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Feb 20 2024

SC Court of Appeals

**FORM 15
RECORD ON APPEAL**

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SALUDA COUNTY
Court of Common Pleas

Debra R. McCaslin, Circuit Court Judge

Case No. 2023-CP-41-00015
Appellate Case No. 2023-001032

Hugh Parks Price, Appellant,

v.

Sarah Filler, Respondent.

RECORD ON APPEAL

Rolf M. Baghdady
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Chapin, South Carolina 29036-9705
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Attorney for Respondent

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STATE OF SOUTH CAROLINA

COUNTY OF SALUDA

Hugh Parks Price,

Appellant,

vs.

Sara Filler,

Respondent.

IN THE COURT OF COMMON PLEAS

FOR THE ELEVENTH JUDICIAL CIRCUIT

Case No.: 2023-CP-41-00015

ORDER DENYING APPEAL

BACKGROUND

This matter was presented to the Court on Appellant Hugh Parks Price's Notice of Appeal from the judgment entered on January 27, 2023, by Judge Robin Freeman. Judge Freeman presided over a jury trial arising out of an ownership dispute over livestock. After the jury found for the Respondent, Sara Filler, Appellant timely filed this appeal raising two issues:

1. Did the court fail to properly charge that "one in possession of personal property is presumably its owner"?
2. Did the amount in controversy exceed \$7,500?

A hearing was held for this appeal on June 2, 2023 via the Virtual Courtroom. Present at the hearing on behalf of the Appellant was Rolf M. Baghdady, Esquire. Present at the hearing on behalf of the Respondent was William E. Booth, III, Esquire.

In addition to the arguments of counsel at the hearing, the Court has also reviewed the return of the civil appeal, the Magistrate's court file, an audio recording of the trial, and all other documents filed with this court.

Pursuant to the appeal, recording, and documents on file, as well as the memoranda and arguments of counsel, I hold and find as follows:

STANDARD OF REVIEW

S.C. Code Ann. § 14-5-340 allows a circuit court to hear appeals from magistrate's court. S.C. Code Ann. § 14-5-340 (2017). Furthermore, §18-7-170 provides that "upon hearing the appeal the appellate court shall give judgment according to the justice of the case, without regard to technical errors and defects which do not affect the merits. In giving judgment the court may affirm or reverse the judgment of the court below, in whole or in part, as to any or all the parties and for errors of law or fact." S.C. Code Ann. § 18-7-170 (1976).

Jury Charge

"Generally, the trial judge is required to charge only the current and correct law of South Carolina. In reviewing jury charges for error, we must consider the court's jury charge as a whole in light of the evidence and issues presented at trial. If, as a whole, the charges are reasonably free from error, isolated portions which might be misleading do not constitute reversible error.

"A jury charge is correct if, when the charge is read as a whole, it contains the correct definition and adequately covers the law. The substance of the law is what must be charged to the jury, not any particular verbiage.

"A jury charge which is substantially correct and covers the law does not require reversal. To warrant reversal, a trial judge's refusal to give a requested jury charge must be both erroneous and prejudicial to the defendant."

State v. Adkins, 353 S.C. 312, 317-19, 577 S.E.2d 460, 463-64 (Ct. App. 2003) (internal citations omitted).

Valuation

In reviewing the magistrate's determination regarding valuation, this Court may only reverse for abuse of discretion. See *McDowell v. McDowell*, 300 S.C. 96, 101, 386 S.E.2d 468, 470 (Ct. App. 1989).

ANALYSIS

A. Jury Charge

Judge Freeman charged the jury as follows on the law regarding claim & delivery:

“Claim & delivery is an action for the recovery of specific personal property, wrongfully taken or withheld from its rightful owner, with recovery of any damages resulting from the taking or possession of the property. Claim & delivery may not be used to recover ownership of real property but may only be used to recover goods for the personal property. Actions of claim & delivery are proper in the magistrate's court so long as the value of the property to be regained does not exceed the magistrate's jurisdictional amount of \$7,500. If the property's value exceeds that amount, recovery of the property may only be had through an action in circuit court.

...

“Only certain property is subject to recovery through claim & delivery. The property must be personal, rather than real property. It must be moveable and capable of identification and certainly must be in existence and of substance able to be seized. A claim and delivery action cannot be maintained by one who does not have a general or specific property interest in the thing taken or detained. This means that in order for a party to maintain an action for claim & delivery, the plaintiff at the

time of commencement must be entitled to the immediate possession and may not recover on the weakness of adversary's title or right of possession.”¹

It appears from the record in this case that the jury charge, as a whole, adequately covers the law. Defendant now Appellant requested an instruction that “one in possession of personal property is presumably its owner” per *Jackson v. Frier*, 146 S.C. 322, 144 S.E.2nd 66, 69 (1928). However, the Magistrate declined to give this instruction because no testimony had been allowed regarding Plaintiff now Respondent's eviction or her family members being on trespass notice. Because that testimony was not in evidence, an instruction regarding a presumption based on possession would be prejudicial. This Court finds no error in refusing to charge the requested law.

B. Valuation

It further appears that the valuation of the livestock was reasonable based on the testimony presented and made without abuse of discretion. The Magistrate, having observed the testimony regarding the value of the livestock was in the best position to judge the credibility of the witnesses and their testimony. Judge Freeman remarked that it was clear to him that “the goats and sheep were obviously priced low by Ms. Filler and priced high by Mr. Price.” Therefore, he split the difference and arrived at a value below the \$7,500 limit. In a similar case, a trial judge “weighed the testimony and judged the credibility of the parties” before assigning values to livestock that were “within the values cited by the parties.” *McDowell*, 300 S.C. at 101, 386 S.E.2d at 470. In that case, the Court of Appeals found no abuse of discretion. Under substantially similar circumstances presented to this Court, I hold that the Magistrate did not abuse his discretion in arriving at a valuation below the \$7,500 limit.

¹ This transcription was done in chambers based on an audio recording provided to the Court. It was not prepared by a professional. In the omission, Judge Freeman informed the jury about the common law and statutory history of claim & delivery.

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the January 27, 2023, judgment is AFFIRMED.

Prior to this appeal being heard, Respondent filed a motion to compel asking this Court to fine or imprison Appellant and compel him to disclose the location of the livestock at issue in this case pursuant to Judge Freeman's order dated August 8, 2022. After a review of the relevant law, and in light of the fact that the appeal is hereby denied, this Court lacks jurisdiction to enforce a Magistrate's order. Therefore, this matter is remanded to magistrate's court for a hearing pursuant to S.C. Code Ann. § 22-3-1380 provided upon the filing of an affidavit in support as required.

IT IS SO ORDERED.



Saluda Common Pleas

Case Caption: Hugh Parks Price VS Sara Filler

Case Number: 2023CP4100015

Type: Appeal/Affirmed

So Ordered

Debra R. McCaslin

Electronically signed on 2023-06-06 12:42:21 page 6 of 6

Saluda Magistrate
106 South Rudolph Street
Saluda, SC 29138

AFFIDAVIT OF SERVICE

Personally appeared before me _____

L. E. Gentry

who, being duly sworn, says that, on the

15 Day of August 2022

s/he served Hugh Parks Price

the defendant within named, the Summons
and Complaint in this action, by delivering

copies thereof to _____

Hugh Parks Price

personally, and leaving the same with _____

Hugh Parks Price

at 185 Pine Grove Rd

Saluda, SC

the place of residence/work/other of said

Defendant and Deponent is not a party to

The action.

L. E. Gentry

Deputy Sheriff/Constable/Process Server

DATE August 15, 2022

(12115)

8/29

☐ COURT ORIGINAL

2022CV4110100274

☐ DEFENDANT'S COPY

STATE OF SOUTH CAROLINA

COUNTY OF SALUDA

IN THE MAGISTRATE'S COURT

CLAIM AND DELIVERY

Sara Filler

VS

PLAINTIFF(S)

Hugh Parks Price

144 Spruce Rd 185

Ward, SC 29166-9391

Saluda, SC 29138

DEFENDANT(S)

COURT DATE AUGUST 29, 2022

COURT TIME 10:00 AM

ORIGINAL

RECORDED

AUG 09 2022

SALUDA COUNTY
SHERIFF'S OFFICE

DISPOSITION OF CASE

☒ PLAINTIFF PRESENT

☒ DEFENDANT PRESENT

☐ LIQUIDATED ACCOUNT

☐ UNLIQUIDATED ACCOUNT

☐ RULED FOR PLAINTIFF

\$ _____ CLAIM

\$ _____ COURT COST

\$ _____ TOTAL

☐ RULED FOR DEFENDANT

☐ DEFAULT

☐ SETTLED

☒ OTHER hung Trial - see

attached Verdict Form.

[Signature]
JUDGE

Jul 26 2023
DATE

STATE OF SOUTH CAROLINA

COUNTY OF SALUDA

2022CV4110100274

Case Number

IN THE MAGISTRATES COURT

VERDICT FORM

Sara Filler

VS

Hugh Parks Price

PLAINTIFF(S)

DEFENDANT(S)

☒ Find for Plaintiff

see attached

☒ Find for Defendant

see attached

Foreperson:	<u>Hayot Byrd</u>
Juror:	<u>Charles</u>
Juror:	<u>Anthony Correll</u>
Juror:	<u>Melissa A. Porter</u>
Juror:	<u>John</u>
Juror:	<u>Joseph Wittenis</u>
Juror:	
Alternate Juror:	

January 27, 2023

Tolly - bay gelding horse - plaintiff
Brillo - grey gelding horse - plaintiff
Topsy - nanny goat - plaintiff
Goaty - doe goat - defendant
Britches - nanny goat - plaintiff
Copy - doe goat - defendant
Lupita - nanny goat - defendant
Pixie - doe goat - defendant
Bambi - doe goat - defendant
Brigami - doe goat - defendant
Gypsy - senior female llama - defendant
Morris - wether sheep - defendant
Crick - wether sheep - plaintiff
Marge - nanny sheep - deceased
Seven cotton wagon hens and their roo Mr. Blue -
deceased

Maya Blue

EXHIBIT A

STATE OF SOUTH CAROLINA

2022CV4110100274

COUNTY OF SALUDA

CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

**ORDER RESTRAINING
DAMAGE OR CONCEALMENT
OF PROPERTY
(CLAIM AND DELIVERY)**

Sara Filler

PLAINTIFF(S)

Vs

**Hugh Parks Price
141 Spruce Rd
Ward, SC 29166-9391**

DEFENDANT(S)

You:

Hugh Parks Price

the defendant(s), who upon information and belief has possession of the property described in the attached Claim and Delivery, are ordered to restrain from damaging, concealing, or removing from this county the property described as:

SEE ATTACHED

This Order shall remain in effect until final adjudication of this action, and **violation of this Order shall subject you to a fine of \$100.00 plus costs or a term of imprisonment up to thirty (30) days**, as provided for in Section 22-3-1370, of the Code of Laws of South Carolina.

Dated: August 8, 2022


JUDGE

**Saluda Magistrate
108 South Rudolph Street
Saluda, SC 29138
Phone: (864) 445-4500
Fax: (864) 445-3684**

ELECTRONICALLY FILED - 2023 Mar 14 4:15 PM - SALUDA - COMMON PLEAS - CASE#2023CP4100015

STATE OF SOUTH CAROLINA)

2022CV4110100274

COUNTY OF SALUDA)

CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

SUMMONS
CLAIM AND DELIVERY

Sara Filler

PLAINTIFF(S)

Vs

Hugh Parks Price
141 Spruce Rd
Ward, SC 29166-9391
DEFENDANT(S)

TO THE DEFENDANT(S) NAMED ABOVE:

YOU ARE SUMMONED to be and appear personally in the

Saluda Magistrate
108 South Rudolph Street
Saluda, SC

on August 29, 2022 at 10:00 AM.

Failure to Appear at the time and place herein mentioned will result in the Plaintiff being granted judgment for the possession of said property, or if possession cannot be had, for judgment in the amount of , together with the cost and disbursement of the action.

Given under my hand:


JUDGE

August 8, 2022

STATE OF SOUTH CAROLINA

COUNTY OF SaludaSara E. Filler

PLAINTIFF(S)

VS.

Hugh P. Price

DEFENDANT(S)

2022 CV 4110 100 274

CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

AFFIDAVIT AND COMPLAINT
(Claim & Delivery)Plaintiff, Sara E. Filler personally appearing before me, who being duly sworn, states the following:

1. The plaintiff is the owner, or is entitled to possession, of the property described below. (Give detailed description of each item):

see attached sheet

2. The property described above is being wrongfully withheld by the defendant, Hugh P. Price.
3. To the best knowledge of the plaintiff, the property is being withheld by the defendant because:

the property has been demanded and denied

4. The property was/was not (circle one) taken from the ownership or possession of the plaintiff due to any tax, fine or assessment (and if so seized, it should not have been by virtue of its exempt status).
5. The actual value of the above described property is: (Itemize and give total if more than one item involved.)

*TOTAL \$ 2325

That this amount has been determined in the following manner, to wit:

fair market value

6. That the Notice of Right to Cure as required by Section 37-5-110 and Section 37-5-111, Code of laws of South Carolina, 1976, as amended, has been given on _____ (is not required).

DATED: _____

Sworn to before me,

this 8 day of 8, 2022

Magistrate or Notary Public for South Carolina

My Commission expires _____

Sara E. Filler

Plaintiff (or his attorney or agent)

FOR COURT USE ONLY

ENDORSEMENT OF DISPOSSESSION

Based upon the showing of plaintiff made by affidavit and:

☐ "hearing held and date" or ☐ "no other"

the court hereby directs the constable to immediately take possession of the above described personal property from the defendant and to:

- ☐ retain protective possession of the personal property until otherwise instructed by the Court.
- ☐ deliver possession of the personal property to _____

IT IS SO ORDERED.

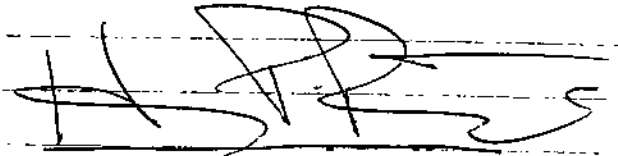
Dated: _____

Magistrate

SEPARATION AGREEMENT

2.17.22

Sara E. Filler 2.17.22
Sara E. Filler


Hugh P. Price

Sara will:

1. name which animals she will be taking with her (with mutual agreement)
2. remove all personal belongings and said animals' belongings from 815 Pine Grove Rd property
3. produce title for Country Ridge camper in the exact unaltered state she assumed possession (of title)
At the # 3325.00
proper Total
4. chan
addr
ated on her SC DL to new

Hugh will:

1. give Sara \$34,000/ thirty four thousand US dollars in cash money once Sara meets her terms (Items 1-4 stated above)

Sara Filler will rent Hugh Price's 5th wheel, mobile Suites
& RV and keep it at 141 Spruce Rd Ward SC 29166.

Sara will pay \$20 h2o and \$50 electric each month for six
months until 10/13/22 and month to month thereafter
with either party giving 30 calendar days notice of intent
to vacate.

Sara claims no ownership of house, buildings or
land at 815 and 819 Pine Grove Rd Ward SC 29166.
Sara will have access to her property and possessions
417 This does not include the house itself @ 815.

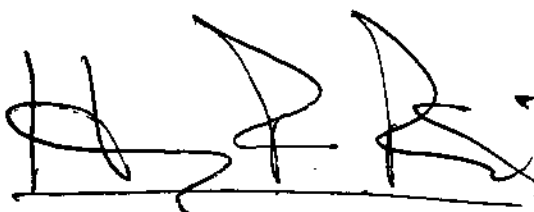
Sara claims no ownership of house, buildings or land
at 141 Spruce Rd Ward SC 29166.

Both parties acknowledge this agreement is binding,
signed of free will, and with no threats or coercion
involved to facilitate. Signed in good faith by both
parties.

Sara E. Filler 4/13/22

Sara E. Filler

Signed this day of Wednesday,
4/13/22 @ 1:30 pm



Hugh P. Price

5th wheel will be in place @ 141
by 4/17/22

(4/13/22) 

PLAINTIFF'S EXHIBIT ONE

**Texts sent June 10, 2022 from Plaintiff to Defendant demanding the release of her property.
Defendant refusing communication and physically denying Plaintiff access to her property.**

demanding release → denied

Verizon LTE

10:57 AM



Hugh cell

* asking for access
to my goats, sheep,
Hanna

* asking for Tolly &
Brillie





+1 (864) 553-9587

Send a text message to +1 (864) 553-9587

Are you going to allow me to
come back? Is there a
valid reason why not? I can
not simply go along with all of
my property held ransom...and
being kept away from my
animals. I desire a peaceful
resolution however. Please
communicate your intent. Again
I desire a peaceful resolution.

I also need some of the goat
minerals and copper

Ok I see you are unwilling to
grant me access to my
property. Sad. What a waste of
energy best used elsewhere.





+1 (864) 553-9587

Hi Hugh, I'm sorry to hear

Ok I see you are unwilling to
grant me access to my
property. Sad. What a waste of
energy best used elsewhere.

Can we not come together in
kindness and peace? You are
manipulating reality into a
narrative that only serves
programming imbedded in your
psyche by other (very ill)
people. There is another way.
Can we please change the
narrative and heal the
programming? I must have free
access to my property Hugh.
Can we not move forward
together in cooperation and
harmony for the good of all our
family?



...the most important thing is to make sure you have a good relationship with your customers. This is the only way to ensure that they will continue to buy from you in the future. It's not just about the product, it's about the service you provide. Make sure you are always listening to your customers and responding to their needs. This will help you build a loyal customer base that will support your business for years to come.

PLAINTIFF'S EXHIBIT TWO

- 2a) Aiken County Farm Supply receipts for hay and feed 2021-2022
- 2b) Amazon account receipts for feed, supplements, medicines, and supplies 2015-2022
- 2c) Azure Standard receipts for feed and supplements 2015-2022
- 2d) Text messages regarding Plaintiff's mother and friends purchasing hay

3/5/2021 10:50 AM Sales Receipt #248803
Store: 1

REPRINTED



Aiken County Farm Supply

1933 Park Avenue S.E.
Aiken SC 29801
803-649-2987
803-649-2496 (fax)

Cashier

Item Name	Qty	Price	Ext Price
COASTAL HAY BAI	2	\$10.50	\$21.00
COOK			
CC ORCH/T/ALF	3	\$16.00	\$48.00
FRONT 60#			
		Subtotal	\$69.00
Local Sales Tax		0% Tax	+ \$0.00
RECEIPT TOTAL:			\$69.00

Credit Card: \$69.00

Visa

Merchant # ***62653

2/8/2021 11:03 AM Sales Receipt #189544
Store: 1

REPRINTED



Aiken County Farm Supply

1933 Park Avenue S.E.
Aiken SC 29801
803-649-2987
803-649-2496 (fax)

Cashier

Item Name	Qty	Price	Ext Price
SHOW & SPORT	4	\$24.50	\$98.00
TEXTURED 50#			
		Subtotal:	\$98.00
Local Sales Tax		0% Tax	+ \$0.00
RECEIPT TOTAL:			\$98.00

Credit Card: \$98.00

Visa

Merchant # ***62653

Signature: _____

I agree to pay the above amount according to card
issuer agreement.

Amount: 98.00, Authorization: 029907, Reference:
103937124275, Card: Visa, Number: 2667 Entry

9/10/2021 11:27 AM Sales Receipt #251342
Store: 1

hay and feed
2021-22



Aiken County Farm Supply

1933 Park Avenue S.E.
Aiken SC 29801
803-649-2987
803-649-2496 (fax)

Bill To: BARBARA HUGHES ***

100 DUBOSE ST
RIDGE SPRING SC 29129
843-631-0224

Cashier

Item Name	Qty	Price	Ext Price
M TIM LT ALF	4	\$15.75	\$63.00
TR#6 60#			
ORCH 3-STRING 3	1	\$14.00	\$14.00
STANDLEE 3-TIE			
		Subtotal	\$117.00
Local Sales Tax		0% Tax	+ \$0.00
RECEIPT TOTAL:			\$117.00

Credit Card: \$117.00

Visa

Merchant # ***62653

10/1/2021 2:37 PM Sales Receipt #214495
Store: 1

REPRINTED



Aiken County Farm Supply

1933 Park Avenue S.E.
Aiken SC 29801
803-649-2987
803-649-2496 (fax)

Cashier

Item Name	Qty	Price	Ext Price
SHOW & SPORT	2	\$25.75	\$51.50
TEXTURED 50#			
		Subtotal:	\$51.50
Local Sales Tax		0% Tax	+ \$0.00
RECEIPT TOTAL:			\$51.50

Credit Card: \$51.50

Visa

Merchant # ***62653

Signature: _____

6/12/2021 10:45 AM
Store: 1

Sales Receipt #20396

REPRINTED



Aiken County Farm Supply

1933 Park Avenue S.E.

Aiken, SC 29801

803-649-2987

803-649-2496 (fax)

Cashier:

Item Name	Qty	Price	Ext Price
SHOW & SPORT TEXTUREE 50#	3	\$25.75	\$77.25
		Subtotal:	\$77.25
Local Sales Tax		0 % Tax	+ \$0.00
RECEIPT TOTAL:			\$77.25

Debit Card: \$77.25

DEBIT

Merchant # ***62653

1/19/2022 12:22 PM
Store: 1

Sales Receipt #226124

REPRINTED



Aiken County Farm Supply

1933 Park Avenue S.E.

Aiken, SC 29801

803-649-2987

803-649-2496 (fax)

Cashier:

Item Name	Qty	Price	Ext Price
KB 1-O/A	6	\$14.75	\$88.50
TR# 4 50+			
SHOW & SPORT TEXTUREE 50#	2	\$26.95	\$53.90
		Subtotal:	\$142.40
Local Sales Tax		0 % Tax	+ \$0.00
RECEIPT TOTAL:			\$142.40

Credit Card: \$142.40

Visa

Merchant # ***62653

11/3/2021 1:58 PM
Store: 1

Sales Receipt #218069

REPRINTED



Aiken County Farm Supply

1933 Park Avenue S.E.

Aiken, SC 29801

803-649-2987

803-649-2496 (fax)

Cashier:

Item Name	Qty	Price	Ext Price
SHOW & SPORT TEXTUREE 50#	3	\$25.75	\$77.25
SEMINOLE SENIOR PURPLE 50#	3	\$25.25	\$75.75
		Subtotal:	\$153.00
Local Sales Tax		0 % Tax	+ \$0.00
RECEIPT TOTAL:			\$153.00

Credit Card: \$153.00

Visa

Merchant # ***62653



Aiken County Farm Supply

1933 Park Avenue S.E.

Aiken, SC 29801

803-649-2987

803-649-2496 (fax)

Cashier:

Item Name	Qty	Price	Ext Price
MI TIMOTHY	25	\$14.00	\$350.00
tr#3 70#			
SHOW & SPORT TEXTUREE 50#	6	\$24.50	\$147.00
REDMOND ROCK /H	2	\$15.50	\$31.00
		Subtotal:	\$528.00
Local Sales Tax		8 % Tax	+ \$2.48
RECEIPT TOTAL:			\$530.48

Credit Card: \$530.48

Visa

Merchant # ***62653

SECURITY FEDERAL BANK
61 EAST MAIN ST
RIDGE SPRING SC 29127

DATE TIME ATM
02/21/22 15:32 02731030

CARD NUMBER
*****6959

SEQ NUMB 4798

WITHDRAWAL \$200.00

Signature _____

I agree to pay the above amount according to card
issuer agreement

*for Sana
for hay*

4 mm

Your Account > Your Orders

Your Orders

107-3438951-5176217

Search Orders

ORDER PLACED
August 7, 2015

TOTAL
\$193.13

SHIP TO
sara filler

ORDER # 107-3438951-5176217
View order details View invoice



Natures best organic feed 3420 Thorvin Organic Kelp for Animals - 50 lbs
Return window closed on Sep 10, 2015

Write a product review

Buy it again View your item



VAXA Homeopathic Medicinal Systemic Alkalizer for Buffering an Acid pH System, Buffer-pH, Capsules, 120 capsules
Return window closed on Sep 10, 2015

Write a product review

Buy it again View your item



Neptunes Harvest CS604 Crab Shell, 4 Pounds
Return window closed on Sep 10, 2015

Buy it again View your item

All Search Amazon

EN Account & Lists & Orders 0

Your Account > Your Orders

Your Orders

002-7944619-8353867

Search Orders

ORDER PLACED
September 9, 2015

TOTAL
\$18.61

SHIP TO
sara filler

ORDER # 002-7944619-8353867
View order details View invoice



Kaytee Forti Diet Pro Health Mouse, Rat 5-Pound
Return and product support eligibility

Write a product review

Buy it again View your item



Alfie Pet by Petoga Couture - Tyler Syringes Feeding Kit for Dogs and Cats or Small Animals
Return window closed on Oct 13, 2016

Buy it again View your item

All Search Amazon

EN Account & Lists & Orders 0

Your Account > Your Orders

Your Orders

113-0572582-0646668

Search Orders

ORDER PLACED
December 29, 2017

TOTAL
\$59.96

SHIP TO
sara filler

ORDER # 113-0572582-0646668
View order details View invoice

Zoetis Animal Health Quest Plus Gel Equine Dewormer
Return window closed on Feb 4, 2018

Problem with order

View your item

Write a product review

All ▾

[Account](#) [Your Orders](#) [Your Account & Settings](#)

0

[All](#) [Account](#) [Your Orders](#) [Your Account & Settings](#) [Feedback](#) [Help](#) [Sign Out](#)
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Search results

goat

Search Results

13 orders matching "goat"



Order details Ordered on October 28, 2018 (1 item)

UltraCruz Goat Copper Bolus for adults, 25 count x 4 grams

UltraCruz

[Buy it again](#)

Order details Ordered on July 5, 2018 (2 items)

Durvet Goat Care 2X Medicated Pellets, Goat Dewormer, 3 Pounds Per Package (2 Pack)

Durvet



Order details Ordered on July 17, 2016 (1 item)

Meyenberg Evaporated Goat Milk, Vitamin D, 12 Ounce (Pack of 12)

Meyenberg

[Buy it again](#)
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[1](#)
[2](#)
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More items to explore

Page 1 of 3

Flash Furniture 25.75"
High Transparent
Counter Height Stool

157

[View Choice](#) [in](#)

Barstools

\$97.88

FREE Delivery

IOTXY 5-Tier Open Shelf
Bookcase - Modern
Freestanding Wooden
Display Stand Unit with
Metal Frame for Home...

33

\$183.33

FREE Delivery

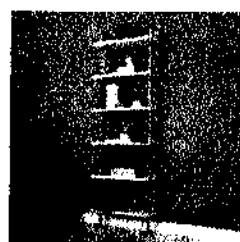
Crosley Furniture Aimee
Narrow Etager Set,
Gold and Glass

1,047

\$387.92

Prime FREE Delivery

Tuesday, Aug 16

Industrial 6-Tiers
Modern Ladder Shelf
Bookcase, Wood Storage
Shelf, Display Shelving,...

41

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Bookcases

\$139.00

FREE Delivery

(Flat Pac
Original
Table, Clear
Wheels, Acrylic)

\$168.00

F

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113-1076138-1056235

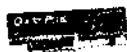
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ORDER PLACED
 January 10, 2018

TOTAL
 \$29.98

SHIP TO
 sara filler

ORDER # 113-1076138-1056235
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[View invoice](#)



Zoetis Animal Health Quest Plus Gel Equine Dewormer
 Return window closed on Feb 14, 2018

[Write a product review](#)

2 [View your item](#)

Your Orders

112-0141303-9713044

[Search Orders](#)

ORDER PLACED
 May 20, 2019

TOTAL
 \$59.30

SHIP TO
 sara filler

ORDER # 112-0141303-9713044
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Shoo Fly Leggings Medium Orange
 Return window closed on Jun 25, 2019

[Problem with order](#)

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Your Orders

111-8472683-8722649

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ORDER PLACED
 November 24, 2020

TOTAL
 \$135.89

SHIP TO
 sara filler

ORDER # 111-8472683-8722649
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[View invoice](#)



Andis UltraEdge Super 2-Speed Detachable Blade Clipper, Professional
 Animal/Dog Grooming, Frustration Free Packaging, AGC2 (22685)
 Return and product support eligibility

[Write a product review](#)

[Buy it again](#)
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ORDER PLACED
 December 13, 2020

TOTAL
 \$39.25

SHIP TO
 sara filler

ORDER # 111-5122158-1536226
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Animal Health Solutions - Equerry's Large Animal Probiotic, Digestive Aid Helping
 to Improve Energy and Vigor (5 pounds)
 Return window closed on Jan 17, 2021

[Write a product review](#)

[Buy it again](#)
[View your item](#)

ORDER PLACED
 February 10, 2021

TOTAL
 \$32.71

SHIP TO
 sara filler

ORDER # 111-4903836-7011438
[View order details](#)
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Bayer Cylence Pt
 Return window closed on Mar 25, 2021

[Problem with order](#)

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Your Orders

112-9550820-6639451

View Order Details

ORDER PLACED
June 8, 2020

TOTAL
\$48.59

SHIP TO
sara filler

ORDER # 112-9550820-6639451
[View order details](#) [View invoice](#)



REDMOND Goat Mineral Supplement Mix, Unrefined Salt (25 LB)
Return and product support eligibility

[Buy it again](#) [View your item](#)

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ORDER PLACED
June 18, 2020

TOTAL
\$107.91

SHIP TO
sara filler

ORDER # 112-6646771-8837822
[View order details](#) [View invoice](#)



Verm Oust Equine Natural Herbal Wormer - Worm Control for Horses, Cows, Goats, Pigs and Poultry - 2 LB
Return window closed on Jul 23, 2020

[View your item](#)

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Product description: Verm Oust Equine Natural Herbal Wormer - Worm Control for Horses, Cows, Goats, Pigs and Poultry - 2 LB

ORDER PLACED
December 13, 2020

TOTAL
\$79.91

SHIP TO
sara filler

ORDER # 111-8653732-5944242
[View order details](#) [View invoice](#)



New Country Organics Goat Mineral, 50 Lb Bag
Return window closed on Jan 16, 2021

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[Problem with order](#)

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ORDER PLACED
April 11, 2021

TOTAL
\$54.94

SHIP TO
sara filler

ORDER # 112-2221579-4124246
[View order details](#) [View invoice](#)



Merck Goat Dewormer 125ml, 2 pack
Return window closed on May 15, 2021

[Buy it again](#) [View your item](#)

[Write a product review](#)

ORDER PLACED
September 9, 2021

TOTAL
\$24.72

SHIP TO
sara filler

ORDER # 114-9094361-2311409
[View order details](#) [View invoice](#)



UltraCruz - sc-363568 Goat Copper Bolus Supplement for Adults, 25 Count x 4 Grams
Return window closed on Oct 14, 2021

[Buy it again](#) [View your item](#)

[Write a product review](#)

ORDER PLACED
January 12, 2022

TOTAL
\$1.14

SHIP TO
sara filler

ORDER # 111-7750702-8345039
[View order details](#) [View invoice](#)



New Country Organics Goat Mineral, 50 Lb Bag
Return window closed on Feb 18, 2022

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111-9117411-3265019

Search orders

ORDER PLACED
March 6, 2021

TOTAL
\$89.41

SHIP TO
sara filler

ORDER # 111-9117411-3265019
[View order details](#) [View invoice](#)



Equerry's Large Animal Probiotic 160 Feedings for 1000 lb. Horse, 20lb.
Return window closed on Apr 11, 2021

[Buy it again](#) [View your item](#)

[Problem with order](#)

[Write a product review](#)

ORDER PLACED
April 11, 2021

TOTAL
\$54.04

SHIP TO
sara filler

ORDER # 112-2566764-0084258
[View order details](#) [View invoice](#)



Bayer Tapeworm Dewormer (Praziquantel Tablets) for Cats, 3-Count Praziquantel Tablets for Cats and Kittens 6 Weeks and Older
Return window closed on May 14, 2021

[Buy it again](#) [View your item](#)

[Write a product review](#)



SDA Laboratories, INC Generic Benadryl Allergy - Diphenhydramine (50mg) - 1000 Capsules
Return window closed on May 14, 2021

[View your item](#)

ORDER PLACED
July 5, 2018

TOTAL
\$50.88

SHIP TO
sara filler

ORDER # 113-6078157-1272205
[View order details](#) [View invoice](#)



Now Foods Zinc Gluconate 50mg Tablets, 500-Count
Return window closed on Aug 8, 2018

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Durvet Goat Care 2X Medicated Pellets, Goat Dewormer, 3 Pounds Per Package (2 Pack)
Return and product support eligibility

[View your item](#)

ORDER PLACED
October 28, 2018

TOTAL
\$27.02

SHIP TO
sara filler

ORDER # 113-1422334-0627411
[View order details](#) [View invoice](#)



UltraCruz Goat Copper Bolus for adults, 25 count x 4 grams
Return window closed on Nov 30, 2018

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Your Orders

112-3155543-9518646

Search orders

ORDER PLACED
May 17, 2020

TOTAL
\$56.15

SHIP TO
sara filler

ORDER # 112-3155543-9518646
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Merck Goat Dewormer 125ml, 2 pack
Return window closed on Jun 20, 2020

