determine whether we made it because we -- we
21 weren't paying anybody to do the labor. Well, we paid
22 my brothers and nephew to do the -- to do the one
23 house, to help out. They -- they spent a month on it.

24 Q. Do you disagree --

25 A. Because we wanted to get the income from that so we

1 wanted to accelerate the labor and that's why we
2 brought them down to help with that.

3 Q. Do you disagree with Ms. Mowery that you-all paid your
4 family about \$30,000 to do that work?

5 A. It was not that much.

6 Q. Did you get any portion of that money?

7 A. No.

8 Q. They didn't give you a commission or --

9 A. No.

10 Q. -- or kickback? They didn't give you a gift?

11 A. No, my family wouldn't.

12 Q. There was no money transferred back to you for getting
13 that business for them?

14 A. No.

15 Q. You said you had a yacht. Did the yacht work when you
16 met Ms. Mowery?

17 A. It was on land. I was restoring it. It was a 55-foot
18 Classic Cris-Craft, wooden.

19 Q. Did it have windows?

20 A. Part of it did. Part of it didn't.

21 Q. And did you ultimately have to borrow the money from
22 Ms. Mowery to have it towed somewhere else either from
23 the harbor or to the harbor?

24 A. I don't think I have. It wasn't towed. We drove it --

25 Q. It wasn't operational when you met her, was it?

1 A. Actually we drove -- my friend, Glen, and I drove it
2 from Charleston Marina to Harrington Harbor where we
3 hold it because it was being sold. We hold it there
4 for them to inspect it.

5 Q. When you met Ms. Mowery you said you lived on a yacht.
6 That yacht was parked on a trailer in a lot.

7 A. No.

8 Q. You-all were refurbishing it, weren't you?

9 A. No, it was as 55-foot. It won't go on a trailer.

10 Q. And when you were -- your Porsche didn't run either,
11 did it?

12 A. Yeah, it ran.

13 Q. Isn't it true you had to borrow the money from Ms.
14 Mowery to get the Porsche fixed so it would be
15 operational?

16 A. That's not true. We had it towed when the wheel fell
17 off. She paid to have it towed. She put it on her
18 Triple A. She didn't have to pay, she had it towed,
19 but I gave her money back. I mean it's all right here.

20 Q. The loans that were out there that you talked about on
21 the different houses did you ever sign these from a
22 personal guarantee or put yourself at risk on those
23 loans?

24 A. Well, we discussed it. They were both of our loans.
25 It was just through the business. It was our loans.