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114-9510885-6073023

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ORDER PLACED
October 24, 2021

TOTAL
\$34.55

SHIP TO
sara filler

ORDER # 114-9510885-6073023

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FLYGRUBS Superior to Dried Mealworms for Chickens (5 lbs) - Non-GMO - 85X More Calcium Than Meal Worms - Chicken Feed & Molting Supplement - BSF Larvae Treats for Hens, Ducks, Birds

Return window closed on Jan 31, 2022

[Write a product review](#)

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ORDER PLACED
February 28, 2021

TOTAL
\$129.59

SHIP TO
sara filler

ORDER # 111-6167384-7444254

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Homestead Harvest Thorvin Organic Kelp Meal - Natural Supplement & Fertilizer (50 lb)

Return window closed on Apr 3, 2021

[Problem with order](#)[Write a product review](#)

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ORDER PLACED
March 9, 2020

TOTAL
\$112.34

SHIP TO
sara filler

ORDER # 112-8799828-9805809

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Neptune's Harvest Kelp Meal Multi-Purpose Plant Food 1-0-2, 50 lb

Return window closed on Apr 11, 2020

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ORDER PLACED
December 18, 2019

TOTAL
\$112.34

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ORDER # 112-1405957-8962650

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Neptune's Harvest KM650 Organic Kelp Meal, 50-Pound

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ORDER PLACED
July 13, 2019

TOTAL
\$111.57

SHIP TO
sara filler

ORDER # 112-0936301-1940231

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Neptune's Harvest KM650 Organic Kelp Meal, 50-Pound

Return window closed on Aug 16, 2019

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113-9386602-4017035

Search Orders

ORDER PLACED
 August 29, 2018

TOTAL
 \$106.64

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 sara filler

ORDER # 113-9386602-4017035
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Neptune's Harvest KM650 Organic Kelp Meal, 50-Pound
 Return window closed on Oct 10, 2018

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[Buy it again](#) [View your item](#)
ORDER PLACED
 March 15, 2018

TOTAL
 \$96.82

SHIP TO
 sara filler

ORDER # 113-1219750-9586606
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Neptune's Harvest KM650 Organic Kelp Meal, 50-Pound
 Return window closed on Apr 18, 2018

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ORDER PLACED
 January 30, 2018

TOTAL
 \$157.20

SHIP TO
 sara filler

ORDER # 113-7425859-5935441
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Neptune's Harvest KM650 Organic Kelp Meal, 50-Pound
 Return window closed on Mar 4, 2018

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Search results

horse

Search Order

33 orders matching "horse"



Order details Ordered on June 6, 2022 (1 item)

Majestic Ally 1.25"x1.25" Holes Ultra Slow Feed 40" Very Sturdy Hay Net with Bottom Ring for Horses, Nylon monofilament Rope Hanging, Travel Feeder for Horses

Majestic Ally

[Buy it again](#)

Order details Ordered on April 2, 2022 (1 item)

Solar Vizor EquiVizor Horse Fly Mask (Size COB), Superior UV Eye Protection to 100% for Horses with Uveitis, Photosensitivity, Ulcer, Head Shaking

Solar Vizor

[Buy it again](#)

Order details Ordered on April 2, 2022 (1 item)

Shoofly Horse Leggings, Patented Loose Fitting Fly Boots, Prevent Fly Bites, Reduce Stomping, Stress & Fatigue, Breathable Plastic Mesh (Blue/Medium)

SHOOFLY

[Buy it again](#)

Order details Ordered on September 18, 2021 (4 items)

Cashel Crusader Standard Small Horse/Arab Fly Mask (CFMAS), Grey

Cashel

[Buy it again](#)

Order details Ordered on June 3, 2021 (1 item)

Cashel Crusader Horse Fly Mask, Standard with Ears, Horse, Grey

Cashel

[Buy it again](#)

Order details Ordered on March 14, 2021 (1 item)

Kentucky Performance Prod 044093 60cc Summer Games Plus Electrolyte Paste for Horses

Kentucky Performance Prod

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Search results

horse

Search for items

33 orders matching "horse"


[Order details](#) **Ordered on April 28, 2018 (4 items)**
Cashel Crusader Standard Fly Mask with Blue Trim, Benefit Wounded Warriors - Size: Warmblood Cashel
[Buy it again](#)

[Order details](#) **Ordered on April 22, 2018 (3 items)**
Ecovet Horse Fly Spray Repellent/Insecticide (Made with food grade fatty acids), 1 gallon ECOVET

[Order details](#) **Ordered on March 7, 2018 (2 items)**
Durvet 12-Pack Ivermectin Dewormer Paste for Horses Durvet
[Buy it again](#)

[Order details](#) **Ordered on February 16, 2018 (2 items)**
The Blissful Horses 4 oz Bug Off Butter All Natural Bug Deterrent for Your Horse Tin The Blissful Dog

[Order details](#) **Ordered on February 7, 2018 (2 items)**
1/4" Double Braid Polyester Yacht Rope Horse Halter Soft Available in Yearling, Standard, and Large Horse Sizes (Beige, Small)
Knotty Girlz
[Buy it again](#)

[Order details](#) **Ordered on February 7, 2018 (2 items)**
1/4" Double Braid Polyester Yacht Rope Horse Halter Soft Available in Yearling, Standard, and Large Horse Sizes (Red with White Tracer, Standard)
Knotty Girlz

* animal feed 2015 - 2022

Azure Standard

79709 Dufur Valley Road

Dufur, OR 97021

971-200-8350

Sold To: C1140791

Sara Filler

815 Pine Grove Road

Ward, SC 29166

8436310210

Email: enlightenedacres@gmail.com

Invoice No. 8434158

Invoice Date: 06/10/2022

Total Cases: 5

Ship To: Route Cedar

D797863

Gilbert Leesville Drop

2120 Pond Branch Road

Gilbert, SC 29054

Note: Your credit card has been charged for this invoice. Please
reorder out-of-stock items. Thank you for your order.

"Beloved, I pray that you may prosper in all things and be in health, just as your soul prospers." ~3 John 1:2

Terms

Ship Via

Ship Date

Credit Card

<u>Ord</u>	<u>Shp</u>	<u>Item</u>	<u>Description</u>	<u>Shipping Weight</u>	<u>Price</u>	<u>Total Price</u>
2	2+	GP034	Azure Market Organics Whole Oats with Hulls - Animal Feed, Organic - 30 lb	60.00 lb	17.28	34.56
2	2+	GP599	Modesto Milling Horse Supplement Pellets, Organic - 25 lb	52.00 lb	29.34	58.68
1	1	CT005	Azure Standard Sales Flyer - 1 Sale Flyer	0.31 lb	0.00	0.00
Product Subtotal						93.24
Shipping 8.50%						7.93
Total Invoice						101.17
Total Items: 3 Total Shipping Weight: 112.30625 lb						
Outstanding account debits and credits:						
Azure Cash (Azure Cash used on W8434158)						\$-1.29
Total Charged:						\$99.88

Invoice No. 8434158

Azure Standard
 79709 Dufur Valley Road
 Dufur, OR 97021
 971-200-8350

Invoice No. 7930172
 Invoice Date: 04/14/2022
Total Cases: 6

Sold To: C1140791
Sara Filler
 815 Pine Grove Road
 Ward, SC 29166
 8436310210
 Email: enlightenedacres@gmail.com

Ship To: Route Cedar
 D797863
 Gilbert Leesville Drop
 2120 Pond Branch Road
 Gilbert, SC 29054

Note: Your credit card has been charged for this invoice. Please
 reorder out-of-stock items. Thank you for your order.

"Beloved, I pray that you may prosper in all things and be in health, just as your soul prospers." ~3 John 1:2

<u>Terms</u>	<u>Ship Via</u>	<u>Ship Date</u>
Credit Card		

<u>Ord</u>	<u>Shp</u>	<u>Item</u>	<u>Description</u>	<u>Shipping Weight</u>	<u>Price</u>	<u>Total Price</u>
3	3+	GP034	Azure Market Organics Whole Oats with Hulls - Animal Feed, Organic - 30 lb	90.00 lb	17.28	51.84
2	2+	GP599	Modesto Milling Horse Supplement Pellets, Organic - 25 lb	52.00 lb	29.34	58.68
1	1	CT005	Azure Standard Sales Flyer - 1 Sale Flyer	0.31 lb	0.00	0.00
Product Subtotal						110.52
Shipping 8.50%						9.39
Total Invoice						119.91
Total Items: 3 Total Shipping Weight: 142.30625 lb						
Invoice No. 7930172						

Azure Standard
 79709 Dufur Valley Road
 Dufur, OR 97021
 971-200-8350

Invoice No. 4213238
 Invoice Date: 07/06/2016
Total Cases: 5

Sold To: C1140791
Sara Filler
 815 Pine Grove Road
 Ward, SC 29166
 8436310210
 Email: enlightenedacres@gmail.com

Ship To: Route Q4 Disco'd
 D797863
 Gilbert Leesville Drop
 2120 Pond Branch Road
 Gilbert, SC 29054

Note: Please include invoice number with payment. Please reorder out-of-stock items.

"Beloved, I pray that you may prosper in all things and be in health, just as your soul prospers." ~3 John 1:2

Terms

Ship Via

Ship Date

Credit Card

<u>Ord</u>	<u>Shp</u>	<u>Item</u>	<u>Description</u>	<u>Shipping Weight</u>	<u>Price</u>	<u>Total Price</u>
1	1	GP034	Azure Farm Whole Oats with Hulls - Animal Feed, Organic - 45 lb	46.00 lb	36.00	36.00
2	2+	GP073	Azure Market Organics Chicken Wheat, - Animal Feed, Organic - 50 lb	102.00 lb	33.95	67.90
1	1	GR027	Azure Farm Whole Yellow Corn, Organic - 50 lb	51.00 lb	49.20	49.20
1	1	GP559	Azure Farm Whole Field Peas Animal Feed, Organic - 50 lb	50.00 lb	36.05	36.05
1	0	GP002	Thorvin Kelp Granules, ASCO Animal (Blue Label), Organic - 50 lb	0.00 lb	70.10	0.00

Product Subtotal 189.15

Shipping 8.50% 16.08

Total Invoice 205.23

Total Items: 5 Total Shipping Weight: 249.0 lb

Invoice No. 4213238

Azure Standard
 79709 Dufur Valley Road
 Dufur, OR 97021
 971-200-8350

Sold To: C1140791

Sara Filler

815 Pine Grove Road
 Ward, SC 29166
 8436310210

Email: enlightenedacres@gmail.com

Invoice No. 4163660

Invoice Date: 05/11/2016

Total Cases: 4

Ship To: Route Q4 Disco'd
 D797863

Gilbert Leesville Drop
 2120 Pond Branch Road
 Gilbert, SC 29054

Note: Please include invoice number with payment. Please reorder out-of-stock items.

"Beloved, I pray that you may prosper in all things and be in health, just as your soul prospers." ~3 John 1:2

Terms

Ship Via

Ship Date

Credit Card

<u>Ord</u>	<u>Shp</u>	<u>Item</u>	<u>Description</u>	<u>Shipping Weight</u>	<u>Price</u>	<u>Total Price</u>
3	3+	GP073	Azure Market Organics Chicken Wheat, - Animal Feed, Organic - 50 lb	153.00 lb	33.95	101.85
1	1	BE024	Azure Farm Lentils, Green, Organic - 25 lb	26.00 lb	39.95	39.95

Product Subtotal 141.80

Shipping 8.50% 12.05

Total Invoice 153.85

Total Items: 2 Total Shipping Weight: 179.0 lb

Invoice No. 4163660

Azure Standard
79709 Dufur Valley Road
Dufur, OR 97021
971-200-8350

Invoice No. 4070758
Invoice Date: 03/16/2016
Total Cases: 1

Sold To: C1140791

Sara Filler

815 Pine Grove Road
Ward, SC 29166
8436310210

Email: enlightenedacres@gmail.com

Ship To: Route Q4 Disco'd
D797863
Gilbert Leesville Drop
2120 Pond Branch Road
Gilbert, SC 29054

Note: Please include invoice number with payment. Please reorder out-of-stock items.

"Beloved, I pray that you may prosper in all things and be in health, just as your soul prospers." ~3 John 1:2

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Ship Via

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<u>Ord</u>	<u>Shp</u>	<u>Item</u>	<u>Description</u>	<u>Shipping Weight</u>	<u>Price</u>	<u>Total Price</u>
1	1	GP002	Thorvin Kelp Gran ASCO Animal (Blue Label), Organic - 50 lbs.	52.00 lb	70.10	70.10

Product Subtotal 70.10

Shipping 8.50% 5.96

Total Invoice 76.06

Total Items: 1 Total Shipping Weight: 52.0 lb

Invoice No. 4070758

Azure Standard
79709 Dufur Valley Road
Dufur, OR 97021
971-200-8350

Sold To: C1140791

Sara Filler

815 Pine Grove Road

Ward, SC 29166

8436310210

Email: enlightenedacres@gmail.com

Invoice No. 4022814

Invoice Date: 02/17/2016

Total Cases: 3

Ship To: Route Q4 Disco'd

D797863

Gilbert Leesville Drop

2120 Pond Branch Road

Gilbert, SC 29054

Note: Please include invoice number with payment. Please reorder out-of-stock items.

"Beloved, I pray that you may prosper in all things and be in health, just as your soul prospers." ~3 John 1:2

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<u>Ord</u>	<u>Shp</u>	<u>Item</u>	<u>Description</u>	<u>Shipping Weight</u>	<u>Price</u>	<u>Total Price</u>
1	1	BE024	Azure Market Organics Lentils, Green, Organic - 25 lbs.	26.00 lb	31.00	31.00
1	1	GR027	Azure Market Whole Corn, Organic - 50 lbs.	51.00 lb	49.20	49.20
1	1	SE064	Azure Farm Flax Seeds, Organic - 10 lbs.	10.00 lb	19.25	19.25

Product Subtotal 99.45

Shipping 8.50% 8.45

Total Invoice 107.90

Total Items: 3 Total Shipping Weight: 87.0 lb

Invoice No. 4022814

Azure Standard
 79709 Dufur Valley Road
 Dufur, OR 97021
 971-200-8350

Invoice No. 3879200
 Invoice Date: 11/18/2015
Total Cases: 7

Sold To: C1140791
Sara Filler
 134 fishburne st
 charleston, SC 29403
 8436310210
 Email: enlighthenedacres@gmail.com

Ship To: Route Q4 Disco'd
 D797863
 Gilbert Leesville Drop
 2120 Pond Branch Road
 Gilbert, SC 29054

Note: Please include invoice number with payment. Please reorder out-of-stock items.

"Beloved, I pray that you may prosper in all things and be in health, just as your soul prospers." ~3 John 1:2

Terms

Ship Via

Ship Date

Credit Card

<u>Ord</u>	<u>Shp</u>	<u>Item</u>	<u>Description</u>	<u>Shipping Weight</u>	<u>Price</u>	<u>Total Price</u>
2	2+	GP034	Bulk Whole Oats with Hulls - Animal Feed, Organic - 45 lbs.	92.00 lb	36.00	72.00
1	1	GR066	Azure Farm Wheat Berries, Soft White, Organic - 50 lbs.	52.00 lb	43.45	43.45
1	1	GR063	Azure Farm Wheat, Hard, Red, Organic - 50 lbs.	51.00 lb	47.35	47.35
1	1	GR027	Bulk Whole Corn, Organic - 50 lbs.	51.00 lb	49.20	49.20
1	1	BE103	Bulk Yellow Split Peas, Organic - 25 lbs.	26.00 lb	29.00	29.00
1	1	SE212	Starwest Alfalfa Sprouting Seeds, Organic - 1 lb.	1.00 lb	18.70	18.70
1	1	SE062	Bulk Sesame Seeds White, Hulled, Organic - 1 lb.	1.00 lb	3.95	3.95
1	1	SE073	Bulk Pumpkin Seeds, (Hull-less), Organic - 1 lb.	1.00 lb	5.15	5.15
Product Subtotal						268.80
Shipping 8.50%						22.85
Total Invoice						291.65
Total Items: 8 Total Shipping Weight: 275.0 lb						
Invoice No. 3879200						

Azure Standard

79709 Dufur Valley Road
 Dufur, OR 97021
 971-200-8350

Sold To: C1140791

Sara Filler

134 fishburne st
 charleston, SC 29403
 8436310210

Email: enlightenedacres@gmail.com

Invoice No. 3394044

Invoice Date: 03/04/2015

Total Cases: 10

Ship To: Route Q4 Disco'd

D797863

Gilbert Leesville Drop

2120 Pond Branch Road

Gilbert, SC 29054

Note: Your credit card has been charged for this invoice. Please
 reorder out-of-stock items. Thank you for your order.

"Beloved, I pray that you may prosper in all things and be in health, just as your soul prospers." ~3 John 1:2

Terms

Credit Card

Ship ViaShip Date

<u>Ord</u>	<u>Shp</u>	<u>Item</u>	<u>Description</u>	<u>Shipping Weight</u>	<u>Price</u>	<u>Total Price</u>
3	3+	GR036	Bulk Oats, Whole Groats - 50 lbs.	153.00 lb	25.90	77.70
1	1	GR063	Azure Farm Wheat, Hard, Red, Organic - 50 lbs.	51.00 lb	43.20	43.20
1	1	GR066	Azure Farm Wheat Berries, Soft White, Organic - 50 lbs.	52.00 lb	27.55	27.55
1	1	GR121	Azure Farm Rye Berries, Organic - 4 x 33 ozs.	8.50 lb	10.95	10.95
1	1	GR031	Bulk Millet, Dehulled, Organic - 25 lbs.	26.00 lb	22.10	22.10
1	1	GR136	Azure Farm @Triticale Grain, Organic - 25 lbs.	26.00 lb	18.80	18.80
1	1	SE017	Azure Farm Flax Seeds, Organic - 25 lbs.	25.50 lb	48.35	48.35
1	1	SE032	Bulk Sesame Seeds, Brown, Raw, Organic - 25 lbs.	26.00 lb	60.35	60.35
1	1	SE043	Bulk Sunflower Seeds, Raw - 25 lbs.	26.00 lb	35.90	35.90

Product Subtotal 344.90

Shipping 8.50% 29.32

Total Invoice 374.22

Total Items: 9 Total Shipping Weight: 394.0 lb

Invoice No. 3394044

Azure Standard
 79709 Dufur Valley Road
 Dufur, OR 97021
 971-200-8350

Invoice No. 8279650
 Invoice Date: 05/14/2022
Total Cases: 4

Sold To: C1140791

Sara Filler
 815 Pine Grove Road
 Ward, SC 29166
 8436310210
 Email: enlightenedacres@gmail.com

Ship To: Route Cedar
 D797863
 Gilbert Leesville Drop
 2120 Pond Branch Road
 Gilbert, SC 29054

Note: Your credit card has been charged for this invoice. Please
 reorder out-of-stock items. Thank you for your order.

"Beloved, I pray that you may prosper in all things and be in health, just as your soul prospers." ~3 John 1:2

Terms

Ship Via

Ship Date

Credit Card

<u>Ord</u>	<u>Shp</u>	<u>Item</u>	<u>Description</u>	<u>Shipping Weight</u>	<u>Price</u>	<u>Total Price</u>
2	2+	GP034	Azure Market Organics Whole Oats with Hulls - Animal Feed, Organic - 30 lb	60.00 lb	17.28	34.56
1	1	GP599	Modesto Milling Horse Supplement Pellets, Organic - 25 lb	26.00 lb	29.34	29.34
1	1	CT005	Azure Standard Sales Flyer - 1 Sale Flyer	0.31 lb	0.00	0.00

Product Subtotal 63.90

Shipping 8.50% 5.43

Total Invoice 69.33

Total Items: 3 Total Shipping Weight: 86.30625 lb

Outstanding account debits and credits:

Azure Cash (Azure Cash used on W8279650)

\$-11.90

Total Charged: \$57.43

Invoice No. 8279650

Sara's friends
Scott and Teresa
purchasing hay



Scott

Thanks. Will listen to
the other one today.

Jan 8, 2021, 10:41 AM

Here's your
reminder call. Group
at 11. You in?

Jan 10, 2021, 10:51 AM

Hey you! Would you
be willing to help me
get some hay from
Aiken to the farm?



Scott

of getting her to
that is wonderful!
So that we are clear
you will drive to the
farm and then drive
their suburban
pulling their small
enclosed trailer to
Aiken to pick up hay
that I will have paid
for and they will load
and you drive that
back to the farm
and drop it off. I





Teresa

Thank you

Jan 12, 2021, 5:46 PM

Theresa I don't know what we would have done without you today. You were truly an angel of mercy. The horses would have had no hay. I'm so thankful, I can't tell you what it meant to both Sara and to



Sara's mother
purchasing hay


Sara Android

Jan 12, 2021, 12:54 PM

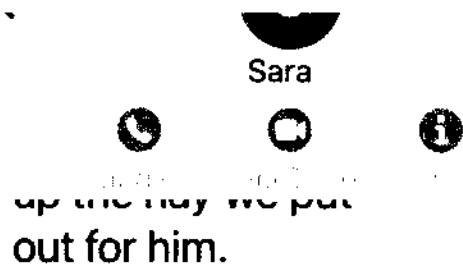
Hi me. Don't forget
to put together a list
of feed. Will be there
at 1:30 to clean out
trailer and hook up.

Jan 13, 2021, 8:04 AM

Mornin punkin
Hope u were able to
get good rest and
are having a
peaceful morning.



2d



Jan 17, 2022 6:01 PM

I will get Tolly's hay.
Thinking
Wednesday. And
give you your \$ too.
Why would he
deprive animals of
food? Did he think
we were wasting it?
I don't get that





Sara

TY! Let's take my
Christmas \$ and get
some hay delivered
for T. Hugh picked
up the hay we put
out for him.

Jan 17, 2022 6:01 PM

I will get Tolly's hay.
Thinking
Wednesday. And
give you your \$ too.
Why would he
deprive animals of





Sara

It's the Timothy/light
alfalfa they call it

Tolly would probably
prefer the toa if
you're still willing to
pick some up. Also
who knows with H

Jan 19, 2022, 12:07 PM

Hey call me ASAP

Jan 19, 2022, 1:14 PM



PLAINTIFF'S EXHIBIT THREE

PROOF OF OWNERSHIP: TOLLY

- 3a) Coggins and Certificate of Veterinary Inspection received at time of adoption 2009
- 3b) Photo of Tolly on Plaintiff's horse farm in Charleston prior to meeting Defendant
- 3c) Text messages from Defendant referring to Tolly as Plaintiff's property



33Y 40013

(Distribution: White-Accompany Shipment White & Yellow-State Veterinarian Pink-Issuing Veterinarian)

Bureau of Animal Health and Welfare
State Fairgrounds - P.O. Box 19281
Springfield, Illinois 62794-9281
(217) 782-4944 Fax: (217) 558-6033

FORM M 120 IL-406-0454 (Revised 1-07)

ILLINOIS DEPARTMENT OF AGRICULTURE

EQUINE INFECTIOUS ANEMIA TEST RECORD

1. ACCESSION NUMBER

Spc E SLID3
CHBC3153669 7

2. NAME AND ADDRESS OF OWNER (Street, City, State and Zip Code)

3. NAME AND ADDRESS WHERE HORSE IS STABLED (Street, City, State and Zip Code)

Tel No. AC()

Tel No. AC()

4. NAME AND ADDRESS OF VETERINARIAN (Street, City, State and Zip Code. Print name and address legibly for window envelope use)

MICHAEL L. SMITH, D.V.M.
315 S. STATE ST.
MANHATTAN, IL 60442

ADD'L INFORMATION/REMARKS

8. TELEPHONE NO.

9. DATE SAMPLE DRAWN

AC()

5. FEDERALLY ACCREDITED VET.

YES NO

I hereby certify that the blood specimen submitted with this form was drawn by me from the horse described below on the date indicated.

7. SIGNATURE OF VETERINARIAN

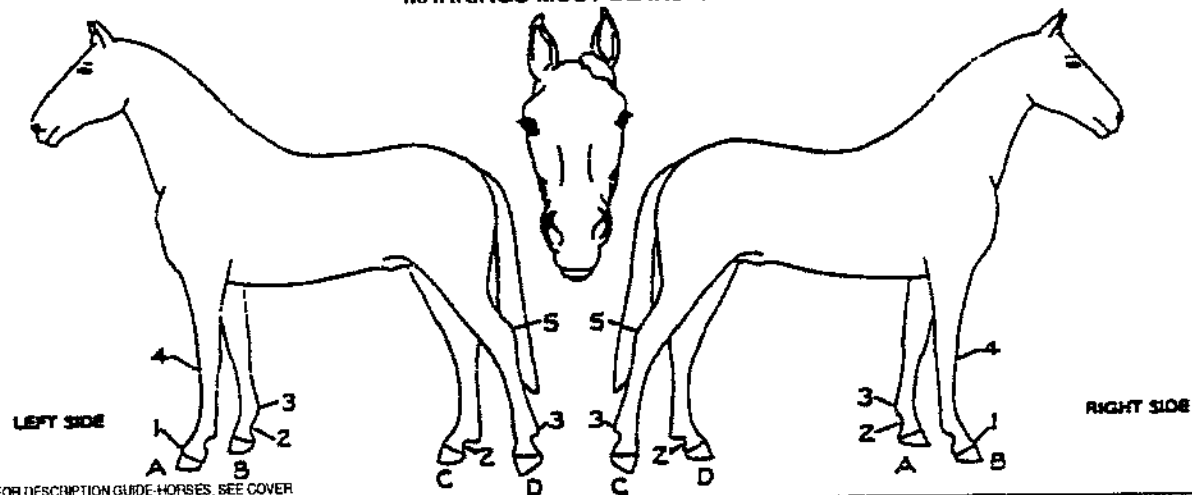
TYPE OR PRINT SIGNATURE NAME

6. STATE IN WHICH LICENSED

10. IDENTIFICATION DATA

TUBE NO.	TATTOO/BRAND NO.	REG. NO.	NAME OF HORSE	COLOR	BREED	AGE	SEX

MARKINGS MUST BE INDICATED



FOR DESCRIPTION GUIDE-HORSES, SEE COVER

Falsification of this form, by changing names, dates, description or phrases may result in a fine of up to \$1000. (Illinois Compiled Statutes, Ch. 510, Par. 6 5/1 et seq.)

11. DESCRIPTION AND REMARKS (Left Side)	A - LEFT OR NEAR FORE LEG B - RIGHT OR OFF FORE LEG C - RIGHT OR OFF HIND LEG D - LEFT OR NEAR HIND LEG 1 - Coronet 2 - Pastern 3 - Fetlock 4 - Knee 5 - Hock M - Mare S - Stallion G - Gelding N - Neuter	12. DESCRIPTION AND REMARKS (Right Side)

FOR LABORATORY USE ONLY

REMARKS	TECHNICIAN	OFFICIAL STAMP



+1 (864) 553-9587

Thu, July 7, 10:03 AM

everything here. Tolly is the only one you owned previous to knowing me, and Contessa was a flat out gift.

If you won't agree to a reasonable compromise there's probably nothing more to say

A reasonable short term solution.

You have your perceptions which are completely subjective.

You can care for "your" animals there. I don't want you or your cronies' weird energy around me, and that is my right to have a peaceful refuge. You are incapable of neutral interaction with me. Aren't you?

Aug 8th → under oath
Tolly is Sara's property



Thurs, July 7, 10:03 am

+1 (864) 553-9587



I called, they combined two things for one appearance. I did name her in C&D, but not RO. Was confused. "It all goes away" is an interesting term to use with a Plaintiff, coming from the Defendant. What animals besides Tolly are you claiming as yours?

What I meant is the chaos goes away.

I am not claiming animals. We are going to court over your RO and C&D

Hugh it's the victims advocate you saw that suggested the proposal I forwarded. I agree that it is a good compromise





+1 (864) 553-9587

I need you to specifically say I may move the animals and keep property there until October. No be

I need you to specifically say I may move the animals and keep property there until October. No be

I'd much prefer an arrangement like that. I want to move on. This is what I've been asking for in writing since May

Tolly is the only animal here you clearly own. Anybody else needs to be discussed. Those goats back there are not yours.

I didn't think so...



PLAINTIFF'S EXHIBIT FOUR

PROOF OF OWNERSHIP: BRILLO

- 4a) Adoption Contract/ Bill Of Sale 2013
- 4b) Coggins received at time of purchase 2013
- 4c) Historic veterinary records from Southern Equine Services 2015-2023
- 4d) Payment/ Invoices from Southern Equine Services 2015-2023
- 4e) Photographs "Sara's newest horse" and others 2013
- 4f) Text referring to providing emergency care and paying vet bill 2020

Big Oaks Rescue Farm Adoption Contract

Return Signed Contract to Big Oaks Rescue Farm

Big Oaks Rescue Farm

2305 Kate Way

Greenwood, SC, 29646

(864) 993-9691

Animal's Name: Outlaw

Breed: _____

Estimated Age: _____

Health Condition: good

This agreement is entered into this date by and between Big Oaks Rescue Farm ("BORF") and the applicant ("Adopter") for the adoption of the above identified rescue animal.

TERMS AND CONDITIONS

1. Adopter agrees to pay BORF an adoption fee of \$⁰⁰~~1000~~ for the above named animal.
2. Adopter agrees the animal is to be a family companion and agrees to provide the animal with a safe home, adequate food, water, proper care, exercise, love, and attention.
3. Adopter agrees not to violate any laws or ordinances with the animal.
4. Adopter agrees that if the animal is lost, stolen, hurt, or killed; the Adopter is to notify BORF by email or phone immediately.
5. Adopter agrees that when the Adopter is to go away for a prolonged period of time or vacation, Adopter is to prearrange proper care for the animal.
6. Adopter agrees to have a clean, secure fenced area for the animal with adequate shelter from the elements in the fenced area.
7. Adopter agrees to have the animal examined by a licensed veterinarian at least once each year and provide for all vaccinations and treatments necessary to ensure good health. If euthanasia becomes necessary, Adopter agrees to have it performed by a licensed veterinarian.
8. Adopter agrees to notify BORF of a change in address and/or phone number within two weeks of change.
9. BORF makes no guarantee or statements regarding the animal's age, breed, health, or temperament. While BORF has made every effort to provide accurate history and assessment of the animal, BORF is not able to guarantee the animal's age, breed, medical status, behavior, or disposition. BORF is available for consultation, advise, and assistance pertaining to the health, training, and compatibility of the animal. Adopter agrees to release BORF and its members or representatives of any and all possible claims arising from injury or damage caused by the animal to any person or property. Adopter accepts this animal as is with all defects, either observable or unobservable, and assumes all risk for the animal upon signing of this contract.
10. If for whatever reason the Adopter is unable to keep this animal for its entire life, the Adopter must return the animal to BORF. Adopter agrees not to give away, sell, or dispose of the animal without express consent of BORF.

11. Adopter agrees that the animal they adopt will not be used for breeding purposes.
12. Adopter will allow BORF to conduct home visits and phone check-ins at their discretion after adoption in order to check on the animal's welfare.
13. In the event this contract, including all its covenants and conditions, is breached by Adopter, BORF has the right to rescind this contract and demand return of the animal. If Adopter fails to return the animal, BORF has the right to seek a Court Order for the return of the animal and seek liquidated damages from the Adopter in the amount of \$750.00 plus any court costs or attorney's fees. Payment of damages shall not excuse the Adopter from returning the animal to BORF.
14. This agreement shall inure to the benefit and be binding upon Adopter and BORF and their successors or beneficiaries. Both parties have fully read and understood all of the agreement, which sets forth all promises, conditions, and understandings, oral or written.
15. Adopter has 30 days to return animal for full refund. After 30 days, the refund is none.

In testimony whereof, Adopter and BORF sign on this date

Adopter:  Date: 11-30-2013

Printed Name: Sara E. Filler

Address: 2509 Johnston Hwy Johnston SC 29832

Phone Number: 843 631 0210

BORF Representative: 

Printed Name: Mary Moss

U.S. DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
EQUINE INFECTIOUS ANEMIA LABORATORY TEST
(VS Memorandum 555.16)

SERIAL NO.

s 0432623

1. ACCESSION NUMBER

2466-12

2. DATE BLOOD
DRAWN

6/11/13

Forms Without Adequate Descriptions Of The Horse and Complete Addresses Including Zip Codes, Counties, and Telephone Numbers Will Not Be Processed.

3. REASON FOR TESTING

☒ Show ☐ First Test
☐ Market ☐ Change of Ownership ☐ Retest ☐ Export

4. GEOGRAPHIC INFORMATION
SYSTEMS (GIS)LAT:
LONG:5. VETERINARY LICENSE
OR ACCREDITATION NO.

6. TEST TYPE

☐ ELISA
☒ AGID

7. NAME AND ADDRESS OR STABLE/MARKET (Please print or type)

Big Oaks Horse Farm

2308 Kade Way

Greenwood, SC

Zip Code 29640

County Gnd

Tel No. 864 993-7671

8. NAME AND ADDRESS OF OWNER (Please print or type)

Same as 7.

Zip Code

Tel No.

County

9. NAME AND ADDRESS OF VETERINARIAN (Please print or type)

Kathie Bunt DM

1103 E. Main St. Camp Rd. E.

Ninety Six, SC

Zip Code 29660

County Gnd

Tel No. 864 225-1270

CERTIFICATION OF FEDERALLY ACCREDITED VETERINARIAN

I certify the specimen submitted with this Form was drawn by me from the horse described below on the date indicated above.

10. SIGNATURE OF FEDERALLY ACCREDITED VETERINARIAN

[Signature]

11. TYPE OR PRINT SIGNATURE NAME

Kathie S. Bunt DM

12. SIGNATURE DATE

6/11/13

CERTIFICATION OF OWNER OR OWNER'S AGENT

I certify that I have examined this form and, to the best of my knowledge and belief, this form is true, correct and complete.

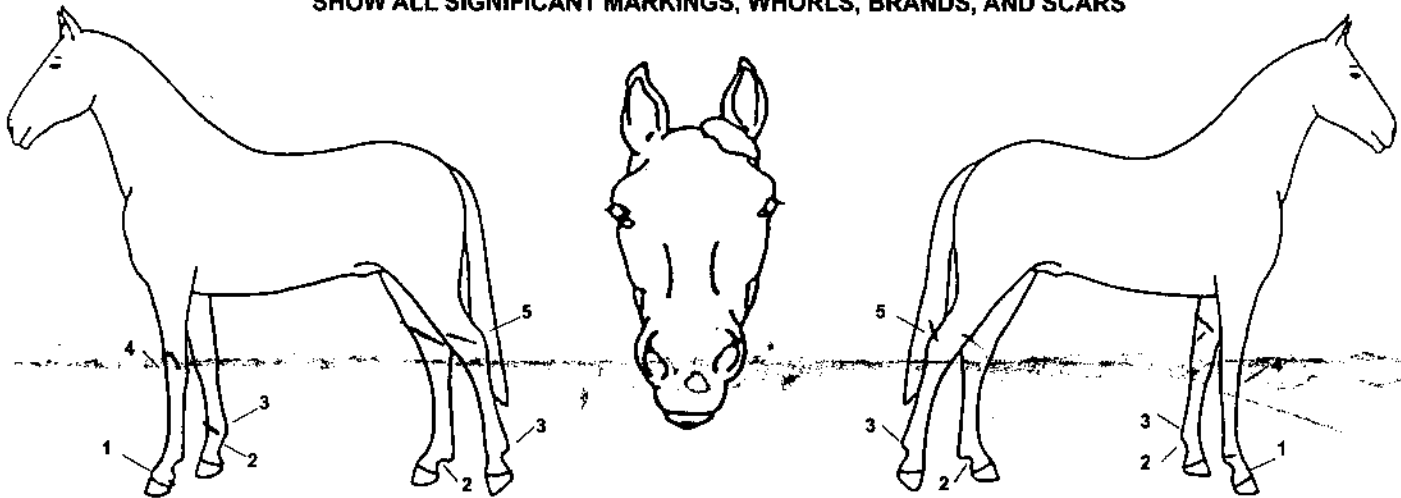
13. SIGNATURE OF OWNER OR OWNER'S AGENT

14. TYPE OR PRINT SIGNATURE NAME

15. SIGNATURE DATE

16. Tube No.	17. Official Tag No.	18. Tattoo/Brand	19. Name of Horse	20. Color	21. Breed	22. Electronic I.D. No.	23. Age or DOB	24. Sex	M - Male F - Female G - Gelding N - Neuter
3			Callan	Gray	Kelchub.		5y	G	

SHOW ALL SIGNIFICANT MARKINGS, WHORLS, BRANDS, AND SCARS



1 - Coronet, 2 - Pastern, 3 - Fetlock, 4 - Knee, 5 - Hock

NARRATIVE DESCRIPTION AND REMARKS

25. HEAD	26. OTHER MARKS AND BRANDS
27. LEFT FORELIMB	28. RIGHT FORELIMB
29. LEFT HINDLIMB	30. RIGHT HINDLIMB

FOR LABORATORY USE ONLY

31. LABORATORY NAME/CITY/STATE	32. DATE RECEIVED	33. DATE REPORTED OUT	34. TEST RESULTS
CLENSON VDC 500 CLENSON RD COLUMBIA, SC 29229	061413	061713	☒ Negative ☐ Positive ☒ AGID ☐ ELISA
35. SIGNATURE OF TECHNICIAN		35. REMARKS	
[Signature]		NEG	

Falsification of this form or knowingly using a falsified form is a criminal offense and may result in a fine of not more than \$10,000 or imprisonment for not more than 5 years or both (U.S.C. Section 1001).

**Southern Equine Service**

1258 Banks Mill Rd
Aiken, SC 29803

Phone (803) 644-1544
Fax (803) 644-1599

Patient History

Printed: August 22, 2022

Date Range: 'Jan 01, 1970' to 'Aug 22, 2023'

Ownership: Filler, Sara (100%) - (843) 631-0210

Filler, Sara [51003757]
202 Dubose St.
Ridge Spring, SC 29129
(843) 631-0210

Patient: Brillo [500027692]
Species: Equine
Breed: Spanish
Color: Gray Roan
Gender: Gelding

DOB: January 01, 2009
Age: 13 Years 7 Months
Microchip #:
Weight:

05 Dec 2020

Drugs Used

DMSO Furacin Ointment (C-Rx) - 1 lb Tub	Qty: 1 Tub	Dr. Sarah Davis
Gentamicin Inj - 100mg/ml 250ml Bottle	Qty: 90 mls	Dr. Sarah Davis
SMZ Tab - 960 mg Tab 500ct Bottle	Qty: 280 Tablets	Dr. Sarah Davis

05 Nov 2020

Technician Note: Given in right side of neck

Services Rendered

Administered - Sedation IV - Hospital Treatment Plan	Qty: 1	Dr. Sarah Davis
Administer - Owner Medication	Qty: 1	Dr. Sarah Davis
Administer IV	Qty: 1	Dr. Sarah Davis
Bandage Distal Limb - Support Right Front	Qty: 1	Dr. Sarah Davis
Care Level 1 (Basic Care)	Qty: 0.500	Dr. Sarah Davis
Hospitalization - Stall	Qty: 0.500	Dr. Sarah Davis
Joint Lavage Right Front [Carpal Joint]	Qty: 1	Dr. Sarah Davis

Drugs Used

Bandages Dispensed - Bandage	Qty: 7 Bandage	Dr. Sarah Davis
Dormosedan Inj Detomidine Inj - 10 mg/ml 20 ml Bottle	Qty: 0.300 ml	Dr. Sarah Davis
Gentamicin Inj - 100mg/ml 250ml Bottle	Qty: 30 mls	Dr. Sarah Davis
Metronidazole Tab - 500mg Tab 100ct Bottle	Qty: 300 Tablets	Dr. Sarah Davis
PPG Inj - 300,000 units/ml 500 ml Bottle	Qty: 25 mls	Dr. Sarah Davis
SMZ Tab - 960 mg Tab 500ct Bottle	Qty: 280 Tablets	Dr. Sarah Davis
SSD Cream/Thermazene/Silver Sulfadiazine Cream - 1 lb Jar/Container	Qty: 1 Unit	Dr. Sarah Davis



Allen South Carolina Tel: 803 364-7544 / www.southernhorsenetwork.com

~Discharge

Doctor: Dr. Sarah Davis

Owner: Sara Filler

Horse: [500027692] Brillo

Date: Nov 04, 2020

Date Of Admission: Nov 01/20

Date Of Discharge: Nov 05/20

Diagnosis:

Wound RF Carpus — communicates with radiocarpal joint

History:

Brillo presented to SES for further workup and management of a penetrating wound over his right front carpus. He was found in his pasture and was non-weight bearing on his right front leg; there was significant swelling throughout the limb as well as pus draining from the wound.

Procedure:

Blood work (CBC)

Radiographs

Serial joint lavages with Amikacin infused intra-articular

Serial bandage changes

Clinical Findings:

On presentation, Brillo was determined to have a wound involving his radiocarpal joint with a severed extensor carpi radialis that had penetrated out the wound. During brief flexion of the knee, joint fluid readily drained out of the wound, as did pus. Radiographs taken confirmed the area of the joint involvement being in the radiocarpal joint. Through several joint lavages, the fluid was more easily drained from the wound with less purulent material being filtered out each time. Brillo had 5 days of joint lavages and antibiotics in the radiocarpal joint. The wound has been packed with SSD and bandaged in a stock wrap. Brillo was on broad spectrum antibiotics (PPG, gentamicin, and metronidazole).

Medications/Treatments:

In House:

Sedation

Bute

PPG

Gentamicin

Metronidazole

To Go Home:

SMZs: Give 14 SMZs by mouth twice daily for 2 weeks. Next dose is due tomorrow morning

Metronidazole: Give 12 tablets by mouth three times a day for one more week. Next dose is due tonight.

Bute: Give 1 g by mouth once daily for 5 more days. Next dose is due tonight.

Change the bandage every other day. Next bandage change is due Saturday morning. Please wear gloves. Layers include

- SSD packed in wound
- nonstick pad over wound
- sterile flexicon gauze bandage
- stock wrap with combi roll
- vetrap
- elastikon

Brillo should be re-checked in 2 weeks. Please call the clinic if any increased lameness, fever, or any thick discharge from wound.

Exercise:

Brillo should remain stalled until the wound is completely healed over.

Services Rendered

Administered - Sedation IV - Hospital Treatment Plan	Qty: 1	Dr. Sarah Davis
Administer - Owner Medication	Qty: 1	Dr. Sarah Davis
Administer IV	Qty: 1	Dr. Sarah Davis
Bandage Distal Limb - Support Right Front	Qty: 1	Dr. Sarah Davis
Care Level 1 (Basic Care)	Qty: 1	Dr. Sarah Davis
Hospitalization - Stall	Qty: 1	Dr. Sarah Davis
Joint Lavage Right Front [Carpal Joint]	Qty: 1	Dr. Sarah Davis

Drugs Used

Dormosedan Inj Detomidine Inj - 10 mg/ml 20 ml Bottle	Qty: 0.300 ml	Dr. Sarah Davis
Gentamicin Inj - 100mg/ml 250ml Bottle	Qty: 30 mls	Dr. Sarah Davis
PPG Inj - 300,000 units/ml 500 ml Bottle	Qty: 25 mls	Dr. Sarah Davis

Sample ID
Patient ID
Type

02218 Name
500027692 Age
Horse Gender

BRILLO
11y
Male

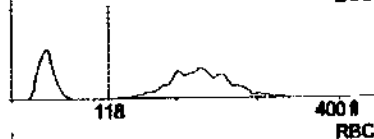
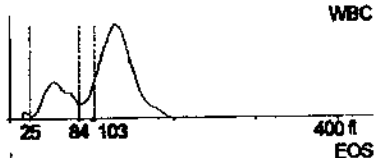
Test Date
Report Date
Doctor

11/03/2020 11:31 AM Serial No.
11/03/2020 11:35 AM
DAVIS

360010770

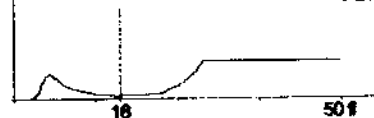
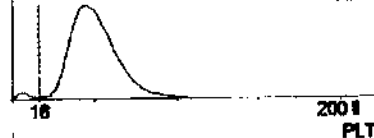
WBC	5.34 - 10 ⁹ /L
LYM	1.21 - 10 ⁹ /L
MON	0.34 10 ⁹ /L
NEU	3.38 10 ⁹ /L
EOS	0.39 10 ⁹ /L
BAS	0.04 10 ⁹ /L
LYM%	22.8 %
MON%	6.4 %
NEU%	62.9 %
EOS%	7.3 %
BAS%	0.7 %

5.40	14.30
1.50	7.70
0.00	1.50
2.30	8.50
0.00	1.00
0.00	10.30
0.0	100.0
0.0	100.0
0.0	100.0
0.0	100.0
0.0	100.0



RBC	4.80 - 10 ¹² /L
HGB	8.8 - g/dl
HCT	24.28 - %
MCV	51 f
MCH	18.3 pg
MCHC	36.3 g/dl
RDWc	23.0 %
RDWs	45.3 f

6.80	12.80
11.0	18.0
32.00	53.00
37	58
12.3	18.7
31.0	38.0



PLT	74 - 10 ⁹ /L
MPV	6.8 f
PCT	0.05 %
PDWc	31.8 %
PDWs	9.0 f

100	400
-----	-----

PrvW	324/327
PrvR	313/314
PrvE	263/268
WBC Lyse	0.80 ml
Lyse 2	3.50 ml

03 Nov 2020

Services Rendered

Administered - Sedation IV - Hospital Treatment Plan	Qty: 1	Dr. Sarah Davis
Bandage Distal Limb - Support	Qty: 1	Dr. Sarah Davis
Right Front		
Care Level 1 (Basic Care)	Qty: 1	Dr. Sarah Davis
CBC - Routine - In House Lab	Qty: 1	Dr. Sarah Davis
Hospitalization - Stall	Qty: 1	Dr. Sarah Davis
Joint Lavage	Qty: 1	Dr. Sarah Davis
Right Front [Carpal Joint]		

Drugs Used

Dormosedan Inj Detomidine Inj - 10 mg/ml 20 ml Bottle	Qty: 0.300 ml	Dr. Sarah Davis
Gentamicin Inj - 100mg/ml 250ml Bottle	Qty: 30 mls	Dr. Sarah Davis
Metronidazole Tab - 500mg Tab 100ct Bottle	Qty: 100 Tablets	Dr. Sarah Davis
PPG Inj - 300,000 units/ml 500 ml Bottle	Qty: 25 mls	Dr. Sarah Davis

02 Nov 2020

Services Rendered

Administered - Sedation IV - Hospital Treatment Plan	Qty: 1	Dr. Sarah Davis
Bandage Distal Limb - Support	Qty: 1	Dr. Sarah Davis
Right Front		
Care Level 1 (Basic Care)	Qty: 1	Dr. Sarah Davis
Hospitalization - Stall	Qty: 1	Dr. Sarah Davis
Joint Lavage	Qty: 1	Dr. Sarah Davis
Right Front [Carpal Joint]		

Drugs Used

Dormosedan Inj Detomidine Inj - 10 mg/ml 20 ml Bottle	Qty: 0.500 ml	Dr. Sarah Davis
Gentamicin Inj - 100mg/ml 250ml Bottle	Qty: 30 mls	Dr. Sarah Davis
PPG Inj - 300,000 units/ml 500 ml Bottle	Qty: 25 mls	Dr. Sarah Davis

01 Nov 2020

Vaccine History: Invoice: 241138
Line Item: DRVA14 - Tetanus Toxoid
Equine Tetanus Toxoid
Serial #386760A
Exp 26Aug21

Sample ID
Patient ID
Type

02213 Name
500027882 Age
Home Gender

BRILLA
11 y
Neutered

Test Date
Report Date
Doctor

11/01/2020 08:08 PM Serial No.
11/01/2020 08:12 PM
DAVIS

360010770

WBC	0.00 - 10%
LYM	--- S 10%
MON	--- S 10%
NEU	--- S 10%
EOS	--- S 10%
BAS	--- S 10%
LYM%	--- S %
MON%	--- S %
NEU%	--- S %
EOS%	--- S %
BAS%	--- S %

RBC	0.00 - 10%
HGB	0.0 - g/dl
HCT	%
MCV	--- S fl
MCH	--- S pg
MCHC	g/dl
RDWc	%
RDWs	1

PLT	0 - 10%
MPV	--- S fl
PCT	%
PDWc	%
PDWs	1

5.40# 14.30

6.80# 12.80
11.0# 19.0

100# 400

WBC

75 400#
EOS

118 400#
RBC

29 200#
PLT

29 50#

Warning

E

PrvW 322/325
PrvR 311/313
PrvE 264/268
WBC Lyse 0.60 ml
Lyse 2 3.50 ml

1x fluid
1/2 saline

History - Exam Text: Hx: Owner found horse in paddock this afternoon NWB with wound on R carpus
 Exam: HR 44 RR16 T101.3 3/5 at the walk. Moderate swelling from proximal to carpus to just distal. Wound over R carpus with extensor carpi radialis exposed. Joint fluid leaking from wound when knee flexed. Malodorous pus present crusted on carpus and can be expressed from wound. Rads - wound appears to communicate with radiocarpal joint. Could not get sample of fluid, but lavaged with 250 ml LRS from lateral side of joint through wound. Put 1 ml amikacin in joint. Packed with SSD and bandaged in sterile bandage. Per owner - no option for referral
 Plan: serial joint lavages and amikacin IA. Abx - PPG, gent, metronidazole. Bandage changes.

Services Rendered

Administered - Sedation IV - Hospital Treatment Plan	Qty: 1	Dr. Sarah Davis
Administer - Owner Medication	Qty: 1	Dr. Sarah Davis
Administer IV	Qty: 1	Dr. Sarah Davis
Arthrocentesis	Qty: 1	Dr. Sarah Davis
Right Front [Carpal Joint]		
Bandage Distal Limb - Sterile	Qty: 1	Dr. Sarah Davis
Right Front		
Care Level 1 (Basic Care)	Qty: 0.500	Dr. Sarah Davis
Digital Radiology- Per View	Qty: 4	Dr. Sarah Davis
Right Front [Carpus]		
Hospital Emergency - After Hours - Evening	Qty: 1	Dr. Sarah Davis
Hospitalization - Stall	Qty: 0.500	Dr. Sarah Davis
Joint Lavage	Qty: 1	Dr. Sarah Davis
Right Front [Carpal Joint]		
Wound Exam	Qty: 1	Dr. Sarah Davis

Drugs Used

Bute Inj - 20% Solution 100ml Bottle	Qty: 10 mls	Dr. Sarah Davis
Bute Paste - 1gm/5ml 60ml Tube - Compounded	Qty: 12 gms	Dr. Sarah Davis
Dormosedan Inj Detomidine Inj - 10 mg/ml 20 ml Bottle	Qty: 0.300 ml	Dr. Sarah Davis
Gentamicin Inj - 100mg/ml 250ml Bottle	Qty: 30 mls	Dr. Sarah Davis
Metronidazole Tab - 500mg Tab 100ct Bottle	Qty: 100 Tablets	Dr. Sarah Davis
PPG Inj - 300,000 units/ml 500 ml Bottle	Qty: 25 mls	Dr. Sarah Davis
SSD Cream/Thermazene/Silver Sulfadiazine Cream - 1 lb Jar/Container	Qty: 1 Unit	Dr. Sarah Davis
Tetanus Toxoid - 1 ml Dose 10 ml Bottle	Qty: 1 Dose	Dr. Sarah Davis

05 Feb 2018

History - Exam Text: Invoice: 190437

Line Item: PRPS01 - Physical Exam - Brief

Owner reports Dr. Atherton hit obstruction in left nasal passage when tubing horse at previous colic episode, horse has also had at least 3 choke episodes. UA scope clean, arytenoids functional, no masses seen in either right or left nasal passage, esophagus clean, no strictures or tight bands of tissue seen.

Services Rendered

Clean Sheath	Qty: 1	Dr. Jen Reda
Dr Administered - Sedation IV	Qty: 1	Dr. Jen Reda
Physical Exam - Brief	Qty: 1	Dr. Jen Reda
Videoscopic Exam - Upper Airways, Trachea, and Esophagus	Qty: 1	Dr. Jen Reda

Note: Scope is clean, no masses or strictures seen

Drugs Used

Butorphanol Inj - 10mg/ml 50ml Bottle	Qty: 0.300 ml	Dr. Jen Reda
Xylazine Inj - 100 mg/ml 50 ml Bottle	Qty: 2 mls	Dr. Jen Reda



Aiken South Carolina Tel: 803 644-1544 www.southernhorseservice.com

-Discharge

Doctor: Dr. Jen Reda

Owner: Sara Filler

Horse: [500027692] Brillo

Date: Sep 30, 2017

Date Of Admission: Sep 29/17

Date Of Discharge: Sep 30/17

Diagnosis:

Colic--suspect spasmodic (gas) colic

History:

Brillo was treated on Friday, September 29th, by Dr. Harvey Atherton for colic. When he became painful again on Friday evening, referral to Southern Equine for overnight treatment was elected.

Procedure:

Colic Exam
Basic Bloodwork--PCV/TP
Passage of Nasogastric Tube
Administration of Oral Fluids and Electrolytes
IV Buscopan
Rectal Exam
Placement of IV Catheter
Administration of IV Fluids
Handwalking/Lunging
Intensive Overnight Monitoring
Slow Refeeding

Clinical Findings:

On arrival, Brillo was quiet, alert, and responsive. His heart rate was 44, bloodwork showed very mild dehydration, and he had gut sounds present. IV Buscopan was administered to facilitate the rectal exam, which revealed some gas present but no displacement or impaction palpated. Passage of the nasogastric tube yielded no net reflux, and oral fluids and electrolytes were administered. An IV catheter was placed and Brillo was monitored closely overnight on IV fluids. No additional pain medications or sedation were needed overnight, and Brillo remained comfortable. This morning, Brillo is bright, alert, and responsive. He had a great appetite for his small mashes and his vitals are all within normal limits. Brillo has been refeed slowly and is now comfortable and ready to go home.

Medications/Treatments:

IV Buscopan
IV fluids

Feeding:

Today: Please feed Brillo 1/4 of his normal hay ration, soaked.
Sunday: Please feed Brillo 1/2 of his normal hay ration, soaked.
Monday: Please feed Brillo back to his full hay ration, soaked
Tuesday: Brillo may return to normal hay.

We would recommend keeping Brillo in a stall or small paddock overnight tonight where you will be able to monitor his manure production, water intake, and comfort levels overnight.

Other:

Thank you so much for entrusting Southern Equine Service with the care of Brillo. He has been an excellent patient. If you have any questions or concerns, please feel free to call us at (803) 644-1544.

30 Sep 2017

Technician Note: Please notify Dr.Redra if he does/does not finish his noon hay/mash and passes manure.

Services Rendered

Care Level 2 (ICU)	Qty: 0.500	Dr. Jen Reda
Colic Progress Exam with Rectal Exam	Qty: 1	Dr. Jen Reda
Flush IV Catheter	Qty: 1	Dr. Jen Reda
Hospitalization - Stall	Qty: 0.500	Dr. Jen Reda
PCV/TP	Qty: 1	Dr. Jen Reda
Rectal Palpation- with Colic Exam	Qty: 1	Dr. Jen Reda

Drugs Used

Lactated Ringers Solution - LRS 5 Gallon 20000ML	Qty: 20000 mls	Dr. Jen Reda
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29 Sep 2017

Services Rendered

Administer IV	Qty: 1	Dr. Jen Reda
Care Level 2 (ICU)	Qty: 0.500	Dr. Jen Reda
Colic Exam	Qty: 1	Dr. Jen Reda
Hospital Emergency - After Hours - Late Night	Qty: 1	Dr. Jen Reda
Hospitalization - Stall	Qty: 0.500	Dr. Jen Reda
Insert NG Tube	Qty: 1	Dr. Jen Reda
IV Fluid Setup	Qty: 1	Dr. Jen Reda
PCV/TP	Qty: 1	Dr. Jen Reda
Rectal Palpation- with Colic Exam	Qty: 1	Dr. Jen Reda

Drugs Used

Buscopan Inj - 20 mg/ml 50 ml Bottle	Qty: 6 mls	Dr. Jen Reda
Lactated Ringers Solution - LRS 5 Gallon 20000ML	Qty: 20000 mls	Dr. Jen Reda
Summer Games Electrolyte Powder - 40 lb Container	Qty: 0.100 lb	Dr. Jen Reda









Southern Equine Service
1258 Banks Mill Rd
Aiken, SC 29803

Phone (803) 644-1544
Fax (803) 644-1599
www.southernmequineservice.com
office@southernmequineservice.com

Account Statement

Filler, Sara
202 Dubose St.
Ridge Spring, SC 29129

Range:	Sep-01-17 to Aug-01-22				
Printed:	Aug-22-22 05:40 PM				
Account:	<table border="1"> <tr> <td>Name</td> <td>Number</td> </tr> <tr> <td>Filler, Sara</td> <td>51003757</td> </tr> </table>	Name	Number	Filler, Sara	51003757
Name	Number				
Filler, Sara	51003757				

Date	Reference #	Description	Patient	Invoice Total	Balance
Sep-30-2017	I[184446]	Invoice (Medicine)	Brillo	\$584.00	\$584.00
Sep-30-2017	P[51628]	Payment		\$(584.00)	\$0.00
Feb-01-2018	I[190179]	Invoice (Wellness / Herd Hea	Contessa	\$325.00	\$325.00
Feb-01-2018	P[55160]	Payment		\$(325.00)	\$0.00
Feb-05-2018	I[190437]	Invoice (Medicine)	Brillo	\$285.00	\$285.00
Feb-05-2018	P[55287]	Payment		\$(285.00)	\$0.00
Feb-26-2018	I[191583]	Invoice (Pharmacy)	Contessa	\$160.00	\$160.00
Feb-28-2018	P[56030]	Payment		\$(160.00)	\$0.00
Oct-27-2018	I[203649]	Invoice (Medicine)	Montana	\$453.00	\$453.00
Nov-07-2018	I[MB53764]	Invoice (Surgery)	Montana	\$71.00	\$524.00
Feb-15-2019	P[66981]	Payment		\$(524.00)	\$0.00
Feb-21-2019	I[209232]	Invoice (Pharmacy)	Contessa	\$150.00	\$150.00
Mar-22-2019	P[68217]	Payment		\$(150.00)	\$0.00
Sep-22-2019	I[219813]	Invoice (Medicine)	Geronimo	\$480.00	\$480.00
Nov-01-2019	CRV[13051]	Charge Reversal		\$(480.00)	\$0.00
Note: Reversed During Billing Correction For Invoice [219813] For Patient 'Geronimo'					
Mar-10-2020	I[229131]	Invoice (Pharmacy)	Contessa	\$160.00	\$160.00
Mar-11-2020	P[81477]	Payment		\$(160.00)	\$0.00
Nov-05-2020	I[241138]	Invoice (Surgery)	Brillo	\$2,513.00	\$2,513.00
Dec-05-2020	I[242787]	Invoice (Hospital)	Brillo	\$118.00	\$2,631.00
Feb-18-2021	CRV[13308]	Charge Reversal		\$(2,513.00)	\$118.00
Note: Reversed During Billing Correction For Invoice [241138] For Patient 'Brillo'					
Feb-18-2021	CRV[13309]	Charge Reversal		\$(118.00)	\$0.00
Note: Reversed During Billing Correction For Invoice [242787] For Patient 'Brillo'					
Feb-24-2021	I[247103]	Invoice (Pharmacy)	Contessa	\$160.00	\$160.00
Mar-03-2021	P[95526]	Payment		\$(160.00)	\$0.00
Mar-24-2021	I[SEC3863]	Invoice (Dentistry)	Contessa	\$123.00	\$123.00
Aug-01-2022	P[119054]	Payment		\$(123.00)	\$0.00

Balance: \$0.00

To pay your account online, please visit our website at www.southernmequineservice.com



Southern Equine Service
1258 Banks Mill Rd
Aiken, SC 29803

Phone (803) 644-1544
Fax (803) 644-1599
www.southernequineservice.com
office@southernequineservice.com

Invoice Details

Filler, Sara
202 Dubose St.
Ridge Spring, SC 29129

Date Range:	Sep-01-17 to Aug-01-22	Page 1 of 3
Printed:	August 22, 2022 05:40 PM	
Name		Number
Account:	Filler, Sara	51003757

Ticket/Invoice	Doctor	Date	Description	Quantity	Amount
Brillo					
Medicine					
Invoice #184446 (Sep-30-17)	Reda, J	9/29/17	Hospitalization - Stall	0.5	\$21.00
	Reda, J	9/29/17	Care Level 2 (ICU)	0.5	\$42.00
	Reda, J	9/29/17	Buscopan Inj	6 mls	\$12.00
			Administer IV		
	Reda, J	9/29/17	Lactated Ringers Solution	1.5 Gal Bottle	\$41.00
	Reda, J	9/29/17	PCV/TP	1	\$6.00
	Reda, J	9/29/17	IV Fluid Setup	1	\$105.00
	Reda, J	9/29/17	Colic Exam	1	\$67.00
			Rectal Palpation- with Colic Exam		
	Reda, J	9/29/17	Insert NG Tube	1	\$47.00
Invoice #184446 (Sep-30-17)			Summer Games Electrolyte Powder		
	Reda, J	9/29/17	Hospital Emergency - After Hours - Late Night	1	\$100.00
	Reda, J	9/30/17	Hospitalization - Stall	0.5	\$21.00
	Reda, J	9/30/17	Care Level 2 (ICU)	0.5	\$42.00
	Reda, J	9/30/17	Lactated Ringers Solution	1.5 Gal Bottle	\$37.00
	Reda, J	9/30/17	PCV/TP	1	\$6.00
	Reda, J	9/30/17	Flush IV Catheter	1	\$0.00
	Reda, J	9/30/17	Colic Progress Exam with Rectal Exam	1	\$37.00
			Rectal Palpation- with Colic Exam		
			Invoice #184446 (Sep-30-17) Total:		
Invoice #190437 (Feb-05-18)	Reda, J	2/5/18	Physical Exam - Brief	1	\$28.00
	Reda, J	2/5/18	Dr Administered - Sedation IV	1	\$20.00
			Butorphanol Inj		
			Xylazine Inj		
	Reda, J	2/5/18	Videoendoscopic Exam - Upper Airways, Trachea, and Esophagus	1	\$275.00 Discounted to \$200.00
			Note: Scope is clean, no masses or strictures seen		
	Reda, J	2/5/18	Clean Sheath	1	\$37.00
			Invoice #190437 (Feb-05-18) Total:		

Brillo

Total

\$869.00

Contessa

Dentistry					
Invoice #SEC3863 (Mar-24-21)	Beetz, R	3/24/21	Dr Administered - Sedation IV	1	\$23.00
			Torbugesic / Torb /Butorphanol Inj		
			Xylazine Inj		
	Beetz, R	3/24/21	Mechanical Standard Dental - Routine	1	\$100.00
			Invoice #SEC3863 (Mar-24-21) Total:		

Ticket/Invoice	Doctor	Date	Description	Quantity	Amount
Dentistry				Total:	\$123.00

Pharmacy					
Invoice #191583 (Feb-26-18)	Reda, J	2/26/18	Rx: Allergy Hyposensitization	1 Vial	\$160.00
				Invoice #191583 (Feb-26-18) Total:	\$160.00
Invoice #209232 (Feb-21-19)		2/21/19	Rx: Allergy Hyposensitization	1 Vial	\$150.00
				Invoice #209232 (Feb-21-19) Total:	\$150.00
Invoice #229131 (Mar-10-20)		3/10/20	Rx: Allergy Hyposensitization	1 Vial	\$160.00
				Invoice #229131 (Mar-10-20) Total:	\$160.00
Invoice #247103 (Feb-24-21)		2/24/21	Rx: Allergy Hyposensitization	1 Vial	\$160.00
				Invoice #247103 (Feb-24-21) Total:	\$160.00
Pharmacy				Total:	\$630.00

Wellness / Herd Health					
Invoice #190179 (Feb-01-18)	Reda, J	2/1/18	Allergy Blood Screen/Test- Spectrum Labs	1	\$325.00
				Invoice #190179 (Feb-01-18) Total:	\$325.00
Wellness / Herd Health				Total:	\$325.00

Contessa	Total:	\$1,078.00
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Montana					
Medicine					
Invoice #203649 (Oct-27-18)	Brady, R	10/27/18	Hospital Emergency - Day	1	\$50.00
				Brady, R	10/27/18
				Laceration / Wound Repair	1
				Other (center) (Extra/Misc)	
				Brady, R	10/27/18
				Dr Administered - Sedation IV	1
				Dormosedan Inj	
				Butorphanol Inj	
				Brady, R	10/27/18
				Bandage Application - Eye	1
				Brady, R	10/27/18
				Sedation Administered IV - Additional	1
				Brady, R	10/27/18
				Excede	14 mis
				Brady, R	10/27/18
				Local Anesthesia	1
				Brady, R	10/27/18
				Fluorescein Corneal Stain	1
				Negative	
				Brady, R	10/27/18
				Banamine Inj	10 mis
				Administer IV	
				Brady, R	10/27/18
				EWITWIN 4 Way Intervat	1 Dose
				Brady, R	10/27/18
				Rx: Dormosedan Gel	1 Tube
				Brady, R	10/27/18
				Rx: Butle Paste	1 Tube
				Brady, R	10/27/18
				Rx: Excede	14 mis
				Invoice #203649 (Oct-27-18) Total:	\$453.00
Medicine				Total:	\$453.00

Surgery					
Invoice #MB53764 (Nov-07-18)	Brady, R	11/7/18	Call Fee Zone 5	1	\$35.00
				Brady, R	11/7/18
				Dr Administered - Sedation IV	1
				Dormosedan Inj	
				Butorphanol Inj	
				Brady, R	11/7/18
				Remove Sutures / Staples	1
				Invoice #MB53764 (Nov-07-18) Total:	\$71.00
Surgery				Total:	\$71.00

Montana	Total:	\$524.00
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Ticket/Invoice	Doctor	Date	Description	Quantity	Amount
Sep-01-17 to Aug-01-22 Total				Total:	\$2,471.00



Barbara Stewart Smith



Barbara Stewart Smith

Sara's newest horse Brillo.



Sara

NOV 8, 2020, 9:25 AM

Gorgeous morning!
Brillo choked so I
spent it massaging
and praying it would
pass and not need
another emergency
vet bill. Wtf. Crazy.
So I'm off
schedule...if you felt
like helping out this
afternoon great if
not ok.

Dehydration? Is he

PLAINTIFF'S EXHIBIT FIVE

PROOF OF OWNERSHIP: GYPSY "JIPPY"

- 5a) Certificate of Registration, Veterinary Certificate of Health, and identification received at time of adoption 2014
- 5b) Text arranging shearing and referring to ownership 2021
- 5c) Photograph displaying close bond



INTERNATIONAL
LLAMA
REGISTRY

Jan T. Wassink
Registrar

Llama

ID# 243449

Sex: Female

Date of Birth: 18 May 2002

Country of Origin: USA

Country Where Born: USA

Color: Brown - Medium

DNA and/or Blood Test Case #:

Microchip:

RE Tattoo:

LE Tattoo:

Sire Owner at time of Conception:

W332

KEITH and/or PATRICIA WATTIGNEY

P.K.'S MINI FARM

Dam Owner at time of Conception:

W332

KEITH and/or PATRICIA WATTIGNEY

P.K.'S MINI FARM

Dam Owner when cria was born:

W332

KEITH and/or PATRICIA WATTIGNEY

P.K.'S MINI FARM

Certificate Issued: 09 December 2002

Date Registered: 06 December 2002

Some of the information contained on this
Certificate has been provided by the
Owner and has not been independently
verified by the ILR.

Certificate of Registration

AMANDA'S GYPSY

DORTHE PELOQUIN - PE344
PELOQUIN PERCH
4344 HARDY MC MANUS RD
EVANS, GA 30809

ERROL FLYNN LL-R47236

KING RICHARD LAMA HEARTED
LL-R54167-USA

DIONE WARWICK LL-R47133

HYDER LLAMAS APPLE JACK LL-R49049

CASCADES CANDY LL-R50161

FORTUNATO LL-R47313

ANNABEL LEE LL-R46651

SNOW BREEZE LL-R48482

PENELOPE Not Registered

BEN LL-L48871

MGF FUZZY FACE LL-R60788

SIR THOMAS DA16 LL-R53411

MOLLY DA16 LL-R53417

ALTIPLANO PRINCE LL-R49337

ANDEAN SNOW PRINCESS LL-R49358

KESLING'S CAESAR LL-R55054

KESLING'S CHELSIE LL-R51705

BEAR CREEKS FERNANDO LAMA
LL-R54992-Blood tested-USA

BERNADETTE PETERS
LL-R54215-USA

SHANGRILA'S WHISKEY
LL-R150449-Blood tested-USA

FORTUNE 500
LL-R53719-Blood tested-USA

SHANGRILA'S MYSTIC BUNNY
LL-R68726-USA

MAGIC BUNNY
LL-R57713

WALKIE WALKIE
LL-R58524-Blood tested-USA

HIGH-LAND'S TITAN
LL-R75855-Blood tested

HIGH-LAND'S SASSY
LL-R58543-USA

HIGH-LAND'S AMANDA
LL-R151527-USA

THE GOLD STANDARD
LL-R49372-Blood tested

SHARP'S IVORY
LL-R86127

CHILEAN JET SET
LL-R55167





Sheep Shearer NC

Test Message
May 17, 2021 12:04 PM

[Faint, illegible text block]

[Faint, illegible text]



PLAINTIFF'S EXHIBIT SIX

PROOF OF OWNERSHIP: GOATS AND SHEEP

- 6a) Bill of Sale (Topsy, Britches, and Crick) 2014
- 6b) Text from Plaintiff to Defendant clearly showing ownership of female goats (Topsy, Goaty Britches, Copy, Lupita, Pixie, Bambi, and Origami).
- 6c) Texts showing Plaintiff arranging and/or performing shearing for her llama and sheep. Plaintiff also historically paid for the shearing of her llama and three sheep. Defendant paid for his three alpaca to be shorn. 2021-22
- 6d) Photographs displaying intimate bonding with sheep and goats 2014-2022
- 6e) Photograph of Plaintiff bottle raising Lupita 2016. Photograph of adult Lupita sunbathing with Plaintiff (intimate bond). Receipt: milk for bottle feeding Lupita 2016.
- 6f) Photographs Plaintiff bottle raising Morris 2015. Photograph of continued intimate bond in adulthood.
- 6g) Photographs Plaintiff bottle raising Bambi and Origami 2019. Photographs displaying intimate bond.
- 6h) Certificate of Registry received at time of purchase of Forest, the Plaintiff's herdsire (father of listed goats). Photograph of Forest as a buckling and adult pet of Plaintiff's.

KHAKALAKI FARM, LLC

204 N. 1st St. P.O. Box 1000, Fargo, ND 58103

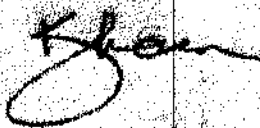
Sales Agreement

This agreement is between Sara Eller (purchaser) and Kathryn Kerven (owner, Khakalaki Farm), to record the sale of the following items:

Sold: 2 doe goats, and 2 wethers sheep.

Price: \$125 each, \$500 total, paid in full.

Date: April 15, 2014



4/15/14

Verizon LTE

11:00 AM



Hugh cell

Taking a quick nap....

Yes I needed rest too. Eating
and will be up to check on
everybody.

I'd like to say the goat girls are
not for sale. If the time comes
when I am forced to re home
them it will be to excellent pet
homes not production homes.
Thank you for honoring my
wishes and not frightening me
with talk of sales and auctions.

showing ownership
of goat herd

I think it would be good if we
both practice allowance,
surrender, and acceptance.
Thanks



2022


Sheep Shearer NC

Wed, Feb 23, 8:03 PM

Hi Barbara, I'm starting to think about the SC shearing tour. We should be coming through your area in Mid-March. Does your daughter still have animals that might need shearing?

She does. I will forward your





Sheep Shearer NC

Sun, Feb 27, 12:18 PM

I have heard back
from my daughter.
she has 1 llama, 3
alpaca, 3 merino
sheep. How much
and when?

We charge a \$65
farm stop fee, \$45
per camelid, and
\$20 per merino, so a
total of \$305.



2022

Sara

Thu, Mar 17, 10:55 AM

Morning. Did get
some sleep
thankfully. Looking
forward to sunshine
later today! There's
a lot to do to get
ready for the
shearer tomorrow.
It's so wet in the run
in we have to do it in
the barn so it must
be cleared out.




Sara

Fri, Mar 18, 10:15 AM

I'm looking for the
total cost for
shearer...was it
\$310?

Yes

Are u Paying the
whole cost? If so, I
will pay the 200 I
said.

Fri, Mar 18, 1:52 PM





Sara

Also, the MC sheep
shearer contacted
me. He is planning a
visit to this area. ?

That would be
fantastic. Oh God I'd
love that. When and
prices...llama 3
alpaca 3 merino x
sheep

Sent him a message

I will help with the



Sara

I will help with the cost.

He isn't going to want to pay but he doesn't do the work. Ugh it's a shit job! Worth it to pay if I can

I will pay for half

That'd be the best gift ever. I hate it. Kills my back. Kids





Sara

That'd be the best
gift ever. I hate it.
Kills my back. Kids
hate it too it takes
me soooo long

Will let you know
what he says.

Pro can do it quick.
H should pay for
alpaca. K thanks

\$305 total, mid-
March. He's texting



Sara

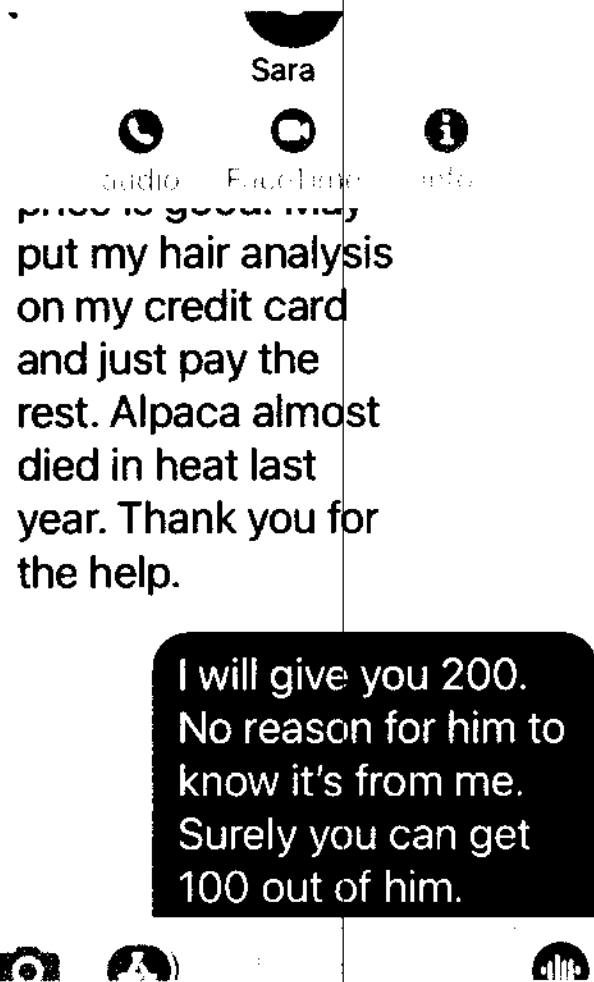
\$305 total, mid-March. He's texting you instructions.

K thanks. See what I can get out of H.

65 farm fee 45 per camelids 20 per sheep. I will pay 150.

Appreciate the help.
Prices are a little high for alpaca.
Used to split \$50







Sheep Shearer NC

Text Message
May 17, 2021, 1:04 PM

Charlotte -- I
received

Johnathan's contact
info from Kathryn
Koven in Aiken. My
daughter is in need
of having 3 sheep
and a llama sheared.
Will he be back in
the Aiken area any
time soon?







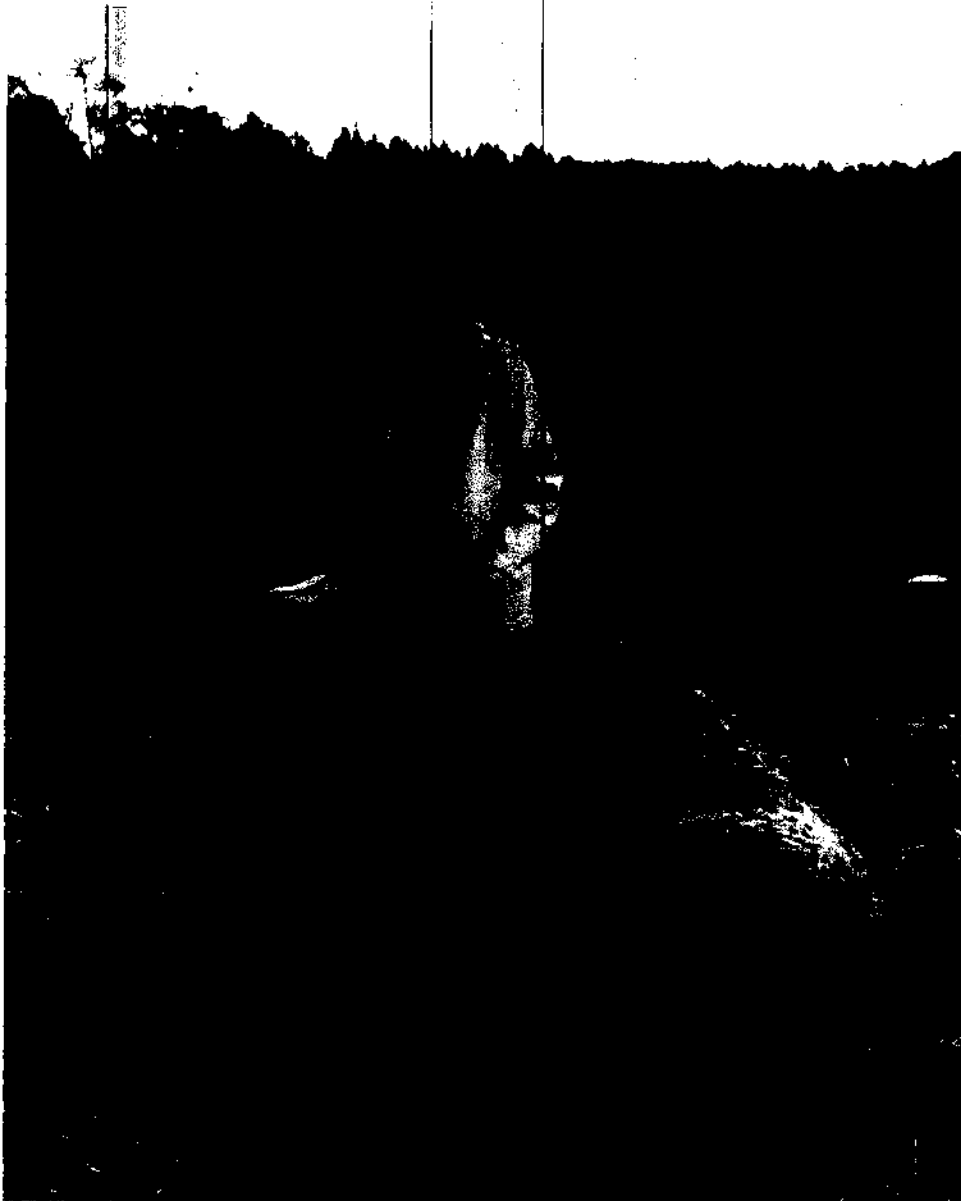
VERIZON

5:10 PM



November 25, 2020
5:10 PM

Edit



Verizon

5:15 PM



April 1, 2018

7:06 PM











* milk for Lupita

Account & Lists - **0**
Orders

All [Saved Orders](#) [Your Orders](#) [Prime Video](#) [Shopping Today](#) [Your Amazon](#)

10% off \$40+ select groceries with SNAP

Your Account > Your Orders

Your Orders

002-3850324-7099443

Search Orders

ORDER PLACED
July 17, 2016

TOTAL
\$37.45

SHIP TO
sara filler

ORDER # 002-3850324-7099443
[View order details](#) [View invoice](#)



Meyenberg Evaporated Goat Milk, Vitamin D, 12 Ounce (Pack of 12)
Return window closed on Aug 19, 2016

[Buy it again](#) [View your item](#)

[Write a product review](#)

[Archive order](#)

















Verizon

7:25 PM



April 10, 2019
4:08 PM

Edit



Verizon



8:01 AM

April 10, 2019

3:39 PM

Ed



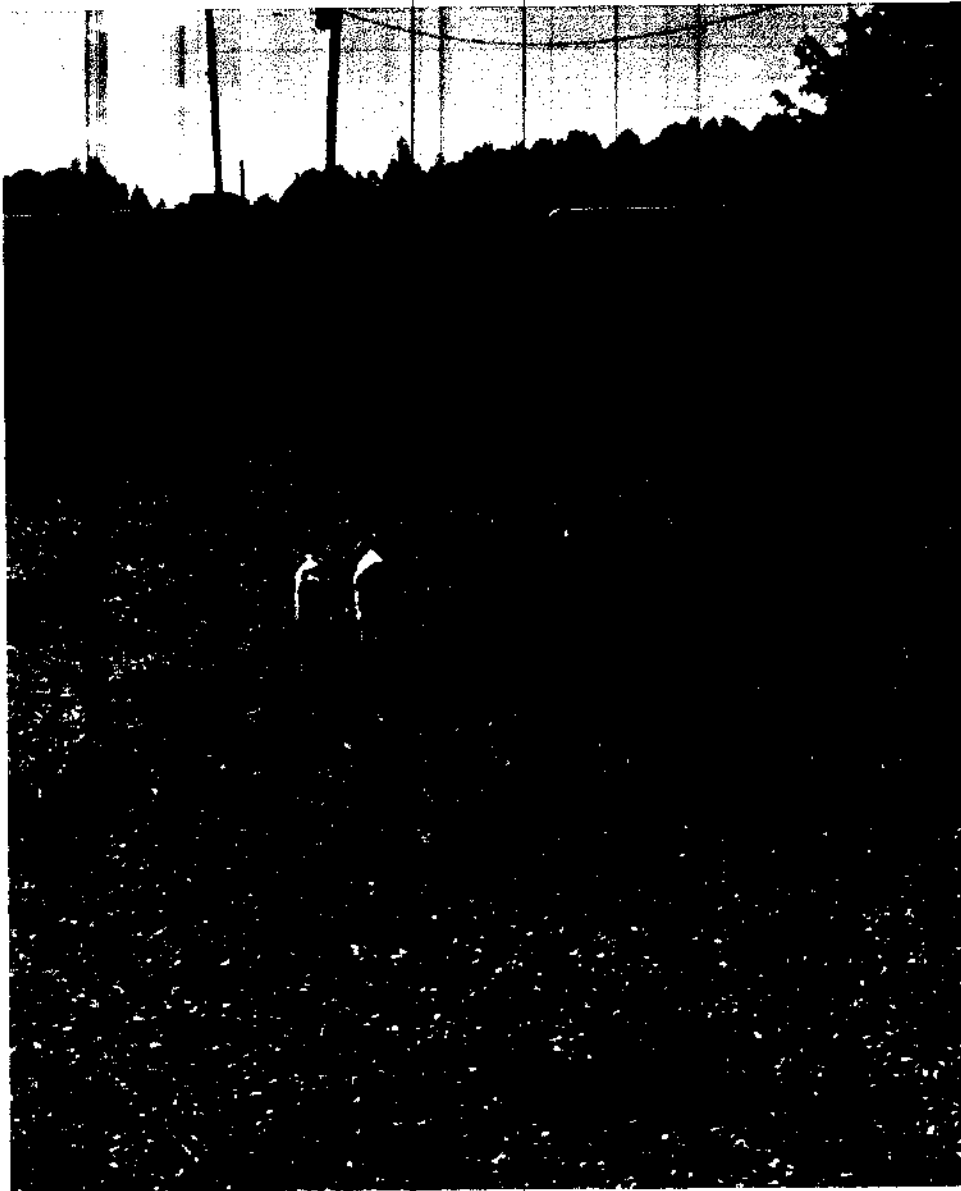
verizon

7:25 PM



April 21, 2019
5:26 PM

Edit







American Dairy Goat Association

ADGA Registry, based on original import records, is your warranty of good breeding and worldwide acceptance. Since 1904
P.O. Box 665, 161 W. Main Street, Spindale, NC 28160 (828)286-3801 Fax (828)287-0476 www.ADGA.org

Certificate of Registry

PUREBRED NUBIAN

NAME: **HOUSE OF THE FOREST BUCKEYE**

REGISTRATION ID: **N1644724**

SIRE: **N1556469**
DEER RIDGE FARMS GUSTAVUS

SIRE'S SIRE: **N1413300**
LAKESHORE SH STORM TRACKER
*B

SIRE'S DAM: **N1475138**
DEER RIDGE FARMS FL CLEMENTINE

DAM: **N1434958**
SAMARIA FARMS ANNABELLE

DAM'S SIRE: **N1425979**
DEER RIDGE FARMS BAMBI

DAM'S DAM: **N1348654**
DEER RIDGE FARMS MACY

DESCRIPTION: **BLACK; WHITE SPOTS; FROSTED EARS; BROWN MARKS ON LEGS/FACE/STOMACH**
SEX: **BUCK**
HORN INFORMATION: **DISBUDDED**
EAR INFORMATION: **PENDULOUS**
BRED BY:

DATE OF BIRTH: **04/27/2013**
TATTOO: RE: **WHIG** LE: **A2**

OWNED BY: **WILLARD, DAVID**
1527913
WILLARD, DAVID
1527913 **04/27/2013**

CLARKS HILL, SC

CLARKS HILL, SC

ISSUE DATE: **06/18/2013**

Under the Rules of the American Dairy Goat Association

The herein described animal has been accepted for registry in the American Dairy Goat Association under the Bylaws and policies of the Association. This certificate is issued in reliance on the truth of the statements submitted on the application for registry or transfer, but is in no event deemed a guarantee by the Association of the breeding or ownership of the animal. If an animal has been admitted to entry or transferred through error, misrepresentation, or fraud, such entries or transfers are void, together with any entries and transfers that may have been made of progeny of any such animals, and the American Dairy Goat Association assumes no liability for damages arising from such entry or transfer. Alterations to this certificate except, as made by the ADGA office, render it NULL AND VOID.

Shirley McKenzie
Shirley McKenzie
ADGA Association Manager

CERTIFICATE OF TRANSFER

I have on _____
sold this animal to _____
address _____

(CITY) (STATE) (ZIP CODE)

BUYER ID _____

1527913 **WILLARD, DAVID**
OWNER ID NAME

When this animal is sold, CERTIFICATE OF TRANSFER block must be completed and signed by seller. CERTIFICATE OF REGISTRY should then be returned promptly to ADGA with appropriate transfer fee.

OWNER (SELLER) SIGNATURE _____



20130455855



PLAINTIFF'S EXHIBIT SEVEN

Plaintiff's calendar from 2018 clearly showing her role as primary/near exclusive animal caregiver.

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Full Moon 1 Last Quarter 9 New Moon 17 First Quarter 24 Full Moon 31	1 2 3 4 5 6 7 8 9 10 11 12	APRIL 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31				
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
Palm Sunday		Saving Begins	Contessa			
					Good Friday	Passover Begins

St. Patrick's Day

Martini in CHS

2018 MARCH



SUNDAY MONDAY TUESDAY WEDNESDAY THURSDAY FRIDAY SATURDAY

1 2 3 4 5 6 7

All Fools' Day
Easter Sunday
Easter Monday (Canada)

8 Wellie chicks
sheep sheared
+ tetanus
9 Bug -
praziquantel
10 Tess -
1st blue viral
inj.
11
12
13
14

15 16 17 18 19 20 21₂₄

1255
plus 82
→

22 23 24 25 26 27 28

Tess 3

Earth Day
Administrative
Professionals Day (USA)

29 30

Tess 4

MARCH
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
APRIL
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30

Last Quarter 8
New Moon 15
First Quarter 22
Full Moon 29

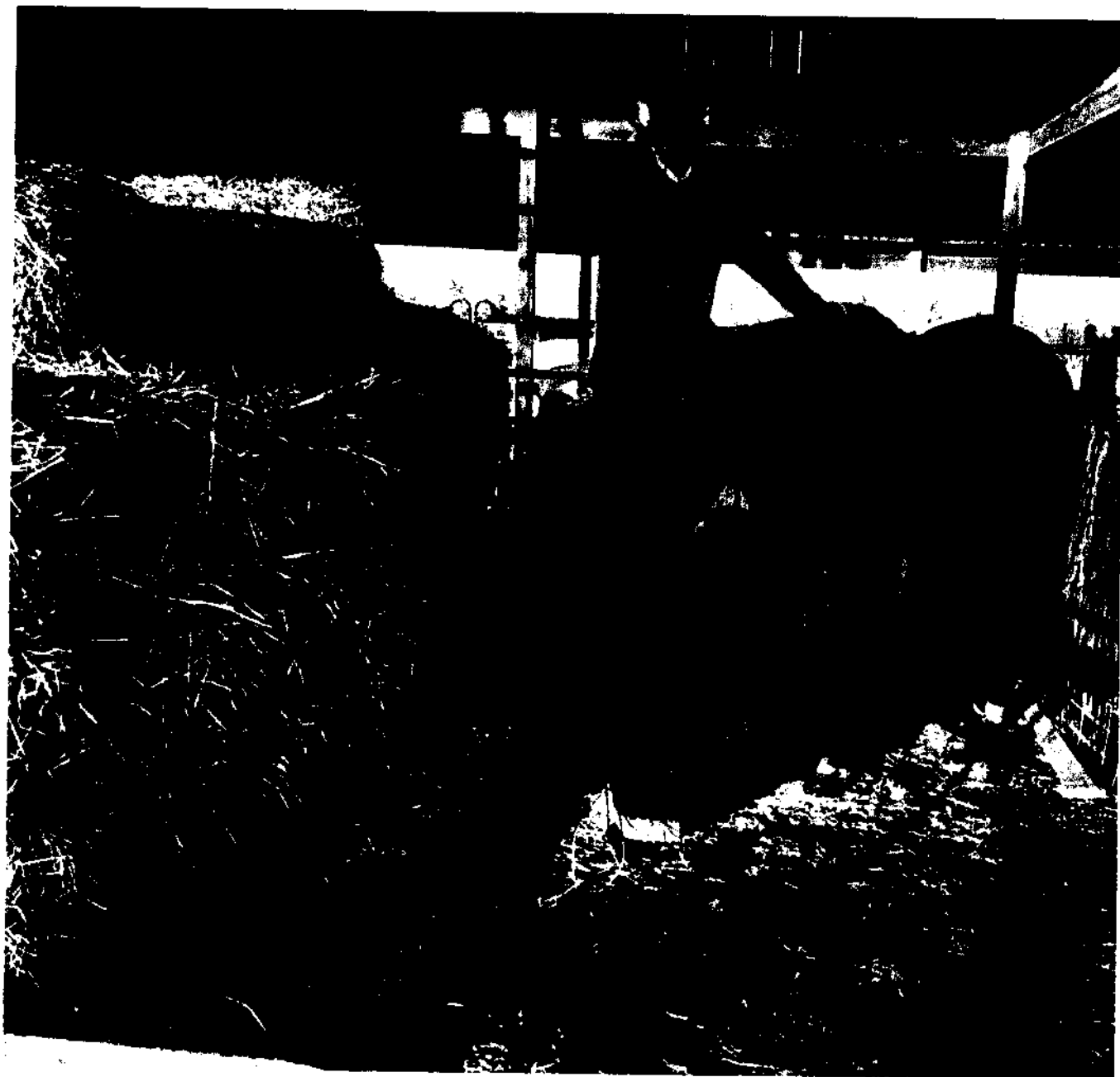
2018 APRIL



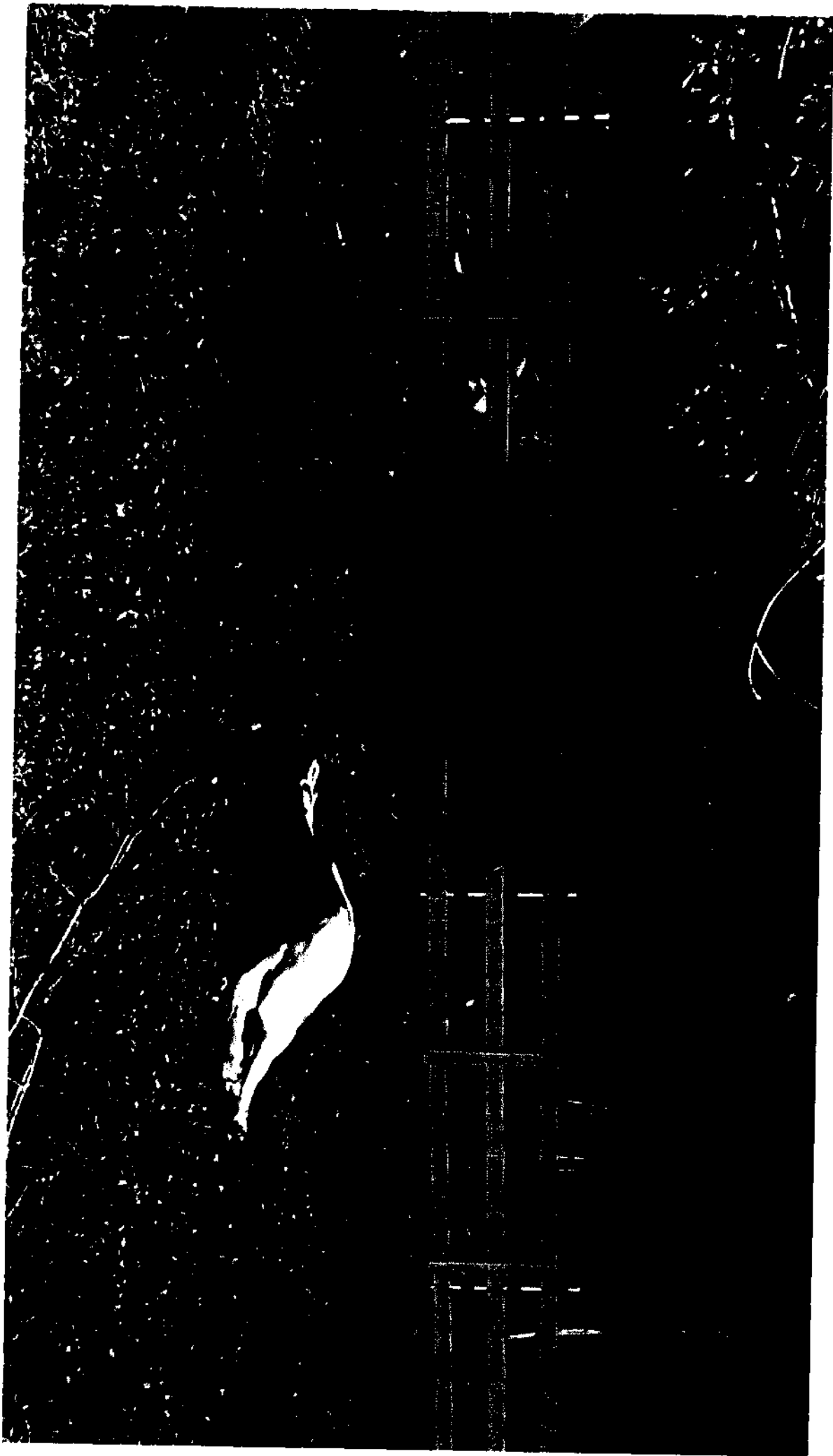
Defendant 1
URY D1

From: sdh4foto sdh4foto@gmail.com
Subject: Hugh
Date: January 26, 2023 at 7:10 PM
To: sdh4foto@gmail.com

Sent from my Verizon, Samsung Galaxy smartphone



Defendant Z D Z





Defendant exn
④
D 4

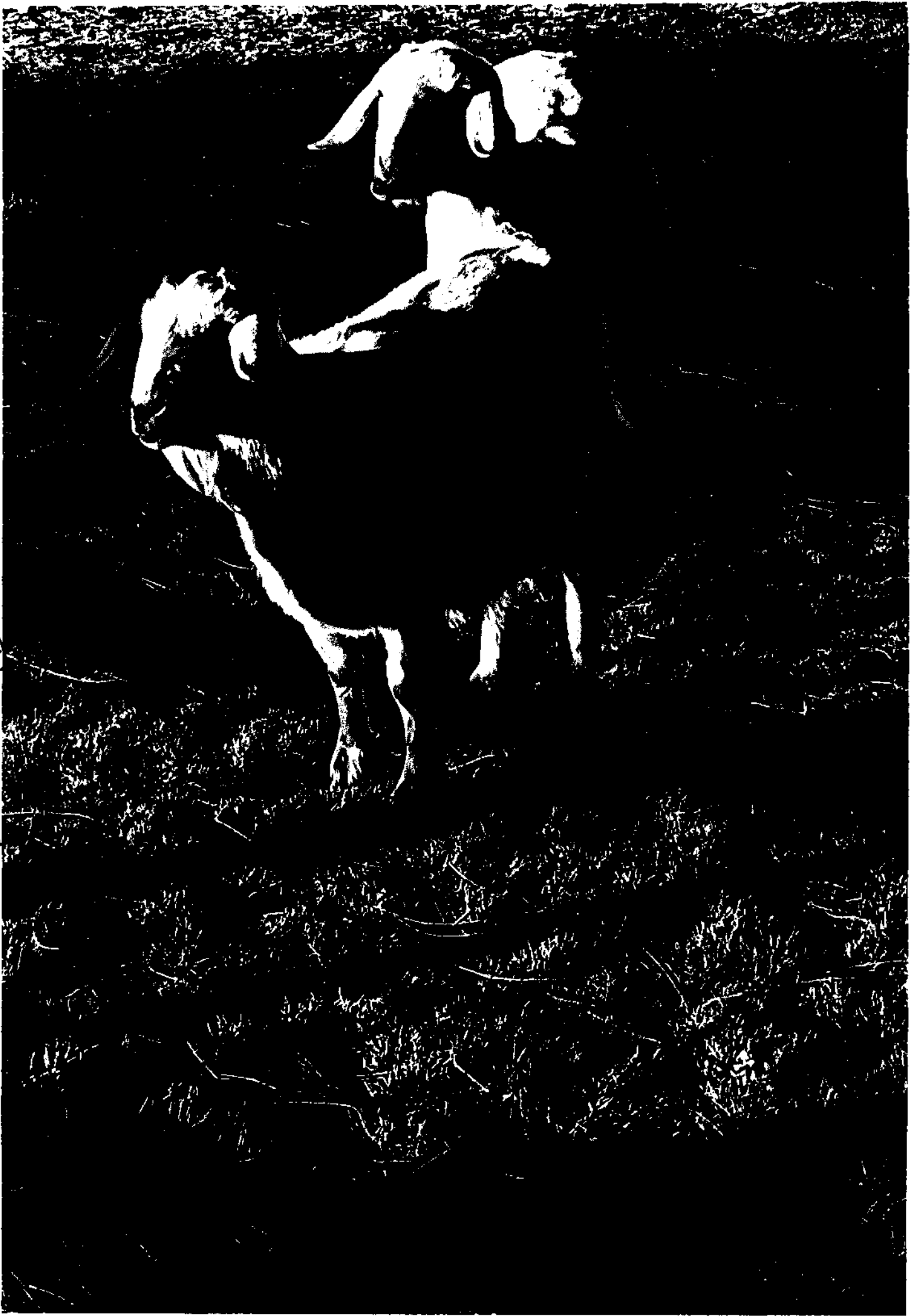
Defendant ⑤
UPJ ①
J





Defendant
and
WR
D &

Defendants and D 7





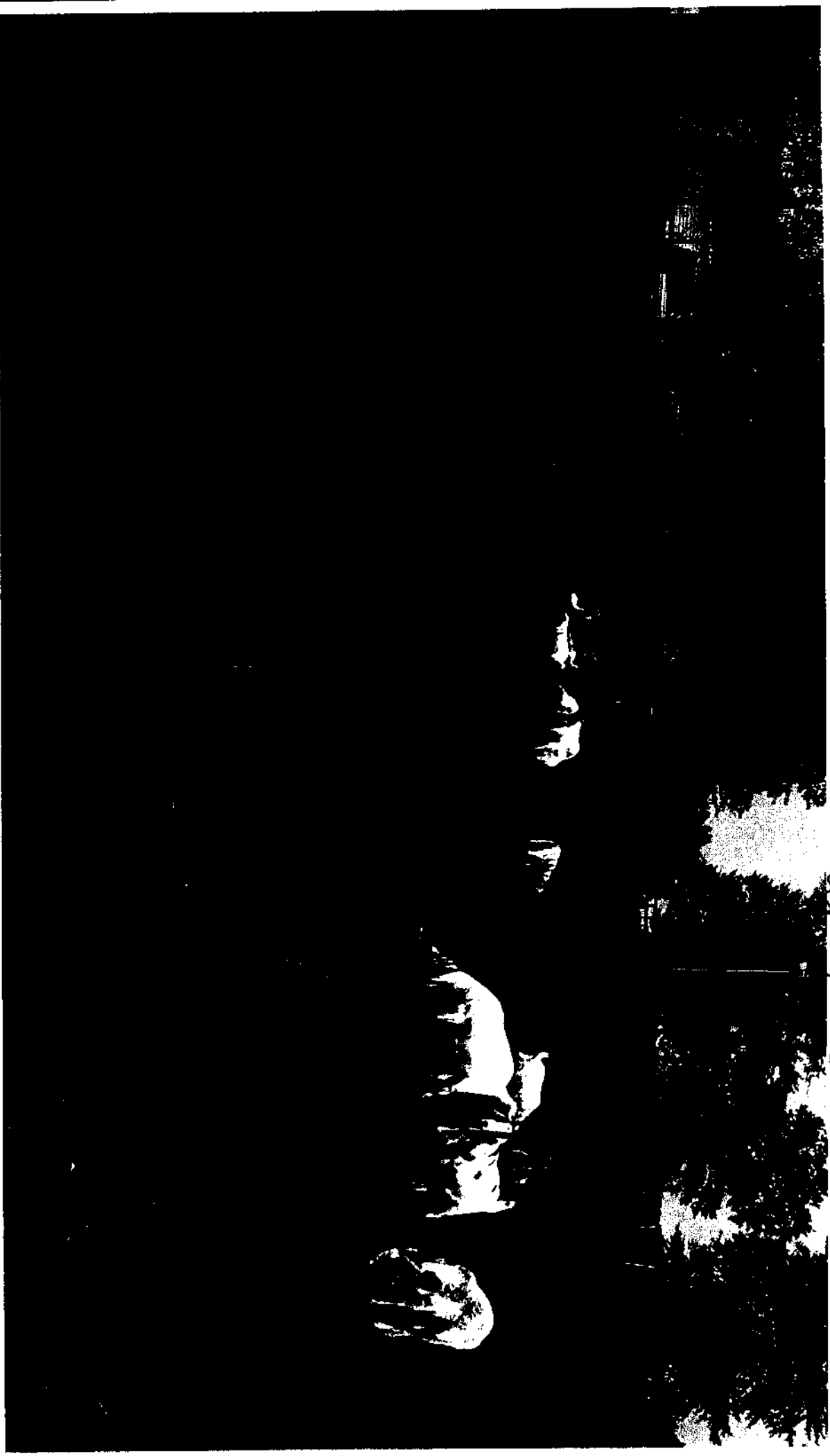
D 8

DEFENDANT (8)

WRG

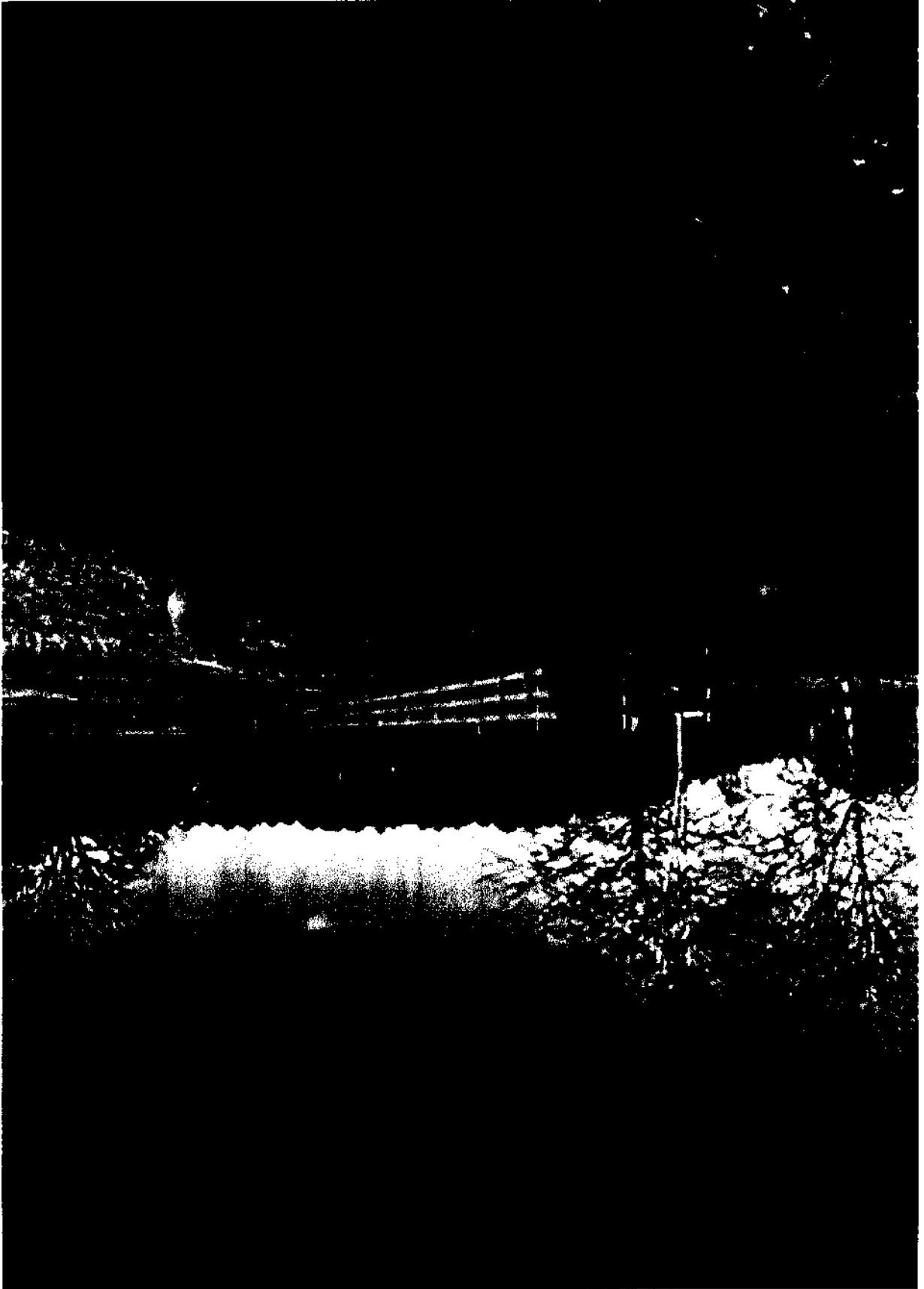
Defendants

UD 9 ID 9



Defendant (b) (7) (D) 12
WJ 2015





Defendants ④ 11

From: McCaslin, Debra Law Clerk (William Arnold) dmccaslinlc@sccourts.org
Subject: RE: 2023CP4100015 - Hugh Parks Price v. Sara Filler
Date: May 31, 2023 at 3:27:34 PM
To: Rolf Baghdady rolf@rolfbaghdady.com, bill@boothlawfirm.com
Cc: McCaslin, Debra Secretary (Danita O. Martin) dmccaslinlc@sccourts.org, McCaslin, Debra dmccaslinj@sccourts.org

Great, thank you both for your flexibility. We'll convene this hearing at 11 AM on Friday, June 2, 2023, via the virtual courtroom. Let me know if you have any questions or need anything else.

Best,

William G. Arnold
Law Clerk to
The Honorable Debra R. McCaslin
Circuit Court Judge
c: (423) 774-0712

-----Original Message-----

From: Rolf Baghdady <rolf@rolfbaghdady.com>
Sent: Wednesday, May 31, 2023 3:25 PM
To: McCaslin, Debra Law Clerk (William Arnold) <dmccaslinlc@sccourts.org>; bill@boothlawfirm.com
Cc: McCaslin, Debra Secretary (Danita O. Martin) <dmccaslinlc@sccourts.org>; McCaslin, Debra <dmccaslinj@sccourts.org>
Subject: RE: 2023CP4100015 - Hugh Parks Price v. Sara Filler

*** EXTERNAL EMAIL: This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. ***

Good Afternoon William Arnold, yes, that will trump what else I have scheduled that day, but, in any case, I don't think it will interfere with a magistrate's jury strike at 2pm in Aiken.

Thanks!

Best regards-Rolf

Rolf M. Baghdady, P.A.
Attorney at Law
Licensed in SC, GA, FL, & NY
Home Office Location
118 Cobblestone Court
Chapin, SC 29036-9705
(O) 803-345-7653
(M) 803-580-0029

On 05/31/2023 3:15 PM EDT McCaslin, Debra Law Clerk (William Arnold)
<dmccaslinlc@sccourts.org> wrote:

Are you available for oral argument on Friday at 11 virtually?

Best,

William G. Arnold
Law Clerk to
The Honorable Debra R. McCaslin
Circuit Court Judge
c: (423) 774-0712

-----Original Message-----

From: Rolf Baghdady <rolf@rolfbaghdady.com>

Sent: Wednesday, May 31, 2023 3:10 PM

To: McCaslin, Debra Law Clerk (William Arnold) <dmccaslinlc@sccourts.org>;

bill@boothlawfirmssc.com

Cc: McCaslin, Debra Secretary (Danita O. Martin) <dmccaslinjc@sccourts.org>; McCaslin, Debra
<dmccaslinj@sccourts.org>

Subject: Re: 2023CP4100015 - Hugh Parks Price v. Sara Filler

*** EXTERNAL EMAIL: This email originated from outside the organization. Please exercise
caution before clicking any links or opening attachments. ***

Good Afternoon, I would prefer oral argument, and note that I have not seen a recording of this
trial to transcribe, although the Magistrate has provided paper copies of all the cases that I
requested.

Thanks!

Best regards-Rolf

Rolf M. Baghdady, P.A.
Attorney at Law
Licensed in SC, GA, FL, & NY
Home Office Location
118 Cobblestone Court
Chapin, SC 29036-9705
(O) 803-345-7653
(M) 803-580-0029

> On 05/31/2023 2:06 PM EDT McCaslin, Debra Law Clerk (William Arnold)

<dmccaslinlc@sccourts.org> wrote:

>

>

> Good afternoon,

>

> If the parties are available and ready, Judge McCaslin would like to hear this appeal on Friday via the virtual courtroom at 11:00 AM. If not, she will likely issue a decision based on the record of the case below which has been provided already. Since this case involves livestock, Judge McCaslin does not want to let it sit unresolved until mid-August.

>

> Let me know if this works for the parties.

>

> Best,

>

> William G. Arnold

> Law Clerk to

> The Honorable Debra R. McCaslin

> Circuit Court Judge

> c: (423) 774-0712

> ~~~ CONFIDENTIALITY NOTICE ~~~ This message is intended only for the addressee and may contain information that is confidential. If you are not the intended recipient, do not read,

copy, retain, or disseminate this message or any attachment. If you have received this message in error, please contact the sender immediately and delete all copies of the message and any attachments.

From: William Booth bill@boothlawfirm.com

Subject: RE: 2023CP4100015 - Hugh Parks Price v. Sara Filler

Date: May 31, 2023 at 2:14:04 PM

To: McCaslin, Debra Law Clerk (William Arnold) dmccaslinlc@sccourts.org, Rolf
Baghdady rolf@rolfbaghdady.com

Cc: McCaslin, Debra Secretary (Danita O. Martin) dmccaslinsc@sccourts.org, McCaslin,
Debra dmccaslinj@sccourts.org

Yes William I am fine with her basing decision solely on record from Magistrate but if necessary I am available for this hearing via virtual courtroom .

Bill Booth

Attorney, Booth Law Firm, LLC

address: 3231 Sunset Blvd., Ste. A, West Columbia SC 29169

email: Bill@boothlawfirmSC.com

phone: 803-791-9211 ext. 1001

direct phone: 803-791-4035

text messaging using: 803-791-4035

fax: 803-791-3159

website: www.BoothLawFirmSC.com

From: McCaslin, Debra Law Clerk (William Arnold) <dmccaslinlc@sccourts.org>

Sent: Wednesday, May 31, 2023 2:06 PM

To: rolf@rolfbaghdady.com; William Booth <bill@boothlawfirmSC.com>

Cc: McCaslin, Debra Secretary (Danita O. Martin) <dmccaslinSC@sccourts.org>; McCaslin, Debra <dmccaslinj@sccourts.org>

Subject: 2023CP4100015- Hugh Parks Price v. Sara Filler

Good afternoon,

If the parties are available and ready, Judge McCaslin would like to hear this appeal on Friday via the virtual courtroom at 11:00 AM. If not, she will likely issue a decision based on the record of the case below which has been provided already. Since this case involves livestock, Judge McCaslin does not want to let it sit unresolved until mid-August.

Let me know if this works for the parties.

Best,

William G. Arnold

Law Clerk to

The Honorable Debra R. McCaslin

Circuit Court Judge

c: (423) 774-0712

~~~ CONFIDENTIALITY NOTICE ~~~ This message is intended only for the addressee and may contain information that is confidential. If you are not the intended recipient, do not read, copy, retain, or disseminate this message or any attachment. If you have received this message in error, please contact the sender immediately and delete all copies of the message and any attachments.

Saluda County Eleventh Judicial Circuit - Roster Details  
May CP motion roster

| Court Agency           | Common Pleas  | Judge             | McCaslin   | Roster Id                   | 36                                            |            |                                                                                                              |                      |                                                                               |                                                                                                                                                                    |                                                                                                   |
|------------------------|---------------|-------------------|------------|-----------------------------|-----------------------------------------------|------------|--------------------------------------------------------------------------------------------------------------|----------------------|-------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| Roster Type            | Motion Roster | Roster Begin Date | 05/30/2023 | Roster End Date             | 06/02/2023                                    |            |                                                                                                              |                      |                                                                               |                                                                                                                                                                    |                                                                                                   |
| Number of motions = 15 |               |                   |            |                             |                                               |            |                                                                                                              |                      |                                                                               |                                                                                                                                                                    |                                                                                                   |
| #                      | Date          | Time              | hr:mn      | Description                 | Filing Party                                  | Filed Date | Case                                                                                                         | Sub Type             | Plaintiff Attorney                                                            | Defendant Attorney                                                                                                                                                 | Notes                                                                                             |
| 1                      | 05/30/2023    | 10:00 AM          | 0:15       | Motion/Summary Judgment     | Deborah S. Hall-DEF                           | 04/15/2022 | 2019CP4100214<br>Mark A. Hall Jr. VS Deborah S. Hall                                                         | Breach of Cont 140   | Brian L. Boger (803) 252-2880                                                 | Robert Merrel Cook II (803) 317-2171<br>Michael Joseph Polk (803) 929-0096                                                                                         |                                                                                                   |
| 2                      | 05/30/2023    | 10:00 AM          | 0:30       | Motion/Default Judgment     | Lue Jordan Patterson-PLT                      | 10/27/2020 | 2020CP4100149<br>Lue Jordan Patterson VS Tyler Butler, A Minor Child, And , defendant, et al                 | Person Inj/Other 399 | William Levern Pyatt (803) 750-5929                                           |                                                                                                                                                                    |                                                                                                   |
| 3                      | 05/30/2023    | 10:00 AM          | 0:30       | Motion/Compel               | Manuel Mendez Motha-PLT                       | 02/21/2023 | 2021CP4100187<br>Manuel Mendez Motha, plaintiff, et al VS Valley Proteins Inc., defendant, et al             | Wrongful Death 360   | Mark Reagan Calhoun Sr. (843) 991-5631                                        | Brandon Paul Jones (803) 256-4645                                                                                                                                  | Per Attorney Mark Calhoun this motion is no longer needed.                                        |
| 4                      | 05/30/2023    | 10:00 AM          | 0:15       | Motion/Dismiss              | Kanika Y. Brooks-DEF                          | 03/28/2023 | 2021CP4100228<br>Kenneth Temple, plaintiff, et al VS Kanika Y. Brooks                                        | Motor Veh Accid 320  | Ralph Shealy Kennedy Jr. (803) 315-4621                                       | Stephen D Porter (803) 256-1268<br>John Adam Ribock (803) 779-2300                                                                                                 | Per attorney Adam Ribock, please note this motion is resolved and can be removed from the roster. |
| 5                      | 05/30/2023    | 10:00 AM          | 0:30       | Motion/Other                | Newrez, Llc F/K/A New Penn Financial, Llc-DEF | 09/09/2022 | 2022CP4100127<br>Us Bank National Association As Trustee As Successor To Fir VS Angus Hall, defendant, et al | Foreclosure 420      | Jordan Daniel Beumer (803) 252-3340<br>George Benjamin Miliam (704) 338-6049  | Shawn Michael French Sr. (843) 606-6440<br>Charles Nathaniel Griffin III (919) 848-0420<br>George Benjamin Miliam (704) 338-6049<br>David P. Nanney (919) 848-0420 |                                                                                                   |
| 6                      | 05/30/2023    | 10:00 AM          | 0:15       | Motion/Compel               | Francisco Francisco -PLT                      | 12/12/2022 | 2022CP4100145<br>Francisco Francisco VS Kimberly Corley                                                      | Motor Veh Accid 320  | Phillip Jason Reynolds (803) 779-4000                                         | Anthony Shane Massey (803) 637-6200                                                                                                                                | Motion is no longer needed per attorney Reynolds                                                  |
| 7                      | 05/30/2023    | 10:00 AM          | 0:10       | Motion/Summary Judgment     | Bank Of America Na-PLT                        | 02/21/2023 | 2022CP4100262<br>Bank Of America Na VS Jeremy Fleurent                                                       | Debt Collection 110  | Joseph Ernest Brown (864) 605-3832 x4003<br>Adam S. Tesh (864) 605-3832 x4004 |                                                                                                                                                                    |                                                                                                   |
| 8                      | 05/30/2023    | 10:00 AM          | 0:10       | Motion/Summary Judgment     | Bank Of America Na-PLT                        | 03/17/2023 | 2022CP4100263<br>Bank Of America Na VS Jeremy Fleurent                                                       | Debt Collection 110  | Joseph Ernest Brown (864) 605-3832 x4003<br>Adam S. Tesh (864) 605-3832 x4004 |                                                                                                                                                                    |                                                                                                   |
| 9                      | 05/30/2023    | 10:00 AM          | 0:30       | Motion/Temporary Injunction | Sammie W. Baird-PLT                           | 10/25/2022 | 2022CP4100267<br>Sammie W. Baird, plaintiff, et al VS                                                        | Permanent Injunc 830 | Curtis W. Dowling (803) 799-1111<br>Matthew G. Gerard                         | Karl Stephen Brahmer (803) 771-6600                                                                                                                                | Motion of Continuance filed, pending signature                                                    |

Seventeenth Judicial Circuit - Roster Details  
May CP motion roster

| Roster Type            |            | Common Pleas  |        | County Eleventh Judicial Circuit - Roster Details |                            |                        |                                                                                                              |                      |                                                                               |                                                                                                                         |                                                |
|------------------------|------------|---------------|--------|---------------------------------------------------|----------------------------|------------------------|--------------------------------------------------------------------------------------------------------------|----------------------|-------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|
| Number of motions = 15 |            | Motion Roster |        | May CP motion roster                              |                            |                        |                                                                                                              |                      |                                                                               |                                                                                                                         |                                                |
| #                      | Date       | Time          | hr:min | Description                                       | Filing Party               | Filed Date             | Case                                                                                                         | Sub Type             | Plaintiff Attorney                                                            | Defendant Attorney                                                                                                      | Notes                                          |
|                        |            |               |        |                                                   | Judge<br>Roster Begin Date | McCaslin<br>05/30/2023 |                                                                                                              |                      | Roster Id<br>36                                                               | Roster End Date<br>06/02/2023                                                                                           |                                                |
| 10                     | 05/30/2023 | 10:00 AM      | 0:45   | Motion/Dismiss                                    | Gerald W Long Jr-DEF       | 02/03/2023             | Graham Bowdler ,<br>defendant, et al<br>2022CP4100284<br>Giles G Long VS Gerald W Long Jr , defendant, et al | Real Prop/Other 499  | (803) 799-1111<br>Robert Marrel Cook II (803) 317-2171                        | BRADFORD M STOKES (803) 798-9446                                                                                        |                                                |
| 11                     | 05/30/2023 | 10:00 AM      | 0:15   | Motion/Default Judgment                           | Bank Of America Na-PLT     | 04/12/2023             | 2022CP4100292<br>Bank Of America Na VS Richard A Temples                                                     | Debt Collection 110  | Joseph Ernest Brown (864) 605-3832 x4003<br>Adam S. Tesh (864) 605-3832 x4004 |                                                                                                                         | Completed 05/02/2023                           |
| 12                     | 05/30/2023 | 10:00 AM      | 0:15   | Motion/Compel                                     | Brian Hall-DEF             | 03/22/2023             | 2022CP4100307<br>Jeffrey Cooley VS Brian Hall , defendant, et al                                             | Motor Veh Acid 320   | Nicolas Jensen Baughman (864) 332-9276                                        | Karl Stephen Brenner (803) 771-6600<br>Andrew James Santaniello (704) 374-1600                                          | Motion of Continuance filed, pending signature |
| 13                     | 05/30/2023 | 10:00 AM      | 0:10   | Motion/Compel                                     | Jeffrey Homad-PLT          | 03/13/2023             | 2022CP4100311<br>Jeffrey Homad VS Hannan Castellitto , defendant, et al                                      | Breach of Cont 140   | Joey Randell Floyd (803) 252-7693                                             | Bryn Colette Sarvis (803) 892-5525                                                                                      | Add Motion for Summary Judgement to 5/30/2023  |
| 14                     | 05/30/2023 | 10:00 AM      | 0:30   | Motion/Compel                                     | Donald Dillon-DEF          | 04/28/2023             | 2022CP4100063<br>Joy Phil I, Lic , plaintiff, et al VS Lynne H Dillon , defendant, et al                     | Real Prop/Other 499  | Margaret A. Collins (803) 708-7442<br>Elizabeth Dyanne Moore (803) 708-7442   | James Randall Davis (803) 359-2512<br>Matthew Lewis Jeperfinger (803) 404-6992<br>Ralph Nichols Riley Jr (803) 798-9160 |                                                |
| 15                     | 05/30/2023 | 10:00 AM      | 0:30   | Motion/Compel                                     | Sara Filler-RSP            | 03/14/2023             | 2023CP4100015<br>Hugh Parks Price VS Sara Filler                                                             | Magistrate Civil 910 | Roll Mouin Baghdady (803) 345-7653                                            | William E. Booth III (803) 791-9211                                                                                     |                                                |

**STATE OF SOUTH CAROLINA**

**COUNTY OF SALUDA**

Hugh Parks Price,

Appellant,

vs.

Sara Filler,

Respondent.

**IN THE COURT OF COMMON PLEAS**

**C/A NO. 2023-CP-41-00015**

**MOTION TO COMPEL  
AND IMPOSITION OF  
MONETARY FINE OR IMPRISONMENT**

**TO: HUGH PARKS PRICE, APPELLANT C/O ROLF M. BAGHDADY,  
ESQUIRE, ATTORNEY FOR APPELLANT**

YOU WILL PLEASE TAKE NOTICE that the Respondent, Sara Filler, by her undersigned attorney, will move before the presiding judge of the Saluda County Court of Common Pleas for an Order compelling Appellant to comply with the Order Restraining Damage or Concealment of Property and for the imposition of a monetary fine or imprisonment. Reference is made to the Order issued by the Saluda County Magistrate dated August 8, 2022, a copy of which is attached hereto as Exhibit "A".

As for a showing of violation of the Order, Plaintiff submits the following:

1. Attached, as Exhibit "B", is a letter to counsel for Defendant demanding that Defendant disclose the location of two horses.

2. Attached, as Exhibit "C", is the Affidavit of William E. Booth III, counsel for Plaintiff, relating a telephone conversation with counsel for Appellant in which counsel for Appellant said his client will not disclose the location of the two horses.

3. Order is still in effect due to appeal filed by Appellant meaning adjudication is not final yet.

BOOTH LAW FIRM, LLC

s/William E. Booth III

William E. Booth III  
3231 Sunset Boulevard, Suite A  
West Columbia, SC 29169  
(T) (803) 791-9211  
(F) (803) 791-3159  
bill@boothlawfirmssc.com  
SC Bar No. 771  
*Attorney for Plaintiff*

West Columbia, South Carolina  
March 14, 2023

# EXHIBIT "A"

STATE OF SOUTH CAROLINA

2022CV4110100274

COUNTY OF SALUDA

CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

ORDER RESTRAINING  
DAMAGE OR CONCEALMENT  
OF PROPERTY  
(CLAIM AND DELIVERY)

Sara Filler

PLAINTIFF(S)

Vs

Hugh Parks Price  
141 Spruce Rd  
Ward, SC 29166-9391

DEFENDANT(S)

You:

Hugh Parks Price

the defendant(s), who upon information and belief has possession of the property described in the attached Claim and Delivery, are ordered to restrain from damaging, concealing, or removing from this county the property described as:

SEE ATTACHED

This Order shall remain in effect until final adjudication of this action, and violation of this Order shall subject you to a fine of \$100.00 plus costs or a term of imprisonment up to thirty (30) days, as provided for in Section 22-3-1370, of the Code of Laws of South Carolina.

Dated: August 8, 2022

  
JUDGE

Saluda Magistrate  
108 South Rudolph Street  
Saluda, SC 29138  
Phone: (864) 445-4500  
Fax: (864) 445-3684

ELECTRONICALLY FILED - 2023 Mar 14 4:15 PM - SALUDA - COMMON PLEAS - CASE#2023CP4100015

**EXHIBIT "B"**  
**BOOTH**  
LAW FIRM, LLC

**WILLIAM E. BOOTH III**  
BILL@BOOTHLAWFIRMSC.COM  
DIRECT: 803.791.4035

CONSOLIDATED BUSINESS PARK  
3231 SUNSET BOULEVARD, SUITE A  
WEST COLUMBIA, SC 29169

P: 803.791.9211  
F: 803.791.3159

March 7, 2023

VIA EMAIL ([rolf@rolfbaghdady.com](mailto:rolf@rolfbaghdady.com))

Rolf M. Baghdady, Esquire  
Rolf M. Baghdady, P.A.  
118 Cobblestone Court  
Chapin, SC 29036

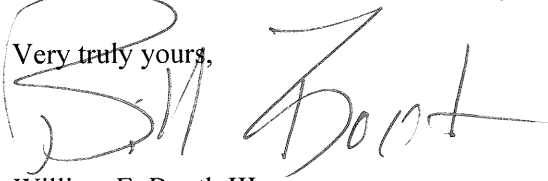
Re: Hugh Parks Price vs. Sara Filler – C/A No. 2023-CP-41-00015  
(Our File No. 5639.2488)

Dear Rolf:

I know it has been several years since we last saw each other and worked together on a case. I have been hired by Sara Filler to represent her in the case involving the magistrate's court jury trial that occurred in January. The purpose of this letter is to seek the cooperation of your client dealing with two horses that were awarded to my client. The names of the horses are Tolly and Brillo but I assume you are aware of their names and these horses.

Prior to trial, the care of these horses was subject to a court order that was issued in September. That court order issued by Judge Freeman required your client to provide adequate feed and caring of these two horses until the jury trial. Since my client was awarded these horses, my client has tried to determine if these horses are still located at the property of your client or at least property where the horses were prior to the jury trial. Their concern is that these horses are not at that location so they need to make sure these horses are being properly cared for.

So, I ask that you check with your client and provide the location of these two horses. If these horses have been moved to another location, obviously, then we need to know that immediately.

Very truly yours,  


William E. Booth III

WEBIII/eje

**STATE OF SOUTH CAROLINA**

**COUNTY OF SALUDA**

Sara Filler,

Plaintiff,

vs.

Hugh Parks Price,

Defendant.

**IN THE MAGISTRATE'S COURT**

**CIVIL CASE NO. 2022-CV-41-10100274**

**AFFIDAVIT OF  
WILLIAM E. BOOTH III**

Personally appeared before me, **WILLIAM E. BOOTH III**, who being properly sworn deposes and states as follows:

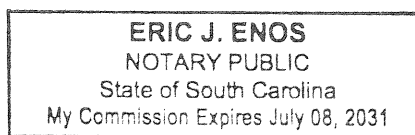
1. I am the attorney for the Plaintiff, Sara Filler.
2. I emailed to attorney for Defendant the letter attached to the Motion.
3. On Wednesday, March 8, 2023, at approximately 5:30 PM, I discussed the demands in the letter sent to the attorney for Defendant dated March 7, 2023.
4. Mr. Baghdady told me that his client refuses to disclose the location of the two horses.
5. I reminded Mr. Baghdady of the requirements of the Order Restraining Damage or Concealment of Property.



William E. Booth III

Sworn to before me this  
9<sup>th</sup> day of March, 2023

  
Notary Public for South Carolina  
My commission expires: July 8, 2031



COPY

*Rolf M. Baghdady P.A.*  
*Attorney and Counselor at Law*  
*Home Office - Lake Murray*  
*118 Cobblestone Court*  
*Chapin South Carolina 29036*  
*Telephone (803) 345-7653*

*Website: [www.rolfbaghdady.com](http://www.rolfbaghdady.com)*

*Email: [rolf@rolfbaghdady.com](mailto:rolf@rolfbaghdady.com)*

## **FAX**

**Date:** 02.14.2023

**From:** Attorney Rolf M. Baghdady  
118 Cobblestone Court  
Columbia, SC 29036  
**Phone:** (803) 345-7653  
**Fax:** (803) 345-7653 (call first)

**To:** Chief Magistrate Robin Freeman  
108 South Rudolph Street  
Saluda, SC 29138  
**Phone:** (864) 445-4500  
**Fax:** (864) 445-3684

**Subject:** Case No.: 2023-CP-41-00015 / Hugh Parks Price, Appellant vs. Sara Filler, Respondent  
Case No.: 2022-CV-41-10100274 / Sara Filler, Plaintiff vs. Hugh Parks Price, Defendant

**Message:** 1) Attached is Mr. Price's Affidavit, which was electronically filed in the Court of Common Pleas on February 2, 2023 (5 pgs.);  
2) Also find the Certificate of Service indicating service of Mr. Price's Affidavit upon Sara Filler on February 14, 2023 (1 pg.);  
3) Please either call (803) 345-7653 or e-mail ([rolf@rolfbaghdady.com](mailto:rolf@rolfbaghdady.com)) our office and let us know what we need to do to order a copy of the transcript of the jury trial which took place on Friday, January 27<sup>th</sup>, 2023.

**Number of pages, including fax cover sheet: 7**

**Cc:** Sara Filler  
202 Dubose St.  
Ridge Spring, SC 29129

*Admitted to practice in South Carolina Georgia Florida and New York*

**STATE OF SOUTH CAROLINA****COUNTY OF SALUDA****Sara Filler,****Plaintiff,****vs.****Hugh Parks Price,****Defendant.****IN THE MAGISTRATE'S COURT****CASE NO: 2022-CV-41-10100274****AFFIDAVIT**

I, Defendant Hugh Parks Price, do hereby affirm the following:

The above case was heard in a jury trial on January 27, 2023 in the Saluda County Magistrate Court with Judge Robin Freeman presiding. Custody of named animals (15 total) was split and awarded between both parties, with Tolly (bay horse), Brillo (Spanish colonial horse), Britches (nanny goat), Topsy (nanny goat), and Morris (wool sheep) having been awarded to the Plaintiff. All remaining goats, a Llama, and a sheep were awarded to the Defendant. Defendant's counsel filed an appeal that same day requesting that all animals awarded to Plaintiff remain in place with Defendant until retrial verdict. This stay for the animals until appeal is decided is in the best interest of the animals themselves since they are presently and have always been well cared for with proper nutrition and veterinary attention. All are well adjusted with multiple bonded/herd relationships among themselves and are all also in good health. All of the other animals on the Plaintiff's list were awarded to Defendant, who is and has been in possession of all named animals for the past eight (8) years, or at least since their births. Several of the animals need and receive specific personalized attention i.e. supplements, nutritional

boosts, and pre-natal care. It is simply cruel and unnecessary to separate and disorient these animals from their herds and have them removed to Big Oaks Animal Rescue in Greenwood, SC at the behest of the Plaintiff with the premature and ultimate goal of “re-homing”.

Plaintiff herself has no physical place to put these animals. Plaintiff resides with her mother in a rental property at 202 Dubose St. Ridge Spring, SC which is a residential neighborhood. Plaintiff has had a permanent disability since before 2013 that leaves her unable to physically care for animals by herself. Plaintiff's total income per month is derived from Social Security Disability and is well below the Federal Poverty Level, leaving her no resources after her self-care to provide for the animals she already has in her possession; two horses, two goats, two turkeys, two dogs and a cat, let alone five more. Animals in this lawsuit are and have been in possession of Defendant since 2016 or birth, and are safely located with the Defendant on a 14 acre ranch with multiple pastures, shelters, barn, secure fencing, ponds, shade trees, etc...Plaintiff seeks to remove animals not to care for herself, but in order to place in a Shelter/Rescue for the purpose of rehoming. This would be cruel to the animals and is vindictively motivated on part of Plaintiff against Defendant. Plaintiff's claims of neglect were shown to be unsubstantiated in Surrender Hearing 12/12/2022 when Judge Freeman ruled to allow two horses to remain in place. These animals are owned, wanted, cared for and loved by Defendant. Defendant will continue to feed, provide veterinary support and housing, and care for special needs until appeal is heard.

Also, Plaintiff has shown herself to not be acting in good faith when in three previous incidents she has surreptitiously removed/stolen animals from Defendant when

he was not on his property. All three of these resulted in civil actions with Sara Filler as defendant. The third occurred when a Claim and Delivery order from the court was in place against Sara Filler at 141 Spruce Rd Ward, SC 29166. Sara Filler willfully defied court order to not remove, conceal or destroy named animals before the case was even heard. Hugh Price was Plaintiff in this case. When the facts of this violation of the Claim and Delivery were raised during hearing, the court had no reaction.

Clearly, if Plaintiff is allowed to have animals removed from Defendant as per 1/27/23 Jury Ruling prior to hearing of the filed appeal, there is virtually no chance they would be returned to Defendant regardless of appeal decision outcome. Plaintiff has been emboldened by making false statements under oath and committing contemptuous actions against the court while receiving no consequence whatsoever. Plaintiff has stated her desire to take possession of “all of the animals” through her former attorney Christian Spradley in previous court hearings on July 8, 2022 and July 11th, 2022. Multiple texts from Plaintiff to Defendant speak falsely of Defendant’s incompetence towards animal care. Plaintiff has fabricated allegations of Defendant abuse of animals and put forward the idea that the animals would be better off dead than to remain with Defendant.

Multiple texts from Plaintiff to Defendant speak of Plaintiff’s belief that Defendant is incompetent to care for the animals. Plaintiff has even fabricated allegations of Defendant’s abuse of the animals and put forward the idea that the animals would be better off dead than to remain with the Defendant. The Plaintiff has spoken of wanting a “mass euthanasia” as an option for the animals in question. Plaintiff has been emboldened by making many outrageous and false statements under oath and has committed contemptuous actions against the court with no consequence whatsoever.

In the Plaintiff's recent filing dated 1/31/23 she references a Bench Trial hearing for immediate delivery of two horses on 12/12/22 that she requested. Bench trial was conducted. Judge Freeman stated that he had seen the two horses, immediately after Motion Hearing on 11/22/22 when he drove to Defendant's property for an inspection with his own eyes, and declared that they were not in "peril of immediate death" as Plaintiff swore under oath. And, Judge Freeman also verified that animals had not been removed or concealed in violation of the current Claim and Delivery in question as also alleged by Plaintiff. Plaintiff had also obtained a veterinarian to provide affidavit and statement but who had never actually seen the horses in person. Plaintiff requested veterinarian testimony be allowed, via phone during hearing, that the two horses were near to death from starvation.

Judge Freeman ruled on 12/12/22 that the "two horses" would stay in place. Judge Freeman also stated that if the horse Tolly had actually been in the condition of Plaintiff's photograph taken by a third party, that the Defendant Hugh Price would have spent "30 days in jail." Jurist concluded that the horse was being double fed by Plaintiff's mother throwing extra hay over the fence for the horses, despite a no trespassing order in effect against her. Also, Defendant brought in evidence of recent farm vet visit 12/8/22 by long term veterinarian Harvey Atherton. Dr. Atherton assessed both horse's conditions and provided normal large animal routine health maintenance as he has since 2013. Tolly had some dental maintenance done, was dewormed, and had a calcium "bean" removed from urethra. Brillo had the same. Defendant also had a farm visit from Southern Equine Services in Aiken in Spring as well in which multiple horses were seen.

These two hearings clearly demonstrated the Plaintiff's willingness to fabricate

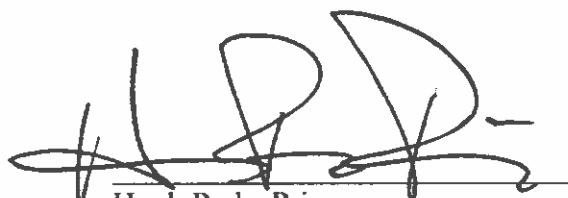
claims and slander Defendant with the goal of hurting and causing the Defendant distress. Defendant has remained in constant compliance with every court order and decision. The expressed concerns of Plaintiff for animal safety are simply a ploy and cover for ongoing frivolous complaints and harassment against Defendant. Plaintiff does not have animals' best interest at heart. Plaintiff's highest goal is winning cases against Defendant that cause him distress, and inflicting disruptions and upset upon Defendant to prepare for case after case brought against him.

Lastly, although it appears to be the Plaintiff's right to truncate and resubmit cases for duplicate property repeatedly to the court, this one compartmentalized case is still outside the \$7500 jurisdiction of the Magistrate Court despite being pared down in size from initial dismissed Claim and Delivery. Insurance documents, comparable auction sales, and recent comparables all submitted to the court at a Motion Hearing, the Pre Trial Hearing, and again at the Jury Trial state the value of animals collectively between 1.5 and 2 times the jurisdictional limit of Magistrate Court.

Thank you for considering Defendant's affidavit.

FURTHER AFFIANT SAYETH NOT.

Date 2/2/2023

  
Hugh Parks Price

Sworn to before me this

2 day of Feb., 2023

Katilyn Holt  
Notary public for South Carolina

My Commission expires August 29, 2032



STATE OF SOUTH CAROLINA

COUNTY OF Saluda

IN THE COURT OF COMMON PLEAS

**Sara Filler**

2022CV4110100274

Plaintiff

## RETURN OF THE CIVIL APPEAL

Vs.

## Hugh Parks Price

Defendant(s)

This matter is on appeal from the Magistrate Court of Saluda County South Carolina,  
the Honorable William R. Freeman Presiding Judge.

The Plaintiff filed a (an) **MOTION FOR JUDGEMENT  
NOTWITHSTANDING THE  
VERDICT AND/OR MOTION FOR  
NEW TRIAL** on February 2, 2023

against the Defendant(s) alleging the following: Failure to instruct the jury on the following case: *Jackson v. Frier*, "One in possession of personal property is presumably its owner."

Also, the defendant alleges the case in controversy exceeds the \$7500 subject matter jurisdiction of the Magistrate's Court.

served the Defendant on

by \_\_\_\_\_ . The Defendant answered on \_\_\_\_\_.

stating:

The Defendant filed a counterclaim on . The matter was heard

on \_\_\_\_\_ . The ruling was issued in favor of \_\_\_\_\_

on the claim the Court awarded the following: \_\_\_\_\_

\_\_\_\_\_

The Court ruled for the \_\_\_\_\_ on the counterclaim, the Court awarded the following

\_\_\_\_\_

The proceedings were (Check Appropriate Box)

- ☒ Recorded electronically.  
☐ Recorded by a court reporter.  
☐ Recorded in writing by the judge.

The Notice of Appeal was served upon the Court by Electronic on February 2, 2023  
filing

The jury list was prepared pursuant to S.C. Code Ann. (Check Appropriate Box)(Answer if Applicable)

- ☐ § 22-2-80. Selection of jury list for a single trial.  
☒ § 22-2-90. Selection of jury list for scheduled terms of jury trials.

and the Plaintiff and Defendant(s) were given an opportunity to exercise challenges on

Pre-trial Motions January 13, 2023, .  
January 23, 2023.

The Plaintiff called the following witnesses, and a summary of their testimony is attached.

- |                          |                          |
|--------------------------|--------------------------|
| 1. <u>Sarah Filler</u>   | 2. <u>Mary Moss</u>      |
| 3. <u>Calvin Niehoff</u> | 4. <u>Barbara Hughes</u> |
| 5. _____                 | 6. _____                 |
| 7. _____                 | 8. _____                 |
| 9. _____                 | 10. _____                |

The Defendant called the following witnesses and a summary of their testimony is attached.

- |                      |          |
|----------------------|----------|
| 1. <u>Hugh Price</u> | 2. _____ |
| 3. _____             | 4. _____ |

- |          |           |
|----------|-----------|
| 5. _____ | 6. _____  |
| 7. _____ | 8. _____  |
| 9. _____ | 10. _____ |

The Plaintiff made the following motions. A summary of the Plaintiff's and Defendant's position on each motion and the Court's ruling is attached.

- |                            |                                        |
|----------------------------|----------------------------------------|
| 1. <u>Motion in Limine</u> | 2. <u>Motion for Summary Judgement</u> |
| 3. _____                   | 4. _____                               |
| 5. _____                   | 6. _____                               |
| 7. _____                   | 8. _____                               |
| 9. _____                   | 10. _____                              |

The Defendant made the following motions. A summary of the Plaintiff's and Defendant's position on each motion and the Court's ruling is attached.

- |                                                                                                                                                           |                                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| 1. <u>12-16-2022 Motion for dismissal because of Jurisdiction, Harassment by Court Process</u>                                                            | 2. <u>12-21-2022 Motion for Mediation, Timely Motion Hearing, Jurisdiction matter</u>                                       |
| 3. <u>January 3, 2023 Pre-Trial motion for hearing previous Motion of Jurisdiction, allowing time between jury strike and trial to subpoena witnesses</u> | 4. <u>January 24, 2023 Motion for Change of Venue based on Defendants belief the value is over magistrate Jurisdiction.</u> |
| 5. <u>Motion to charge the Jury</u>                                                                                                                       | 6. <u>Motion to proffer testimony</u>                                                                                       |
| 7. _____                                                                                                                                                  | 8. _____                                                                                                                    |
| 9. _____                                                                                                                                                  | 10. _____                                                                                                                   |

The Plaintiff offered the following items into evidence.

- |                                                                                |                                                                                                          |
|--------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| 1. <u>Exhibit 1: Text messages asking for property or access to property</u>   | 2. <u>Exhibit 2: (out of order) Receipts for hay and feed over some years</u>                            |
| 3. <u>Exhibit 3: Proof of ownership horse Tolly, Coggins, vet bills, Photo</u> | 4. <u>Exhibit 4: Proof of ownership Horse Brillo. Bill of sale, coggins, vet records, photos, texts.</u> |
| 5. <u>Exhibit 5: Llama registration, vet bills, photos, texts</u>              | 6. <u>Exhibit 6: Sheep and Goat ownership Bill of Sale, texts, photos</u>                                |
| 7. <u>Exhibit 7: Calendar from 2018 showing farm life</u>                      | 8. <u>Exhibit 8: photo of horse Brillo through witness 2.</u>                                            |
| 9. _____                                                                       | 10. _____                                                                                                |

The Defendant raised the following objections to the items that the Plaintiff sought to introduce into

evidence:

- |                                                          |           |
|----------------------------------------------------------|-----------|
| 1. <u>Stipulated that photos did not prove ownership</u> | 2. _____  |
| 3. _____                                                 | 4. _____  |
| 5. _____                                                 | 6. _____  |
| 7. _____                                                 | 8. _____  |
| 9. _____                                                 | 10. _____ |

A summary of the Defendant's and Plaintiff's position and the Court's ruling on the objection is attached.

The Defendant offered the following items into evidence:

- |                             |                              |
|-----------------------------|------------------------------|
| 1. <u>Exhibit 1: photo</u>  | 2. <u>Exhibit 2: photo</u>   |
| 3. <u>Exhibit 4: photo</u>  | 4. <u>Exhibit 5: photo</u>   |
| 5. <u>Exhibit 6: photo</u>  | 6. <u>Exhibit 7: photo</u>   |
| 7. <u>Exhibit 8: photo</u>  | 8. <u>Exhibit 9: photo</u>   |
| 9. <u>Exhibit 10: photo</u> | 10. <u>Exhibit 11: photo</u> |

The Plaintiff raised the following objections to the items that the Defendant sought to introduce into evidence:

- |                                                |           |
|------------------------------------------------|-----------|
| 1. <u>Stipulated the pictures were current</u> | 2. _____  |
| 3. _____                                       | 4. _____  |
| 5. _____                                       | 6. _____  |
| 7. _____                                       | 8. _____  |
| 9. _____                                       | 10. _____ |

A summary of the Plaintiff's and Defendant's position and the Court's ruling on the objection is attached.

The Court issued the following Judgment \_\_\_\_\_  
\_\_\_\_\_

Attached are copies of the items which are checked.

|   |                                    |        |
|---|------------------------------------|--------|
|   | Summons and Complaint              | Other: |
| x | Summons and Claim and Delivery     |        |
|   | Landlord-Tenant Rule to Show Cause |        |

- x Answer
- ☐ Counterclaim
- ☐ Judgment
- ☐ Writ of Ejectment
- ☐ Order
- x Jury List
- x List of witnesses and a summary of their testimony.
- x List of motions, a summary of the parties positions and this court's ruling.
- x List of items offered into evidence, a summary of objections, and court's ruling.
- x Documents and exhibits put into the record.
- x Notice of Appeal.

STATE OF SOUTH CAROLINA )  
COUNTY OF SALUDA )  
)  
)  
HUGH PARKS PRICE, )  
APPELLANT )  
-VS- )  
SARAH FILLER, )  
RESPONDENT )

IN THE ELEVENTH CIRCUIT COURT  
OF COMMON PLEAS

RETRUN TO APPEAL

2022CV4110100274

2023 FEB 7 4:10:15  
Clerk of Court Saluda Co

In response to the Defendants appeal, the Court provides the following return on summary of witnesses presented by the plaintiff.

The Plaintiff called herself and testified and introduced 8 exhibits into evidence. Testimony of exhibit one was text messages asking for property and or access to the property dated and labeled in a folder. Exhibit three was introduced next out of order it was a folder containing her evidence of proof of ownership of a horse with coggins, text messages, and historical photos. Exhibit 4 was a bill of sale adoption contract and coggins document for horse Brillo. Exhibit 5 was a folder containing registration of a llama, vet bills, text messages, and photo. Exhibit 6 the Plaintiff provided into evidence bill of sale, text messages, and photographs for goats and sheep in the claim and delivery. Exhibit seven was placed into evidence next and was a calendar of the farm chores for the year 2018. Exhibit 2 was placed into evidence towards the end of Ms. Fillers testimony and it was a folder with receipts for hay and feed.

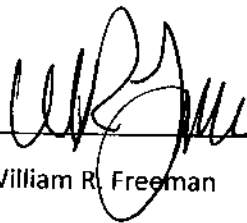
Ms. Filler called her next witness, Mary Moss. Ms. Moss testified to the horse Brillo and the adoption contract and Bill of Sale. Exhibit 8, a phot of the horse Brillo was entered into evidence by this witness.

Ms. Filler called her third witness, Mr. Calvin Niehoff. Mr. Niehoff testified to purchasing hay and feed and performing farming duties on the farm when he was present.

The last witness Ms. Filler presented to the Jury was her mother Ms. Barbara Hughes. Ms. Hughes' testimony was to corroborate Ms. Filler's, Mr. Neihoff's and Ms. Moss' testimony. Also, she placed Mr. Price not around ant the original time of acquiring some of the animals.

Copies of the order issued in this case and the pleadings are attached.

Respectfully Submitted,

  
William R. Freeman  
Magistrate, Saluda County

Feb 6, 2023

2023 FEB 7 AM 10:15  
CLERK OF COURT, SALUDA CO.

STATE OF SOUTH CAROLINA )  
COUNTY OF SALUDA )  
)  
)  
HUGH PARKS PRICE, )  
APPELLANT )  
-VS- )  
SARAH FILLER, )  
RESPONDENT )

IN THE ELEVENTH CIRCUIT COURT  
OF COMMON PLEAS

RETRUN TO APPEAL

2022CV4110100274

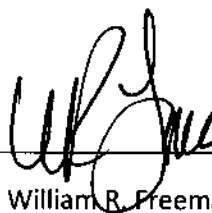
In response to the Defendants appeal, the Court provides the following return on summary of witnesses presented by the defendant.

The defendant did take the stand and his testimony is summarized by the following.

Mr. Price, began testimony that he and Ms. Filler started a farm together and he helped gather her animals including a horse in question. He testified that all the animals in question were with him and he was in possession of the animals. He placed into evidence exhibits 1-11 which were current or historical photos of the animals involved in the claim and delivery action. Mr. Price testified to ownership of each animal and his recollection of each and how they came into the farm and by whom. Mr. Price testified that he paid for most of the vet bills, and feed for the animals because he was doing well financially at the time.

Copies of the order issued in this case and the pleadings are attached.

Respectfully Submitted,



William R. Freeman

Magistrate, Saluda County

Feb 6, 2023

2028 FEB 7 AM 10:15  
CLERK OF COURT Saluda Co.

STATE OF SOUTH CAROLINA )  
COUNTY OF SALUDA )  
)  
)  
HUGH PARKS PRICE, )  
APPELLANT )  
-VS- )  
SARAH FILLER, )  
RESPONDENT )

IN THE ELEVENTH CIRCUIT COURT  
OF COMMON PLEAS

RETRUN TO APPEAL  
(Plaintiffs Motions)

2022CV4110100274

In response to the Defendants appeal, the Court provides the following return on a summary of the plaintiff's motions and the defedant position on each motion and the court rulings.

Ms. Filler brought a motion to the court on November 22, 2022 to change the Claim and delivery 2022CV4110100274 to an immediate possession claim and Delivery. After testimony provided by her and some witnesses a single picture of the horse Tolly was presented to the court on December 12, 2022. The Jurist himself drove to the farm to see if the photograph of the horse represented the truth. It did not and the court dismissed the immediate claim and delivery and continued the case for a jury trial.

On January 23, 2023, the plaintiff brought two motions before the court and were heard and ruled on by the honorable Joyce B. Shults.

The first motion was the plaintiff's motion for summary judgement. The plaintiff argued that all facts of ownership involving the horse Tolly exist without controversy. These facts came to surface from testimony presented in court on December 12, 2022 and again during an attempt to mediate on January 17, 2023. Mr. Price argued the motion. Judge Shults denied the motion and stated it would be a jury decision. The second motion made by Ms. Filler was a motion in Limine. Ms. Filler requested that no mention of her status as a disabled person, social security income, eviction history, should be used as it may unjustly prejudice, mislead, or confuse the issues with the jury. Mr. Price had no objection to this motion. The motion was granted by the Honorable Joyce. B. Shults.

Copies of the order issued in this case and the pleadings are attached.

Respectfully Submitted,

  
\_\_\_\_\_  
William R. Freeman  
Magistrate, Saluda County

Feb 6, 2023

2023 FEB 7 AM 10:15  
FILED OFFICE OF SALUDA COUNTY, SC

STATE OF SOUTH CAROLINA )  
COUNTY OF SALUDA )  
 )  
 )  
HUGH PARKS PRICE, )  
APPELLANT )  
-VS- )  
SARAH FILLER, )  
RESPONDENT )

IN THE ELEVENTH CIRCUIT COURT  
OF COMMON PLEAS

RETRUN TO APPEAL  
(Defendant's Motions)

2022CV4110100274

In response to the Defendants appeal, the Court provides the following return on a summary of the Defendant's motions and the plaintiff's position on each motion and the court rulings.

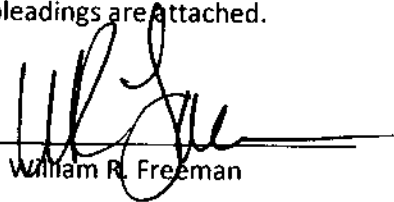
The Defendant made several motions for the court prior to the jury trial. The first motion was recorded by the court on December 16, 2022. The defendant made a motion for dismissal because of the jurisdiction. The defendant argued the value of the animals in the claim and delivery were over \$7,500. The defendant also made a motion that the court was harassing him with Claim and Delivery filings made by the Plaintiff. On December 21, 2022 the defendant made a motion for Mediation, a timely motion hearing before the jury trial date, and again raised the motion of jurisdiction-based value exceeds Magistrates court. January 3, 2023 Mr. Price filed a motion again for jurisdiction, allowing time between motions and trials. These motions and a mediation were set for January 13, 2023. Motion for dismissal based on value of animals was denied based on several factors. First the most expensive animals, the horses, by testimony one belonged to the Plaintiff years prior to the partnership and the second horse was \$1000. The goats and sheep were obviously priced low by Ms. Filler and priced high by Mr. Price. I split the difference and the total was under the \$7500 Magistrates Court jurisdiction. Mr. Price again presented the motion in front of the Honorable Judge Joyce B. Shults on January 23, 2023. Judge Shults denied the motions and set forth with the jury trial.

During the trial, the plaintiff's Attorney made a motion to the court to read a charge to the jury "One in possession of personal property is presumably its owner." *Jackson v. Frier*, 146 S.C. 322, 144S.E. 66 (S.C.1928) The Plaintiff objected. I ruled not to read that sentence to the jury because I had not allowed any testimony from the Plaintiff on her eviction, or her family members being on trespass notice from Mr. Price's farm. By not allowing that part of her testimony, I could not read that to the jury without prejudicing the jury in some fashion.

Motion to proffer testimony outside of the jury. This motion was granted without objection.

Copies of the order issued in this case and the pleadings are attached.

Respectfully Submitted,

  
William R. Freeman  
Magistrate, Saluda County

Feb 6, 2023

2028 FEB 7 AM 10:16  
Sheriff Office of County Saluda, SC

STATE OF SOUTH CAROLINA )  
COUNTY OF SALUDA )  
)  
)  
HUGH PARKS PRICE, )  
APPELLANT )  
-VS- )  
SARAH FILLER, )  
RESPONDENT )

IN THE ELEVENTH CIRCUIT COURT  
OF COMMON PLEAS

RETRUN TO APPEAL  
(plaintiff /defendant evidence)

2022CV4110100274

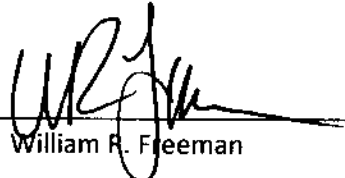
In response to the Defendants appeal, the Court provides the following return on a summary of the objection of evidence introduced by the plaintiff and the defendant.

None of the evidence entered into the jury trial came with an objection that wasn't stipulated to by the parties. I made no ruling on any of the evidence entered for the jury to see. Ms. Filler again moved several photos and documents into evidence stipulating they did not prove ownership and the Defendant entered Evidence by way of photographs and it was stipulated that all but 2 were photos from the day before.

The jury came back with a verdict of all and the jury decided that two horses, two goats and a sheep belonged to the Plaintiff. The jury decided that six goats, a llama, and a sheep belonged to the Defendant.

Copies of the order issued in this case and the pleadings are attached.

Respectfully Submitted,

  
William R. Freeman

Magistrate, Saluda County

Feb 6, 2023

Notice of Civil Appeal, filed January 27, 2023

|                                |   |                                   |
|--------------------------------|---|-----------------------------------|
|                                | ) |                                   |
|                                | ) | COMMON PLEAS CASE NUMBER          |
| STATE OF SOUTH CAROLINA        | ) |                                   |
|                                | ) | <u><b>2022-CV-41-10100274</b></u> |
| COUNTY OF SALUDA               | ) | MAGISTRATE CIVIL CASE NUMBER      |
|                                | ) |                                   |
| <u><b>HUGH PARKS PRICE</b></u> | ) |                                   |
| APPELLANT(S)                   | ) | IN THE COURT OF COMMON PLEAS      |
|                                | ) |                                   |
| VS.                            | ) | NOTICE OF CIVIL APPEAL            |
|                                | ) |                                   |
| <u><b>SARA FILLER</b></u>      | ) |                                   |
| RESPONDENT(S)                  | ) |                                   |

The defendant, **HUGH PARKS PRICE, by and through undersigned counsel, ROLF M. BAGHDADY**, hereby gives notice of appeal from the judgment of the magistrate's court in the above action, to the Circuit Court of Common Pleas, in the county of **SALUDA**.

This notice of appeal is made subsequent to personal notice of the judgment which was announced in open court on the **27th** day of **January, 2023**.

The appellant's exceptions to the judgment of the magistrate are set forth as follows:

- 1) The court failed to properly charge the jury the following: "One in possession of personal property is presumably its owner." *Jackson v. Frier*, 146 S.C. 322, 144 S.E. 66 (S.C. 1928).
- 2) The case in controversy exceeds the \$7,500 subject matter jurisdiction of the Magistrate's Court as proffered.

Date: **January 27, 2023**

By: **/s/ Rolf M. Baghdady**  
 Rolf M. Baghdady (SC Bar # 0464)  
 ROLF M. BAGHDADY, P.A.  
 118 Cobblestone Court  
 Chapin, S.C. 29036-9705  
 803 345-7653 (Main office)  
 rolf@rolfbaghdady.com  
 ATTORNEY FOR APPELLANT

STATE OF SOUTH CAROLINA

COUNTY OF SALUDA

2022CV4110100274

Case Number

IN THE MAGISTRATES COURT

VERDICT FORM

Sara Filler

VS

Hugh Parks Price

PLAINTIFF(S)

DEFENDANT(S)



Find for Plaintiff

see attached



Find for Defendant

see attached

|                  |                          |
|------------------|--------------------------|
| Foreperson:      | <u>Hayot Bigger</u>      |
| Juror:           | <u>Charles</u>           |
| Juror:           | <u>Anthony Corbett</u>   |
| Juror:           | <u>Melissa G. Patton</u> |
| Juror:           | <u>Jeffrey L.</u>        |
| Juror:           | <u>Joseph W. Winters</u> |
| Juror:           |                          |
| Alternate Juror: |                          |

January 27, 2023

Tolly - bay gelding horse -- Plaintiff  
Brillo - grey gelding horse -- Plaintiff  
Topsy - nanny goat -- Plaintiff  
Eicaty - doe goat -- defendant  
Britches - nanny goat -- plaintiff  
Cory - doe goat -- defendant  
Lupita - nanny goat -- defendant  
Pixie - doe goat -- defendant  
Bambi - doe goat -- defendant  
Origami - doe goat -- defendant  
Gypsy - senior female llama -- defendant  
Morris - wether sheep -- defendant  
Crick - wether sheep -- Plaintiff  
Marge - nanny sheep -- deceased  
seven cotton wagon hens and their rec Mr. Blue -  
deceased

Maya Blue

Price v. Filler

Friday 9:00 1/27

Saluda Magistrate Jury Area  
RANDOM STRIKE SHEET

Judge Name:

Trial Type: Civil

Panel ID: civil

Courtroom: CTRM

Prose

Description: civil

Sorted By Random Nbr

Trial

| 1  | Watkins, Dominick      | 122 | B | F | ( ) | (X) | ( ) | Strike defense   |
|----|------------------------|-----|---|---|-----|-----|-----|------------------|
| 2  | Carrillo, Anthony      | 28  | H | M | ( ) | ( ) | ( ) | ✓                |
| 3  | Jackson, Derenzy       | 58  | B | M | (X) | ( ) | ( ) | Strike Plaintiff |
| 4  | Jumper, William R      | 65  | W | M | (X) | ( ) | ( ) | Strike Plaintiff |
| 5  | Long, Megan S          | 74  | W | F | ( ) | ( ) | ( ) | ✓                |
| 6  | Shealy, Ashton C       | 103 | W | F | ( ) | (X) | ( ) | Strike defense   |
| 7  | Gilchrist, Stephanie A | 48  | B | F | (X) | ( ) | ( ) | Strike Plaintiff |
| 8  | Leaphart, Benjamin A   | 70  | W | M | (X) | ( ) | ( ) | Strike Plaintiff |
| 9  | Drafts, Joni W         | 41  | W | F | ( ) | (X) | ( ) | Strike Defense   |
| 10 | Porter, Melissa        | 94  | W | F | ( ) | ( ) | ( ) | ✓                |
| 11 | Crocker, Herbert C     | 37  | W | M | ( ) | ( ) | ( ) | ✓                |
| 12 | Storey, Ashley F       | 111 | W | F | ( ) | (X) | ( ) | Strike Defense   |
| 13 | Ouzts, Charles T       | 88  | W | M | ( ) | ( ) | ( ) | ✓                |
| 14 | Williams, Joseph E     | 124 | B | M | ( ) | ( ) | ( ) | ✓                |
| 15 | De, La Paz-diaz JARED  | 39  | H | M | (X) | ( ) | ( ) | Strike Plaintiff |
| 16 | Grate, Kearra M        | 50  | B | F | ( ) | (X) | ( ) | Strike Defense   |
| 17 | Price, Adel K          | 96  | W | F | ( ) | (X) | ( ) | Strike Defense   |
| 18 | Brooks, Margot B       | 20  | W | F | ( ) | ( ) | ( ) | ✓ Alternate 1    |
| 19 | Edwards, Ashley L      | 43  | W | M | ( ) | ( ) | ( ) | ✓ Alternate 2    |
| 20 | Dunbar, Amanda B       | 42  | W | F | ( ) | ( ) | ( ) |                  |
| 21 | Evans, Sheryl N        | 45  | W | F | ( ) | ( ) | ( ) |                  |
| 22 | Ledford, Jonathon L    | 71  | W | M | ( ) | ( ) | ( ) |                  |
| 23 | Alveshire, Sherry C    | 3   | W | F | ( ) | ( ) | ( ) |                  |
| 24 | Chavis, Jimmy K        | 29  | W | M | ( ) | ( ) | ( ) |                  |

Total Number of Jurors: 24

\*\* END OF REPORT \*\*

claim  
Delivery  
Kiln -  
Price

| Name              | Phone Number |
|-------------------|--------------|
| Anthony Carrillo  | 803-307-9019 |
| Megan King        | 803-317-5001 |
| Melissa A. Porter | 864-992-6314 |
| Herbert Crocker   | 803-465-7576 |
| Charles Ouzts     | 864-980-5739 |
| Joseph Williams   | 803-415-2705 |
| Margot Brooks     | 864-992-4376 |
| Ashley Edwards    | 917 239 4900 |



Columbia Medical Center  
Downtown

MUSC Health Primary Care DTI  
2750 Laurel Street, Suite 303  
Columbia, SC 29204  
Office 803-252-1953  
Fax 803-252-0138  
MUSChealth.org

TO: Saluda Court Magistrate  
Office

PHONE:

FAX:

DATE

864-445-3694

1/25/23

Dr. Robinson  
FROM: MUSC Primary

PHONE: 803-252-1953

FAX: 803-256-0138

DATE: 1/25/23

\* Concerning Sandra D. Holmood

DOB: 11/17/1942

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|                                                                                                        |  |                                                                                          |  |                                                                                             |  |
|--------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------|--|
| <input type="checkbox"/> <b>Yuehlu Barnick, MD</b><br>DEA AB2629097<br>SC License 11200                |  | <input type="checkbox"/> <b>Cathy Skinner, Ph.D.</b><br>DEA NS464231<br>SC License 2349  |  | <input type="checkbox"/> <b>Amy Polson, FNP-C</b><br>DEA NP429906<br>SC License 20836       |  |
| <input checked="" type="checkbox"/> <b>Jeffrey W. Robinson, MD</b><br>DEA 48015312<br>SC License 12312 |  | <input type="checkbox"/> <b>Whitney Pitts, FNP-C</b><br>DEA NP470293<br>SC License 19461 |  | <input type="checkbox"/> <b>Lien Svalicrupa, FNP-C</b><br>DEA NS4807002<br>SC License 22337 |  |
| 2750 Laurel Street, Suite 303<br>Columbia, SC 29204<br>P: 803.252.1953 F: 803.217.6150                 |  |                                                                                          |  |                                                                                             |  |

**Providence**  
COLUMBIA MEDICAL ASSOCIATES

---

Patient Name SAADIA Bahamoud Date 1/25/23

Address \_\_\_\_\_

RX PT currently ill has cough like illness and cannot eat 46 cough 4th week

☐ unless checked, label with drug name

Refill \_\_\_\_\_ times (No refill unless indicated)

DISPENSE AS WRITTEN

SUBSTITUTION PERMITTED CAA004 (05/20)

11/7/42

**FAX**

**To:**  
Company:  
Fax: 918644453684  
Phone:

**From:** scan\_cma  
Fax: 8032274146  
Phone:  
E-mail: scan\_cma@musc.edu

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**NOTES:**

Internet Fax

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Thank You

## Filler - vs - Price

### Trial

**\*\* END OF REPORT \*\***

- Tolly - bay gelding horse -
- Brillo - grey gelding horse -
- Topsy - nanny goat -
- Goaty - doe goat -
- Britches - nanny goat -
- Copy - doe goat -
- Lupita - nanny goat -
- Pixie - doe goat -
- Bambi - doe goat -
- Brigami - doe goat -
- Gypsy - senior female llama -
- Morris - wether sheep -
- Crick - wether sheep -
- Marge - nanny sheep -
- seven cotton wagon hens and their zoo Mr. Blue

In *Thompson v. Chapman*, 107 S.C. 461, 93 S.E. 142, quoting syllabus, it was held: "One in possession of personal property is presumably its owner." Reaffirmed in *Simmons v. Stevens*, 118 S.C. 342, 110 S.E. 798. See, also, *Vanderbilt v. Chapman*, 175 N.C. 11, 94 S.E. 703; *Hannis v. Berkeley*, 62 W. Va. 407, 59 S.E. 1054; *Sutton v. Lyons*, 156 N.C. 3, 72 S.E. 4; *Saunders v. Greever*, 85 Va. 252, 7 S.E. 391.  
*Jackson v. Frier*, 146 S.C. 322, 144 S.E. 66 (S.C. 1928)

29 S.E. 659

51 S.C. 560

PEEPLES et al.

v.

WARREN (two cases).

Supreme Court of South Carolina

March 23, 1898

Appeal from common pleas circuit court of Hampton county; I. D. Witherspoon, Judge.

Actions of claim and delivery and to recover damages for the unlawful taking of property by Peeples & Peeples against E. F. Warren, tried together by consent. From a judgment for defendant dismissing the complaints, plaintiffs appeal. Affirmed.

The following is the opinion of the court below:

"By consent of counsel, a jury trial was waived, and the two above-entitled cases were heard together upon testimony taken and reported by the clerk of court and the argument of counsel. The first-entitled action was commenced October 7, 1896, to recover damages for the alleged unlawful taking possession by the defendant of a certain engine and boiler and attachments, described in each complaint. The second-entitled action was commenced December 12, 1896, in claim and delivery to recover possession of the same property or the value thereof. In the second action the defendant pleads the pendency of the first action as a bar to a recovery in the second action, and in each of said actions the defendant denies that plaintiffs are the owners or entitled to the possession of the property, and

claims that he is the owner of the property in dispute, having purchased it from H. M. Ard and M. R. Mixson. The defendant claims that one H. M. Preacher sold the property in dispute to the said Ard and Mixson. The plaintiffs also claim to have purchased said property from the said H. M. Preacher. It appears that the engine and boiler and the attachments referred to in each of the plaintiffs' complaints belonged to Mrs. C. S. Preacher, who placed said property in the possession of G. W. Preacher, her husband, and H. M. Preacher, her son, who conducted a sawmill business for her, under the name of 'Preacher & Son, Agents.' I am satisfied that H. M. Preacher had the control and management of said business, with the authority and sanction of his mother, Mrs. C. S. Preacher. While H. M. Preacher was conducting said sawmill business for his mother, the plaintiffs proposed, and H. M. Preacher consented, and admitted plaintiffs to join in said business as partners, the plaintiffs contributing some additional mules, machinery, a tram road, and timber off of a certain tract of land. After the business had been conducted for a while under this arrangement, the plaintiffs sold their interest in the sawmill business, taking the joint and several notes of Mrs. C. S. Preacher, her husband, G. W. Preacher, and her son, H. M. Preacher, for some two thousand dollars, March 10, 1894, for the purchase money, and a chattel mortgage of the property contributed by the plaintiffs to the business, not including the engine and boiler in dispute, to secure the payment of the purchase money. About the middle of January, 1895, the aforesaid debt to plaintiffs being

past due, secured by the mortgage as aforesaid, the plaintiffs and H. M. Preacher entered into negotiation for the purpose of settling the aforesaid indebtedness to plaintiffs. At this point there is a direct and irreconcilable conflict in the testimony as to the result of such negotiations. The plaintiffs contend that H. M. Preacher on this occasion sold them the entire plant or property used in said sawmill business, including the engine and boiler of Mrs. Preacher, not embraced in plaintiffs' mortgage in satisfaction of the indebtedness aforesaid to said plaintiffs. That plaintiffs took possession of the mules embraced in their mortgage, and claimed that the engine and boiler in dispute were to be turned over to plaintiffs by the latter part of the following week, after H. M. Preacher had finished filling an order for lumber. H. M. Preacher admits that the negotiations contemplated a surrender of the entire mill outfit, including the engine and boiler in dispute, upon the condition that plaintiffs would pay one Solomons a balance of \$175, due and secured by a chattel mortgage of said engine and boiler; that the plaintiffs informed him before the day fixed for turning over the engine and boiler that they [29 S.E. 660] would not pay off the balance due and secured by a mortgage of the engine and boiler; and that he (H. M. Preacher) then paid said balance, and sold the engine and boiler to H. M. Ard and M. R. Mixson (through whom the defendant claims), in payment of his indebtedness to them as employes at the mill, where the plaintiffs went to take possession of the engine and boiler. Ard and Mixson informed them of their purchase of the

property, and refused to deliver it to the plaintiffs. Testimony was introduced to prove subsequent declarations made both by the plaintiffs and by H. M. Preacher, inconsistent with their testimony as to the terms of their contract or agreement. The agreement between the parties was oral.

"Plaintiffs introduced a pencil memorandum made at the time by a clerk and a nephew of one of the plaintiffs, to show that the engine and boiler were to be included in the sale. This memorandum is not signed by any one, and contains this statement: 'These effects to be turned over to Peeples & Peeples not later than 19th January, 1895,'— which tends to show that the contract between the parties was not executed, as the delivery was to be made at a future date. The plaintiffs claim that the debt due them and secured by the chattel mortgage was satisfied by the contract of sale, and yet the plaintiffs retain the notes uncanceled, and there is no evidence that the mortgage securing the same has been surrendered or canceled. This circumstance, which is by no means conclusive, yet tends to show that the contract of sale between the parties was not completed or executed. I am satisfied from the evidence, and I find as matter of fact, that H. M. Preacher was fully authorized by his mother, Mrs. C. S. Preacher, as her agent, to control and manage the sawmill business, and to sell or otherwise dispose of her engine and boiler as he thought would best subserve her interest. But, in order to recover in either of the above actions, the plaintiffs must show by the preponderance of the evidence that they have acquired title to the

engine and boiler by a complete executed contract of sale of the property. The conflicting evidence fails to satisfy me that the plaintiffs acquired title to the engine and boiler referred to in plaintiffs' respective complaints, under a sale of said property by H. M. Preacher. The negotiations between the parties contemplated the surrender of the property, the title to which vested in plaintiffs under their chattel mortgage. Plaintiffs had no lien or special claim upon or to the engine and boiler, which could not lawfully be disposed of until the balance of the debt secured by a mortgage of this property had been provided for. If the sale of the engine and boiler was upon the condition that the plaintiffs would pay the balance of the mortgage debt on said property, and plaintiffs, before taking possession of said property, notified H. M. Preacher that they would not pay said debt, the title to the property in dispute has never been acquired by the plaintiffs. I do not think the pendency of the first action would be a bar to a recovery in the second action, as alleged in defendant's answer. An action for damages for the unlawful taking possession of personal property would not exclude an action in claim and delivery to recover the possession of the same property. The plaintiffs contend that the defendant is estopped from claiming to be entitled to the property in question.

"The doctrine of estoppel is invoked by the plaintiffs under the following circumstances: Soon after Ard and Mixson refused to surrender the engine and boiler to plaintiffs, the plaintiffs instituted an action of claim and delivery against Ard and

Mixson. The defendant in these actions, as attorney in that action, in the answer filed, alleged that the title was in Ard and Mixson. Pending and before the trial of said action, the defendant agreed to buy the engine and boiler from Ard and Mixson if the said Ard and Mixson were successful in said suit. At October term, 1895, said action of plaintiffs against Ard and Mixson came on for trial, and, at the close of plaintiffs' testimony, the plaintiffs' counsel consented to an order of nonsuit. Soon after the granting of said nonsuit, Ard and Mixson called upon the defendant for a settlement; whereupon the defendant went to the plaintiffs' counsel upon three occasions, notified said counsel of his conditional purchase of the engine and boiler, and urged plaintiffs' counsel to renew the action if plaintiffs intended to proceed further in the matter, and thereby relieve defendant from paying over the money to Ard and Mixson, under his contract with them. Having notified plaintiffs' counsel that he would feel compelled under his agreement to pay Ard and Mixson unless some further action was taken by plaintiffs within a given period, and no such action having been taken within said period by plaintiffs, the defendant paid Ard and Mixson the purchase money for the engine and boiler, which had been moved by Ard and Mixson to the defendant's plantation. No action was commenced thereafter against Ard and Mixson by plaintiffs for the engine and boiler until some time in January, 1896, a few days after Ard and Mixson had commenced an action against the plaintiffs for damages, alleged to have been sustained by them, resulting from

plaintiffs' action against said Ard and Mixson, terminating in a nonsuit, as aforesaid. The defendant also represented Ard and Mixson in the second suit, and also set up title in Ard and Mixson. The second suit by plaintiffs resulted in a verdict in favor of the plaintiffs; but, as defendant was not made a party to either of plaintiffs' actions against Ard and Mixson, he is not bound by the proceedings or the result of either of said actions. The defendant [29 S.E. 661] ought to have interposed his title to the engine and boiler in the plaintiffs' second action against Ard and Mixson; but the plaintiffs have no cause for complaint on account of such omission, as plaintiffs' counsel had been fully informed of defendant's claim of the engine and boiler. Therefore he instituted the second action against Ard and Mixson, and proceeded to trial without making the defendant a party to said action; and, under the circumstance, it does not appear how plaintiffs have been misled or injured by the answer filed by the defendant as attorney, alleging title to the property in dispute to be in Ard and Mixson. Such answers are admissible as evidence to show contrary declarations by the defendant as to the ownership of the property in dispute; but I conclude that they cannot, under the facts of this case, have the effect of an estoppel in actions at law, where plaintiffs' right to recover in either of the above-entitled actions must depend upon their establishing by a preponderance of proof that they have acquired the title to the property in dispute. As already stated, plaintiffs have failed to establish title to the property in dispute by such proof. I find, as

matter of fact, that the plaintiffs have failed to show that they have acquired the lawful title to the engine and boiler and attachments, or that the defendant has deprived plaintiffs of the lawful possession of said property, as described in the above-entitled cases. I conclude, as matter of law, that each of the two above-entitled actions must be dismissed, with costs; and it is hereby so ordered and adjudged."

W. S. Tillinghast, for appellants.

Bellinger, Townsend & O'Bannon, for respondent.

JONES, J.

These two cases, by consent of counsel, were tried together by Judge Witherspoon, without a jury. One case was in claim and delivery to recover possession of an engine and boiler, and the other to recover damages for alleged unlawful taking possession of the same property. The circuit judge found for the defendant, and dismissed the complaints. Reference to his opinion, which is reported, may be made for the facts. The pleadings put in issue the title and possession of plaintiffs, and defendant set up title in himself. Both parties claimed under Mrs. C. S. Preacher, who conducted the business of sawing lumber. The plaintiffs held a past-due chattel mortgage against Mrs. Preacher, covering some mules and some machinery connected with the running of the sawmill business, but not including the engine and boiler in question; and plaintiffs' contention was that Mrs. Preacher, through her agent, sold them the property used in the sawmill business, including the said engine and boiler, in settlement of the mortgage debt; that this trade was effected January 12, 1895, and that the property, including the engine and boiler, were to be turned over to plaintiffs not later than January 19, 1895; that, pursuant to the agreement, the mules were actually delivered to plaintiffs, and that, when they went to take charge of the engine and boiler, they found that H. M. Ard and M. R.

Mixson were in possession of the property, claiming to have purchased the same from Mrs. Preacher. Defendant claimed to have bought the property in dispute from Ard & Mixson; that plaintiffs had never acquired possession of said property; that the engine and boiler were to be turned over to plaintiffs on condition that they take up a mortgage thereon for a balance of \$175 due to another party; that, after receiving the mules and some other property covered by their mortgage, plaintiffs informed Mrs. Preacher's agent that they could not pay the mortgage; that thereupon Mrs. Preacher paid off the mortgage, and sold and delivered the engine and boiler to H. M. Ard and M. R. Mixson in payment of services due them as sawyer and wheelwright. The circuit judge held that, in order to recover in either of the above cases, the plaintiffs must show by the preponderance of the evidence that they have acquired title to the engine and boiler by a complete executed contract of sale of the property, and that the conflicting evidence failed to satisfy him that the plaintiffs acquired title to the engine and boiler under a sale of said property. He further said: "I find, as matter of fact, that the plaintiffs have failed to show that they have acquired the lawful title to the engine and boiler and attachments, or that the defendant has deprived plaintiffs of the lawful possession of said property, as described in the above-entitled actions."

These being cases at law, we have no jurisdiction to review the findings of fact by the circuit judge. By consent of counsel, he became the trier of the issues of fact, as if sitting as a jury. Upon conflicting evidence, he has found for the defendant. His judgment thereon is final, unless some error of law is duly excepted to this court.

1. It is excepted that he erred in holding that a sale and payment of the purchase money did not constitute delivery. It does not appear that he so held. On the contrary, he held that the contract of sale was not complete and executed. Nor does he hold that the plaintiffs had paid the purchase money of the property in dispute.

2. It is excepted that the circuit judge erred "in holding and deciding that there was no legal delivery to plaintiffs of the engine and boiler, and that the pencil memorandum referred to in the decree tended to negative the legal delivery arising from the sale and payment of purchase money." As to the pencil memorandum, which is in these words, "These effects to be turned over to Peeples & Peeples not later than 19th January, 1895," the circuit judge did not hold as [29 S.E. 662] alleged, but he held that it "tends to show that the contract between the parties was not executed, as the delivery was to be made at a future day." We cannot say that he erred as matter of law in holding, if he did so hold, that there was no legal delivery to plaintiffs of the engine and boiler. Whether the engine and boiler were actually or constructively delivered to plaintiffs by the agent of Mrs. Preacher was a question of fact. Even if the question of delivery is a mixed question of law and fact, this court has no power to reverse the findings thereon by the circuit court in a case at law, unless that finding was influenced or controlled by some error of law. This court in such case cannot consider the evidence, reach an independent conclusion on the facts different from that reached by the circuit court, and then deduce therefrom that the circuit court erred as matter of law. This would be to assume jurisdiction to review findings of fact, in a case at law. Unless specific error of law influencing such finding be pointed out, we are bound to assume that the court applied sound principles of law in reaching his conclusion.

3. We agree with the circuit judge in his conclusion as to the question of estoppel against the defendant to assert title in himself; but, even if he erred on this question, the error was harmless, in view of his conclusion that plaintiffs failed to establish title to the property in themselves. Defendant's title may be defective, and yet plaintiffs may not be entitled to recover.

4. The circuit judge did not hold that a mortgage chattel could not be sold subject to a mortgage thereon, as excepted to in the fourth exception. The only sentence in his opinion which could possibly be taken as a basis for this

exception is this: "Plaintiffs had no lien or especial claim upon or to the engine and boiler, which could not lawfully be disposed of until the balance of the debt secured by a mortgage of this property had been provided for." The judge no doubt had in mind the provisions of section 277, Cr. St., relating to sales of personal property under lien.

5. The circuit judge did not hold that such estoppel could not arise in a law case like this, as alleged in the fifth exception. What he correctly held was that the answers of Ard & Mixson in the case of Peebles & Peebles against Ard & Mixson, prepared by the defendant as their attorney, could not, under the facts of this case, have the effect of an estoppel in an action at law where the plaintiff's right to recover must depend upon their establishing by the preponderance of the evidence that they have acquired the title to the property in dispute.

6. In regard to the sixth exception, this relates largely to matters of fact. The circuit judge found as matter of fact that plaintiffs' counsel had been fully informed of defendant's claim that he had purchased the engine and boiler from Ard & Mixson, before plaintiffs instituted the suit against Ard & Mixson. This being the fact, there was no error of law in holding that notice to plaintiffs' counsel of defendant's claim of the property in question was notice to the plaintiffs.

7. The seventh exception, alleging error in not holding that defendant was notified of the title of appellants to the engine and boiler, is untenable. It relates to a question of fact inconsistent with the facts found by the circuit judge.

8. The eighth exception, alleging error in not holding that defendant, having notice of appellants' title, could not in law acquire a better title than Ard & Mixson had to the engine and boiler, is not well taken. It assumes that appellants had title to the property in question, whereas the circuit judge has found that they had not title thereto, as relates to defendant's defense of title, whereas plaintiffs were bound to show

title or right of possession in themselves, which the circuit judge has found, as matter of fact, they failed to do.

9. It is alleged in the ninth exception that the circuit judge erred in not holding that delivery of part is delivery of the whole. This exception is very general and indefinite, but we assume it has reference to the contention of plaintiffs that Mrs. Preacher, having delivered to plaintiffs the mules mortgaged by her to plaintiffs, pursuant to the arrangement of settlement made on January 12, 1895, thereby delivered the engine and boiler, which, with the mules and other property, constituted the sawmill property. Whether the delivery of a part of a mass of property shall be considered a delivery of the whole would depend in one essential particular on the intention of the parties to the contract of sale, and the existence of such an intention is a question of fact. The circuit judge has found, as matter of fact, that "the negotiations between the parties contemplated the surrender of the property, the title to which vested in plaintiffs under their chattel mortgage." There is nothing in the findings of the circuit judge to show that Mrs. Preacher intended that the delivery of the mules or part of the mill plant mortgaged to plaintiffs should be deemed a delivery of the engine and boiler. On the contrary, the findings of fact are inconsistent with any such intent. The delivery of the mules may be referable to the mortgage covering them, and, as to such property, delivery did not convey title to plaintiffs, they already having title thereto, the condition or the mortgage being broken.

10. The tenth exception, alleging that the circuit judge erred in holding that a sale of a chattel subject to a mortgage is a conditional sale, is unfounded. The judge did not so hold. What he held was that "plaintiffs had no lien or special claim upon or to the engine and boiler which could not lawfully [29 S.E. 663.] be disposed of until the balance of the debt secured by a mortgage of this property had been provided for. If the sale of the engine and boiler was upon the condition that the plaintiffs would pay the balance of the mortgage debt on the property, and plaintiffs, before taking possession of said

property, notified H. M. Preacher [agent of Mrs. Preacher] that they would not pay said debt, the title to the property in dispute has never been acquired by the plaintiffs."

11. The eleventh exception, assigning error "in overruling the objection of appellants to the testimony as to a Solomons mortgage, which does not appear on the records, the mortgage not being produced or its loss accounted for," cannot be sustained--First, because it does not appear that any objection was made when the testimony was offered; and, second, because the testimony, for the purpose offered in this case, was competent, had it been objected to. Defendant had the right to offer evidence of the terms of the contract between plaintiffs and Preacher, which, according to the version of defendant, necessarily involved mention of the Solomon mortgage.

12. The twelfth and thirteenth exceptions, alleging (12) error in holding that Ard & Mixson purchased cum onere, the consideration of their alleged purchase being an antecedent indebtedness, and (13) error in not holding that the attempted sale by Preacher to Ard & Mixson was a legal fraud, are too general and indefinite for consideration; but, besides this, they relate to questions of fact, facts, too, which appertain to the defense of defendant, whereas the circuit judge has found that plaintiffs failed to establish, by evidence, title in themselves. The judgment of the circuit court is affirmed.

144 S.E. 66

146 S.C. 322

JACKSON

v.

FRIER.

No. 12483.

Supreme Court of South Carolina

July 11, 1928

Appeal from Common Pleas Circuit Court of  
Aiken County; W. H. Townsend, Judge.

Action by Fannie Jackson, administratrix,  
against W. F. Frier. Judgment for plaintiff, and  
defendant appeals. Reversed, and new trial  
ordered.

Watts, C.J., and Blease, J., dissenting

Williams, Croft & Busbee, of Aiken, for  
appellant.

Hendersons & Salley and W. M. Smoak, all of  
Aiken, for respondent.

COTHRAN, J.

The only matter which we shall discuss in  
this case is the assignment of error to that part of  
the circuit judge's charge in reference to the  
burden of proof. This requires a somewhat  
detailed statement.

The action is in claim and delivery for an  
automobile, instituted in December, 1919; upon a  
former trial a verdict was directed in favor of the  
plaintiff; upon appeal that judgment was reversed  
and a new trial ordered (118 S.C. 449, 110 S.E.  
676); thereafter the plaintiff died and his wife,  
Fannie Jackson, as administratrix of his estate,  
was substituted as plaintiff. The case was tried  
before his honor, Judge Townsend, and a jury at  
March term, 1926, resulting in a verdict for the  
plaintiff for the value of the car \$250 and \$500  
damages. The defendants has appealed.

The issue between the parties plainly appears  
from the complaint and answer: It is alleged in  
the complaint that in November, 1919, the  
intestate, D. A. Jackson, was the owner of a  
certain described automobile; that at the time of  
the commencement of the action he was the  
owner and entitled to the possession of the car;  
that in November, 1919, he parted with the  
possession of the car to the defendant under these  
circumstances; "that he (the defendant)  
represented himself as the owner of a tract of real  
estate which he by parol offered to sell to plaintiff,  
and to take the automobile on the purchase price  
thereof, and induced the plaintiff (D. A. Jackson)  
to allow him to try out the said automobile;" that  
the defendant "converted it to his own use and  
benefit and refuses to deliver the same to plaintiff,  
notwithstanding due demand has been made  
therefor." (We read between the lines, what is not  
distinctly averred, that the offer of the defendant  
to sell the land was not accepted by D. A. Jackson,  
who thereby became entitled to a return of the car  
committed by him to the defendant upon the  
condition above stated.)

[146 S.C. 325] The answer of the defendant  
contains a general denial of the plaintiff's title and  
right to possession, and an explanation of the  
circumstances under which the defendant  
acquired possession of the car as follows: That he  
and the plaintiff entered into a contract for the  
sale and purchase of a certain tract of land, and  
that the automobile was delivered by the plaintiff  
to the defendant as [144 S.E. 67] part payment of  
the purchase price of the land; that without legal  
excuse the plaintiff refused to comply with said  
contract, which the defendant stood ready and  
willing to do, and was not entitled to a return of  
the automobile which he had delivered under  
these circumstances.

The plaintiff, as shown, contended that he  
had never consummated the alleged contract and  
that the automobile was not to be considered as a  
payment thereon, unless the contract was duly  
closed and the defendant, after trying it, was  
satisfied with the automobile. The defendant on  
the other hand, contended that the oral contract  
for the sale of the land was actually completed,

and that the car was delivered as part payment of the purchase price.

His honor, the circuit judge, very correctly stated the law to the jury, in conformity with the decision of this court upon the former appeal:

"The law is that, if a trade for land is agreed upon, and the purchaser makes a part payment upon the purchase money, and the seller is able, ready, and willing to carry out or perform the contract, the purchaser cannot recover back the amount paid by him. If the jury is satisfied from the evidence that the automobile described in the complaint was delivered by Daniel A. Jackson to the defendant as an agreed price in part payment for land under a contract which had been made and agreed to by both defendant and Daniel A. Jackson, and with intent to pass title to the automobile to defendant, and that defendant is able, ready, and willing to carry out and perform such contract, then this [146 S.C. 326] action of claim and delivery would not lie, and your verdict would be for defendant, if you so found."

As to the matter of the burden of proof, his honor charged the jury as follows:

"The burden is upon the defendant to prove by the greater weight of the evidence that such contract or trade in all its terms was agreed upon by both parties, and that the automobile was turned over to defendant as part payment in the trade, and that he (the defendant) was ready, able, and willing to convey the land and carry out the trade. If defendant proves such facts, your verdict should be in favor of defendant in the form which I have stated."

And:

"\*\*\* Where the defendant admits that the plaintiff originally owned the automobile, and claims to have acquired the automobile from the plaintiff or plaintiff's intestate under a contract or agreement with intestate, then in this case the burden of proof as to showing that defendant was entitled to hold it under that trade would be upon the defendant."

In our opinion his honor was in error in so charging and that the error demands a reversal of the judgment.

While it is not controlling, it is of interest to note that manifestly counsel for the plaintiff conceived that the burden was upon them; they assumed it by offering *in chief* the testimony of the plaintiff (taken at the former trial), of his son Grover Jackson, of the outside witnesses New, Riley, Dubose, and Berkeley, tending to establish the facts that no trade had been consummated and that the defendant was to try out the car and return it in good shape if the negotiations should fall through.

In reply the defendant offered evidence to the effect that Jackson had declared to Wharton and Moyer that he had traded with defendant; that he was seeking the services of a surveyor to run the lines; that he was showing his son-in-law, who was expected to work it, over the land; that he applied [146 S.C. 327] to the bank for a loan with which to pay for the land; that he was offering \$100 to be let out of the trade; and the letter which he sent to the defendant, dated November 10, 1919 (written by his counsel, Mr. Henderson), "disaffirming and rescinding" "the understanding with you to purchase a tract of land from you for \$12,000. \*\*\* I left with you my automobile worth at least \$1,000 on the understanding."

The issue of fact whether the trade was actually consummated and the car delivered to

the defendant as part payment of the purchase price was clearly one for the jury; it was the turning point in the case; and the question upon whom the burden rested was one of supreme importance. Was it upon the plaintiff to show that the delivery of the car was conditional upon the consummation of the trade and the satisfaction of the defendant with the car, or upon the defendant to show that the trade had been consummated orally and that the car was delivered as part payment of the agreed purchase price?

As is said in 22 C.J. 69:

"The rule as to the burden of proof is important and indispensable in the administration of justice, and constitutes a substantial right of the party upon whose adversary the burden rests. It should therefore be jealously guarded and rigidly enforced by the courts."

The view of his honor, the circuit judge, was that, *as at one time* the title to the car was admittedly in the plaintiff, the burden was cast upon the defendant to show that it had passed out of the plaintiff into the defendant; in other words, that, although the plaintiff may come into court alleging that *at the time of the commencement of the action* he had the legal title to the chattel and is entitled to the immediate possession of it, he may, by showing simply *that at a time prior thereto* he did have the legal title and was entitled to the possession, cast the burden upon the defendant to prove a negative by showing *that at the time of the commencement of the action* the plaintiff did not have the legal title, but that it was in him (the defendant). [144 S.E. 68]

We do not think that this is the law.

The defendant's answer contains a general denial and also a specific statement of the grounds supporting the defendant's claim of title.

In 23 R. C. L. 932, it is said:

"It is usually held that the general denial in an action of replevin puts in issue not only the plaintiff's right to possession, but his title to the property replevied. Accordingly, the defendant may show under that plea that the plaintiff is not the owner of the property replevied, by showing that he himself is the owner, or that the title is in a third person."

And at page 934:

"Generally speaking, in an action of replevin, *the right to the possession of the property at the time suit is brought is the only matter in controversy*, and the only question that can be tried and determined therein. \*\*\* The burden of proof is upon the plaintiff in replevin to show *that at the time of the commencement of the action* he was the owner, that he was entitled to the immediate possession of the property, and that the defendant wrongfully detains it. *And this burden does not change where the answer pleads property in the defendants.*" (Emphasis added.)

The distinction is between affirmative defenses, which must be alleged, as to which the defendant assumes the burden of proof, and defenses which are available to the defendant under a general denial, as to which he does not assume that burden. We do not think that it can be questioned that, under the pleadings in this case, the defendant could avail himself of the defense that the plaintiff had parted with his title. It was available to him both under the general denial and under the specification of his claim which did not constitute an affirmative defense.

[146 S.C. 329] The burden is on a party pleading a fact to prove it. *McCall v. Alexander*, 81 S.C. 131, 61 S.E. 1106; *Heiden v. R. Co.*, 84 S.C. 117, 65 S.E. 987; *Scott v. Ins. Co.*, 102 S.C. 115, 86

S.E. 484; *Newton v. Bennett*, 111 S.C. 1, 96 S.E. 620.

In *Henderson v. Irby*, 1 *Speers*, 43, the court said:

"The title of the plaintiff to the thing in question, his right to sue upon the particular cause of action set forth, must be made out, at least prima facie, by himself, and may always be inquired into, and his proof rebutted, on the part of the defendant."

In *Turner v. Cool*, 23 Ind. 56, 85 Am. Dec. 449, it was held, quoting syllabus:

"Burden of proof is upon plaintiff in replevin where the answer sets up, in substance, property in the defendant."

It can make no difference, in principle, whether the defendant claims from a stranger or from the plaintiff himself. It constitutes a denial of the allegation that the plaintiff, at the time of the commencement of the action, owned the title to the property; this necessarily put him to the proof.

In *Marsh v. Pier*, 4 *Rawle* (Pa.) 273, 26 Am. Dec. 131, the court said:

"Although in most cases where the defendant pleads merely an affirmative plea, he is, by the course of practice, entitled to the conclusion, because, generally, it throws upon him the onus probandi; yet the plea of property, as I apprehend, does not produce this effect in the action of replevin. The plaintiff, I think, must, notwithstanding, first prove that he has a right to maintain his writ of replevin, by showing that he has either an absolute or special property in himself."

The court quotes from *Clemson v. Davidson*, 5 *Bin. (Pa.)* 399:

" [146 S.C. 330] It is true that, notwithstanding his (the defendant's) plea, it is necessary for Clemson (the plaintiff) to show property in himself."

In the case of *Robb v. Dobrinski*, 14 Okl. 563, 78 P. 101, 1 Ann. Cas. 981, the plaintiff sued in claim and delivery for a lot of wheat, making the usual allegations of title and right to possession. The defendant answered by a general denial. The defendant offered evidence tending to show that the wheat was included in a purchase of a farm by him from the plaintiff. The plaintiff had a verdict. Upon appeal the defendant assigned error in the following charge:

"You are instructed that the burden of proof is upon defendants to show by a preponderance of the evidence that defendant Haffner obtained possession of plaintiff's wheat and farm with the full knowledge and consent of plaintiff, and that said possession was taken because of a contract honestly entered into between plaintiff and defendant Haffner, and that said Haffner did not, in plaintiff's absence, wrongfully take possession of said farm and wheat. If defendants do not show this by a preponderance of the testimony, you should find for the plaintiff and against the defendants."

In reversing the judgment for error in this charge, the court said:

"Under our Code the gist of the action of replevin is the wrongful detention of the property in dispute. And in this case it was necessary for the plaintiff, in order to maintain his action, not only to plead, but to prove, the following facts: (1) That

he was the owner of, or had a special interest in, the wheat in controversy; (2) that he was entitled to the immediate possession thereof; (3) that defendants wrongfully detained the same. And the burden of proof was on the plaintiff to sustain these material allegations of his petition. In this instruction the court put the burden of proof, in effect, on the defendants to show that Haffner had not wrongfully taken possession of the wheat. It was incumbent [146 S.C. 331] upon the plaintiff to prove by a fair preponderance of the evidence that he was not only the owner of the wheat, but that he was entitled to the immediate [144 S.E. 69] possession thereof, and that the same was wrongfully taken and detained from him by the defendants, or some one of them. The fact that Haffner claimed to have purchased the wheat from Dobrinski in connection with the farm did not put the burden of proof upon him or the other defendants."

"In replevin for a horse claimed by defendant under a sale from the one who had purchased from plaintiff, plaintiff claiming that the sale by him had been conditional, with reservation of title until payment, the burden of proof of showing such fact was on the plaintiff." *Schenck v. Griffith*, 74 Ark. 557, 86 S.W. 850.

"In replevin, where the right to recover is predicated on plaintiff's purchase of the goods and delivery to defendant, a charge is erroneous which places on defendant the burden of showing that he purchased the goods." *Butler v. Estrella Raisin Co.*, 124 Cal. 239, 56 P. 1040.

"In replevin, the plea of property in the defendant imposes upon the plaintiff the burden of proving property in himself." *Noble v. Epperty*, 6 Ind. 414.

"Ownership or right of possession in plaintiff in replevin and possession held by defendant do not change the burden of proof, which remains with plaintiff to establish that defendant wrongfully holds possession of the property." *Morgan v. Jackson*, 32 Ind.App. 169, 69 N.E. 410.

"In replevin, where plaintiff claims absolute ownership and right to immediate possession, and defendant's answer is a general denial, plaintiff must establish his ownership and right to possession by competent evidence; and on failure so to do, the court may direct verdict for defendant." *Northwall v. Strong*, 2 Neb. (Unof.) 699, 89 N.W. 767.

"Where a defendant in replevin admitted the plaintiff's title, but pleaded a special interest in himself, the burden of proving a right to the possession of the property and a [146 S.C. 332] wrongful taking or detention is still on the plaintiff; and, until he has done so, defendant is not required to offer proofs of his special defense." *Dodd v. Williams*, 27 Wash. 89, 67 P. 352.

Under pleas of property in defendant and others, "the question to be determined is the right of the plaintiff to possession of the property, and upon this issue the plaintiff holds the affirmative of the case and must sustain his right by a preponderance of the evidence." *Weber v. Huthmacher*, 161 Ill.App. 261.

"Where plaintiff \*\*\* alleges ownership, and the answer is a general denial, plaintiff has the burden of establishing by a preponderance of the evidence that she is entitled to the possession \*\*\*, and this burden does not shift to the defendant by his introduction of evidence \*\*\* showing that defendant purchased the property from plaintiff's husband and that plaintiff \*\*\* authorized or ratified the sale." *Wylie v. Marinofsky*, 201 Mass. 583, 88 N.E. 448.

"In claim and delivery, the plaintiff has the burden of proving title, though defendant also claims title by his answer." *Frank v. Symons*, 35 Mont. 56, 88 P. 561.

"Where one came into possession of property without trespassing on another's right of possession, the burden of proof to show title is on the latter." *Campbell v. Brown*, 146 Mo.App. 319, 130 S.W. 50.

"An affirmative plea of property in defendants amounts to no more than a denial of plaintiff's allegation of ownership, and does not cast on defendants the burden of proof as to such plea." *Moore v. Marsh*, 59 Wash. 151, 109 P. 606.

"In action to replevin horse, alleged to be unlawfully detained by defendant, where latter pleaded non cepit, and that horse was his own property, which he was ready to verify, plaintiff held to have burden of proving property in himself." *Smith v. Deojay*, 124 Me. 381, 130 A. 130.

"[146 S.C. 333] A plea of property in defendant casts the burden upon plaintiff of showing a general or

special property in the article." *Robinson v. Huschle*, 233 Ill.App. 519.

"In replevin, where plaintiff averred title and right of possession in himself and a wrongful detention by defendant, and defendant denied the title and right of possession of plaintiff and averred that the title and right of possession was in it, and plaintiff joined issue, it was for plaintiff to prove title and right of possession." *Security Corp. v. Whiting Co.*, 98 N. J. Law. 45, 118 A. 695.

"Defendant's plea of property in replevin case casts upon plaintiff the burden of establishing its right of property in the replevined article." *Burrier v. Cunningham*, 135 Md. 135, 108 A. 492.

"A plea of property by both parties in replevin puts in issue plaintiff's interest, and imposes upon it the burden of proving its right to the immediate and exclusive possession of all the property." *Canadian Car Co. v. Pa. Co. (C. C. A.)* 256 F. 339.

A very conclusive reason for reversing the rule declared by the circuit judge, is that admittedly the defendant was in possession of the car at the time of the commencement of the action. This possession carried with it the presumption of title, which stood until the plaintiff succeeded in what he actually attempted to do, breaking it down.

In *Thompson v. Chapman*, 107 S.C. 461, 93 S.E. 142, quoting syllabus, it was held: "One in possession of personal property is presumably its owner." Reaffirmed in *Simmons v. Stevens*, 118 S.C. 342, 110 S.E. 798. See, also, *Vanderbilt v. Chapman*, 175 N.C. 11, 94 S.E. 703; *Hannis v. Berkeley*, 62 W.Va. 407, 59 S.E. 1054; *Sutton v.*

*Lyons*, 156 N.C. 3, 72 S.E. 4; *Saunders v. Greever*, 85 Va. 252, 7 S.E. 391.

Judgment reversed; new trial ordered.

STABLER, and CARTER, JJ., concur.

WATTS, C.J. (dissenting).

This action is in claim and delivery for an automobile, commenced by service on December 3, 1919, of the summons and the usual claim and delivery papers. On a former trial a verdict was directed by the judge for the plaintiff, and on appeal that judgment was reversed, and the case was ordered back to the circuit court for trial. 118 S.C. 449, 110 S.E. 676. [144 S.E. 70]

After the new trial was granted the plaintiff became sick and died, and his wife, Mrs. Fannie Jackson, was appointed administratrix and was substituted as plaintiff in that capacity. The case was called, after having been continued a number of times, on March 23, 1925, and the attorney for the plaintiff announced that he had written to a member of plaintiff's family that the case was set for trial and that he had not seen any of the parties until on the morning for which the case was scheduled for trial, when plaintiff's son entered the court room and announced that his mother and brother had pneumonia and because of illness in the family she was not present.

Defendant urged the court to try the case at that term of the court, and the judge, after hearing counsel for both sides, the one contending that due diligence had not been used and the other contending that it had, decided that the case would again go over, unless defendant would admit all the testimony introduced by the plaintiff at the former trial; that is, the testimony of every witness introduced by the plaintiff at the former trial of the case. The defendant was anxious to try his case, having come prepared to try it, and rather than have another continuance he went to trial in accordance with the judge's decision; that is, admitted the witnesses testifying in behalf of the plaintiff at the former trial would testify, if present now, as they did then. The jury

returned a verdict for \$250, the alleged value of the car, together with \$500 damages.

Judgment was entered after a motion for a new trial was made, and refused upon the grounds: First. That the verdict [146 S.C. 335] was against the weight of the evidence. Second. The judge abused his discretion in forcing the defendant to admit the testimony of plaintiff's witnesses. Third. The judge erred in charging the jury that the burden was on the defendant to prove that he acquired the car by purchase on the land trade and not on the plaintiff to prove that he loaned the car to defendant and to prove his case by the preponderance of the evidence.

The third allegation in the complaint is:

"(3) That on the said day the defendant obtained possession of the said automobile in this wise: That he represented himself as the owner of a tract of real estate, which he by parol offered to sell to plaintiff and to take automobile on the purchase price thereof, induced the plaintiff to allow him to try out the said automobile, converted it to his own use and benefit, and refuses to deliver the same to plaintiff, notwithstanding due demand has been made therefor; that the said property has been wrongfully converted, withheld, and detained by the defendant from the plaintiff wantonly and willingly for no reason whatever, unless to deprive plaintiff thereof, all of which is to the very great damage of the plaintiff."

The answer of the defendant is:

"(1) That, except as is hereinafter admitted, he denies each and every allegation in said complaint contained, and demands strict proof thereof.

(2) This defendant admits that he is a resident of Aiken county, and that the plaintiff is such resident, and that the defendant once had possession of the automobile in question; but this defendant alleges that he obtained possession of said automobile by reason of the plaintiff entered into an undertaking with the defendant to purchase a tract of land and to pay the automobile thereon to bind the trade, and the plaintiff later, without any fault on the part of the defendant, breached his agreement to purchase the land, and thereafter requested defendant to return the automobile, which plaintiff [146 S.C. 336] left with defendant as part payment on the tract of land, the purchase price thereof being \$12,000. The only excuse that the plaintiff offered for breaching his agreement was that he did not wish the land, and this defendant stood ready and willing at all times to carry out his contract to convey the land."

The exceptions are eight in number. Under ordinary circumstances the burden of making out the case is on the plaintiff, but no other inference can be drawn from the pleadings in the case than that the plaintiff turned the automobile over to the defendant either for trial by the defendant for a certain purpose or a part payment for a land trade.

The following occurred during the trial: Judge Townsend's position is made plain by the following colloquy between him and appellant's counsel which took place at the close of the charge:

"Mr. Williams: As to the burden of proof, generally that is on the plaintiff.

The Court: It would be generally, but where the defendant admits that

the plaintiff originally owned the automobile, and claims to have acquired the automobile from the plaintiff or plaintiff's intestate under a contract or agreement with intestate, then in this case the burden of proof as to showing that defendant was entitled to hold it under that trade would be upon the defendant, but upon the other issues the plaintiff has the burden of proof; that is, if the plaintiff asks for damages, it is up to the plaintiff to prove the amount of damages by the greater weight of the evidence."

In the section from *Ruling Case Law* principally relied on by counsel, as setting out the law of replevin, we find the following language:

"In case the defendant does not deny the allegations of the complaint, but relies entirely on an affirmative defense, the burden is on him throughout to establish his defense."

In the replevin case cited in the text (*Colean Mfg. Co. v. Johnson*, 82 Kan. 655, 109 P. 403, 20 Ann. Cas. 296) [146 S.C. 337] the Supreme Court of Kansas stated the doctrine to induce not only admissions in pleading, but also admissions [144 S.E. 71.] made in the trial. The defendant in said case was the appellant before the Supreme Court of Kansas. Said the court:

"The first complaint is that the trial court ruled that the burden of proof was upon appellant. There is nothing substantial in this complaint. At the opening of the trial appellant announced that he would not contest the execution of the notes and mortgage, and that his defenses would be based upon the incapacity of appellee to maintain the action and that the property taken was exempt. In that state of the case it was unnecessary for

appellee to prove the execution of the notes and mortgage or the amount due thereon. *Mills v. Kansas Lumber Co.*, 26 Kan. 574. Appellant had the affirmative of the defenses outlined, and the burden was properly placed on him as to these defenses."

The pivotal question, then, is both the state of the pleadings herein and the question of what admissions were made by the defendant in the trial. The complaint alleges that on "the \_\_\_\_\_ day of November the plaintiff was the owner and in the possession of" the automobile in question, and "that on said day the defendant obtained possession of said automobile," setting out incidentally only the manner of his obtaining possession. The allegations as to these details are mere surplusage, as was held in *Osteen v. Lowry*, 111 S.C. 218, 97 S.E. 244, in which this court held allegations of the details of plaintiff's ownership in claim and delivery to be mere surplusage.

The action is possessory merely, although title may incidentally come into the case. But the defendant in his testimony freely admitted, and there was no dispute about it in the whole case, that before the land trade came up the automobile was the undoubted property of the plaintiff. He admitted in his testimony that he got into possession of the plaintiff's automobile on the day in question. Hence we have a case of the car which was admittedly the plaintiff's [146 S.C. 338] being admittedly in the defendant's possession. Due demand before suit brought was specifically admitted by the pleading. Hence a prima facie case was made out by the admissions in testimony, unless defendant could affirmatively prove his excuse for keeping the automobile.

We see no error in Judge Townsend's rulings, or charge, and the exceptions as to his rulings on the pleadings and burden of proof and measure of damages are overruled. As to the exception as to a continuance, the defendant was given the option of having the case continued until the next term of the court or of going to trial

upon the terms suggested by the court. They chose to go to trial.

All exceptions should be overruled, and judgment should be affirmed.

BLEASE, J., concurs.

STATE OF SOUTH CAROLINA  
COUNTY OF SALUDA

2022CV4110100274  
CIVIL CASE NUMBER  
IN THE MAGISTRATE'S COURT  
AFFIDAVIT OF SERVICE

Sara Filler  
202 Dubose st  
Ridge Spring, SC 29129

PLAINTIFF(S)

Vs

Hugh Parks Price  
815 Pine Grove Rd  
Ward, SC 29166

DEFENDANT(S)

PERSONALLY PREPARED BEFORE ME, the undersigned deponent, who being duly sworn  
says that (s)he served the motion Hearing in this action  
(Describe document(s) served)

on Hugh Price by delivery to  
(Name of party served)

☒ Hugh Price personally;  
(Name of party served)

☐ \_\_\_\_\_ the \_\_\_\_\_ of the party served,  
(Name of person served) (Note relationship to party)

and a person of discretion residing at the residence of the party served;

☐ \_\_\_\_\_ the \_\_\_\_\_ of \_\_\_\_\_  
(Name of person served) (Title) (Name of corporate party served)

and leaving with ☒ (him) ☐ (her) a copy at

in Ward Saluda County, South Carolina,  
(City or Town) (Street address)

on 11-18-22 at 11:15 AM o'clock

that deponent knows the person so served, and that deponent is not a party of this action, is not less than eighteen (18) years of age and has no interest therein or connection therewith.

☐ Unable to locate and serve the above process on the defendant after diligent efforts to do so. The process is returned unexecuted.

Sworn to and Subscribed before me

this 18 day of November, 20 22

Rebecca Barely

Notary Public for South Carolina

My Commission expires 2/3/2032

M. S. W. Sgt C-9  
Signature of Deponent

Entered in the Sheriff's Service Book on \_\_\_\_\_  
Book \_\_\_\_\_ Page \_\_\_\_\_ Number \_\_\_\_\_

Return to:  
Saluda Magistrate  
108 South Rudolph Street  
Saluda, SC 29138  
Phone: (864) 445-4500  
Fax: (864) 445-3684

RECORDED

NOV 18 2022

SALUDA COUNTY  
SHERIFF'S OFFICE



Enlightened Acres &lt;enlightenedacres@gmail.com&gt;

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**Tolly testimony**

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**Enlightened Acres** <enlightenedacres@gmail.com>

To: Susan Parry &lt;susanparrydvm@gmail.com&gt;

Thu, Dec 8, 2022 at 9:40 AM

Good morning, Susan.

I trust this message finds you well. First, thank you so very much for having the courage to stand for the Truth. This horse saved my life fourteen years ago and I am dedicated to saving his. Thank you again for your support in that endeavor.

As Barbara communicated, the hearing is set for Monday, Dec 12 at 10:30 am. Depending on what works best for you, I could ask the court to call you first thing, or if you are flexible that morning, I could make my request as the testimony progresses.

My plan is to be respectful of your time and ask just a few questions:

- \*How/when you came to receive the photo
- \*Why the photo was presented to you
- \*What did you observe regarding the horse in the photo
- \*Is the horse in the photo in danger
- \*Is the horse safe with the person responsible for his condition in your opinion and/or do you believe the horse should be removed from the custody of said individual

As we observed Tolly's condition deteriorating, we did everything in our power to remove him from the situation (Sheriff's Department, multiple lawyers, meeting with the Magistrate, appeals to rescue organizations...). There simply was no assistance available. Once I saw his condition became life-threatening, the decision was made to begin a re-feeding program despite the order against trespass. We began this effort slowly in July, intensified in August, and continued daily through the end of October when I was threatened with jail time. Because I have substantial professional and personal experience rehabilitating emaciated horses, we were successful in saving his life.

Tolly was in my care for fourteen years and was so vibrantly healthy he thrived. He has excellent dentition. The only issue was the defendant was not supplying any food. He responded quickly to the program and gained a good bit of weight given proper nutrition. At this point, to the untrained eye of the judge he does not appear to be in danger of starvation. Of course, my only goal was saving his life but this is a problem for my case. There are accusations from the defendant that I manufactured and falsified this story and the photo itself. It would be most helpful if you felt comfortable stating that if a person had expertise and the horse was otherwise healthy, it would be possible to rehabilitate enough to gain weight given the time frame.

Please let me know if you would like to chat about this or have any questions (843)631-0210. Again, I plan to be respectful of your time Monday.

Thank you with all of my heart, Susan. This horse is a healing angel sent to all of us from God. He and I have the Holy Spirit's work to do together and I look forward to him back in my arms. He's a special fellow.

Sara



Enlightened Acres &lt;enlightenedacres@gmail.com&gt;

---

**Tolly testimony****Susan Parry** <susanparrydvm@gmail.com>

To: Enlightened Acres &lt;enlightenedacres@gmail.com&gt;

Thu, Dec 8, 2022 at 2:48 PM

Hello Sara,

My plans have suddenly changed and I will be in California on Monday due to a family illness. I should still be available by phone but cannot guarantee.

The earlier the better for me.

Regarding your questions, did a lawyer recommend them?

\*Is the horse in the photo in danger

Consider asking if the horse is in a healthy condition or appears well nourished.

\*Is the horse safe with the person responsible for his condition in your opinion and/or do you believe the horse should be removed from the custody of said individual

Consider asking if the horse appears to be getting the care & / or nutrition it needs.

Safe and danger are pretty broad terms and might be considered inflammatory or non-specific.

Susan Parry D.V.M.

831-261-4436 (cell)

On Dec 8, 2022, at 9:40 AM, Enlightened Acres <enlightenedacres@gmail.com> wrote:

[Quoted text hidden]



Enlightened Acres <enlightenedacres@gmail.com>

---

## Tolly testimony

---

Enlightened Acres <enlightenedacres@gmail.com>

To: Susan Parry <susanparrydvm@gmail.com>

Fri, Dec 9, 2022 at 9:19 AM

Hello Susan,

I'm sorry to hear about an illness in the family and sorry to hear you may not be available.

Thank you for the feedback on the questions, I will take your advice. There are no lawyers involved and the "rules" are very relaxed in Magistrate's Court to allow for this. I'm just doing the best I can to save the lives of those I care about.

We will call you around 10:30 am Monday. It will require very little time.

Blessings to you and your family,

Sara

[Quoted text hidden]

**STATE OF SOUTH CAROLINA  
COUNTY OF SALUDA**

Hugh Price  
815 Pine Grove Rd  
Ward, SC 29166

**MAGISTRATE SUMMONS**

You are hereby summoned to be and appear personally in the

Saluda Magistrate  
108 South Rudolph Street  
Saluda, SC

on **December 12, 2022 at 10:30 AM** to serve as a party in a Bench Trial for immediate delivery of 2 horses in the case of:

RE: **Sara Filler**

Vs **Hugh Parks Price**

\_\_\_\_\_  
PLAINTIFF(S)

\_\_\_\_\_  
DEFENDANT(S)

Civil Case Number: **2022CV4110100274, Claim & Delivery.**

**HEREIN FAIL NOT, ON PAIN OF FORFEITING THE LAWFUL PENALTY IN SUCH CASE MADE  
AND PROVIDED.**

  
JUDGE

Saluda Magistrate  
108 South Rudolph Street  
Saluda, SC 29138  
Phone: (864) 445-4500  
Fax: (864) 445-3684

November 22, 2022

**STATE OF SOUTH CAROLINA**  
**COUNTY OF SALUDA**

Sara Filler  
202 Dubose st  
Ridge Spring, SC 29129

**MAGISTRATE SUMMONS**

You are hereby summoned to be and appear personally in the

**Saluda Magistrate**  
**108 South Rudolph Street**  
**Saluda, SC**

on **December 12, 2022 at 10:30 AM** to serve as a party in a Bench Trial or immediate delivery of 2 horses in the case of:

**RE: Sara Filler**

**Vs Hugh Parks Price**

\_\_\_\_\_  
**PLAINTIFF(S)**

\_\_\_\_\_  
**DEFENDANT(S)**

**Civil Case Number: 2022CV4110100274, Claim & Delivery.**

**HEREIN FAIL NOT, ON PAIN OF FORFEITING THE LAWFUL PENALTY IN SUCH CASE MADE AND PROVIDED.**

  
**JUDGE**

**Saluda Magistrate**  
**108 South Rudolph Street**  
**Saluda, SC 29138**  
**Phone: (864) 445-4500**  
**Fax: (864) 445-3684**

**November 22, 2022**

\* OCT 16, 2022 LAST TIME ONE FED

\* Prior to July 11, 2022.... Fed hay from CONTAINER  
~~THE~~ MR PRICE owned some of the Hay

\* ARE goats still alive / did have access but could not  
~~access~~ ARE the properties connected..

\* YES I CAN

\* What could you see? I could see hay

\* I could... see

\* Came many times... STARTED APRIL

\* When did it stop Beginning of July

\* Would not ENFORCE NO TRESPASSING order.

\* What kind of opportunity from.....

\* \* \* Sept 10 - OCT 16<sup>th</sup>

\* \* \* \* SARAH Brought Tolly from Wad. Johns Island

\* \* \* \*

\* \* IN FRONT PASTURE Looked light.....

\* END OF Aug - - - Started Feeding

\* Fed EVERY DAY MS Hughes Fed when he left

\* \* \* \* DOESN'T MATTER About OBSERVATION..

\* \* \* \* BARNES full of weeds

\* When WAS Tolly <sup>brought</sup> 2009 IN Charleston SC

\* GAVE the horse to SARAH

\*

Sept - 24  
= DUS AND

BW - 12

OCT 7 Bermudez  
SALC

\* SEPTEMBER 2022

\*

\*

\*

\*

How many ACES is the FARM...

\* Harding? Disconnected

\* Sarah Requested They seek help Mentally

\* goats started to die... 2015...  
goats still died... Both Parties Present

\* End of April moved to back property.

\* Walked the PASTURE many times...

\* Friday Aug 26 } All good  
SAT Sept 3 } everything was fine  
Sept 13 } 10 days

Picture was TAKEN Sept 9<sup>TH</sup>  
14 days

Saluda Magistrate  
Civil Court Docket

December 12, 2022 - 10:30 AM

Sorted By: Case

2022CV4110100274 8/8/2022 Filler, Sara Price, Hugh Parks 201

1030

Motion Hearing \$200.00 Surety

2022CV4110100327

7/27/2022

1st Franklin Financial Corp.

Evans, James Odell

501

10

Filler

Fixed Any Whichever Settled Agreement

Harrell, John

Settled

Concealed - (moved to different Pasture)

Emminate Destruction - (starvation)  $\frac{1175 \text{ lbs.}}{1011 \text{ g}}$   $\frac{1050 \text{ lb}}{2110}$

Surety \$2000.00 (2x Animal Value \$500.00 x 2)  
22-3-230 -

Proof of ownership - Jury trial decides

Marlene Zapf (witness for Filler) - Character  
Barbra Hughes - Feeding of Animals History  
Calvin Melhauff - Condition of Tally.

Price

Capt. Morris - General Background on Price/Filler

Judge Ruling:

- Concealment: Not Long Sealed Not Removed from Property.  
moved to Different Pasture.
- Destruction - No longer in Emminate Danger.

\* Tally Belongs to Sara By testimony -  
Jury trial

Order - Restrained from being

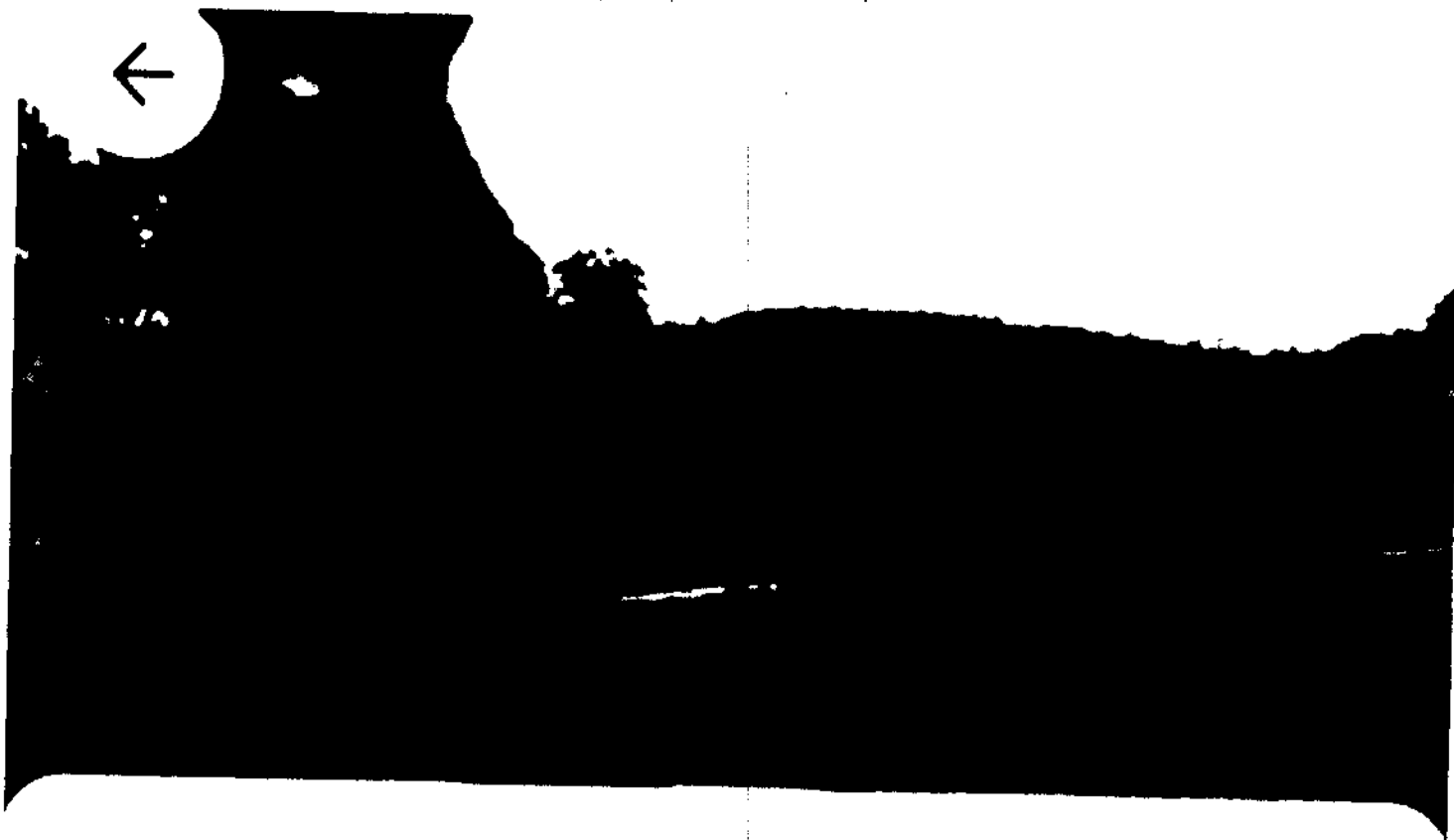
Feed 2x day Violated \$200.00

File: Docket.txt V6.1

January 27 Jury Trial

Print Date: 12/07/2022  
Print Time: 8:20:22AM  
Requested By: C410YONN

Consulting with James Snel



Add to  
album



Move to  
Archive



Delete from  
device



Order photo

Mo  
Lo  
Fo

purchase here

feeding

Fri, Sep 9, 2022 • 7:44 AM



Details

Exh #4

Calvin



Calvin



Calvin

A O first cut



TOA first cut



Sara

Sat, Sept 3, 11:20 AM

Thank you for  
picking up hay. We  
will need to find a  
pallet or two

Bringing a pallet  
home. 4 bales T/A 1  
3 string

Perfect

Smells so good.

Supposed to be  
overcast and 88



Exh 2

Mom

Mon, July 18, 5:22 PM

Don't give up. Tolly and Bri are so happy to get oats. Feeding the goats next. We all need and love you!

That's kind thanks. Brillo should get some too yes

I'm bringing A bucket back for him so that he can have some too I let him eat it out of my hands. They were so happy to see me Sara I loved on them a lot. I know you say fighting is not the right way but my heart tells me we need to fight for them

I plan on it. If Friday goes badly I will need another lawyer and circuit court

Mom

Very upscale neighborhood  
and it is the dryer.

That's great. Happy you two  
aren't someone's dinner.

Hey sweetie we are going to  
start feeding the boys  
tomorrow night. The backend  
of the truck is taken up by the  
dryer. We went by the farm and  
figured out how to do it.

Going to eat some sardines and  
take you out before I come  
back

Ok. Hugh now tending about  
Chunty. Could she come there  
for a few days?



Mom

do something. Made you some  
veggies on the stove

Aww Tks I need them. Thought  
they were for the dogs. No we  
need to ck the girls.



Boys are good. Didn't come to  
me but ate the hay I've put out.  
Couldn't see or find gypsy.  
Couldn't see license tag.  
Turned facing out. No tag on  
front.

No gorge yet. Asked at the  
Plum Branch marina. No one  
had any idea. On our way to  
Calhoun Falls.

Hmm...we just came upon it on

Mom

So not do.



She says so.

Jen not coming

Brillo and Tolly came for their  
hay. So grateful to be able to  
feed them good hay.

Beautiful cool morning. We've  
gone to Lowe's for framing  
stuff. If you need anything from  
town, text or call me.

I had to move your supplies off  
the art table. They are all right  
there in full view. I didn't put



Mom

Sara I am not paralyzed with fear. I'm not afraid at all or I wouldn't be doing it. I care very much about feeding them. I have been out there 4 times in 24 hours. They have been in the run in every time, and Hugh was in the pasture at 11:30 and this evening w another guy looking like they were moving birds. They had those wooden produce crates and a utility trailer hooked up to a truck w the lights on. I cannot get photos w that going on. I'm not afraid but I am also not crazy. I got a great photo of Tolly and have another showing his whole top line. Honestly unless you knew Brillo before a photo of him now would not convince anyone he is standing. To

Mom

whole top line. Honestly unless you knew Brillo before a photo of him now would not convince anyone he is starving. To someone who did not know him he looks plump. You and I know better but no one else would see it. I have lots of photos of him if you need one for identification. I will go out tomorrow afternoon and try again. If you want to go along you can.



Mom

Tues, Sept 13, 11:00 Am

Amazing. I'm getting those boys to safety

Yes you are.

Going to try to get pics on way home. They were out in the pasture.

Don't want to risk being seen by him and putting up NT signs. Feeding them is paramount. Will try my best w/o being seen.

Really need that. Pics of Brillo for ID purposes. Side view with the date on photo.

Ok

Tried to call you. Park at Spruce and 39. Need pic of Bri for my

Mom

Catharsis vs. Discharge and Release -  
Institute of Core Energetics

This is what the HS taught me.

Hey please try to show them  
where their hay is so they  
know. Will only need to show  
them once. Thank you

Just getting here. Have hay.

Once they know where it is you  
won't need to call them again

K

Don't worry about him

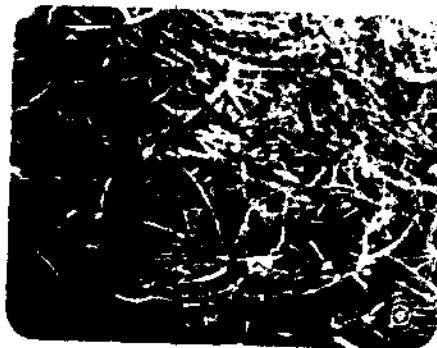
6x4 #3

Sat, Sept 10, 9:53 AM

Mom

Yep for sure. Lots to learn here.

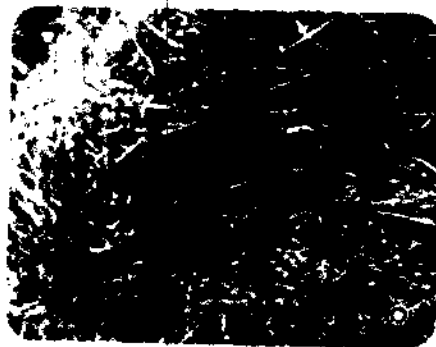
Siri sending you photos



Toa 2nd cut



Grass mix fluffy no a



Another AO 2nd cut



AO 2nd cut

Mom

Mom



Grass mix fluffy no a

Call when you get

The toa smells really good



TOA 1st cut

Got pics

Get the toa for now. Can get  
richer hay next time

9/3/2022 11:27 AM Sales Receipt #251342  
Store 1



Aiken County Farm Supply  
1933 Park Avenue S.E.  
Aiken SC 29801  
803-649-2987  
803-649-2496 (fax)

Bill To: BARBARA HUGHES \*\*\*  
2021 BURGESS ST  
KILPATRICK, SC 29117  
843-641-0794

Cashier

| Item Name             | Qty | Price   | Ext Price       |
|-----------------------|-----|---------|-----------------|
| MILK MILK ALF         | 4   | \$17.75 | \$63.00         |
| FRONT 60#             |     |         |                 |
| STANDILL 311          | 1   | \$54.00 | \$54.00         |
| Local Sales Tax       |     |         | \$117.00        |
| Subtotal              |     |         | \$117.00        |
| 0% Tax                |     |         | +\$0.00         |
| <b>RECEIPT TOTAL:</b> |     |         | <b>\$117.00</b> |

Credit Card \$117.00  
Visa

Merchant # \*\*\*1234567

I agree to pay the above amount according to card issuer's agreement

Amount \$117.00 Authorization 0190291 Reference 224615000423 Card Visa Number 2800 Entry Chip.

Thanks for shopping with us!



251342

9/5/2022 10:58 AM Sales Receipt #248603  
Store 1

REPRINTED



Aiken County Farm Supply  
1933 Park Avenue S.E.  
Aiken SC 29801  
803-649-2987  
803-649-2496 (fax)

Cashier

| Item Name             | Qty | Price   | Ext Price      |
|-----------------------|-----|---------|----------------|
| GOODS FAL HAY BAL     | 2   | \$10.50 | \$21.00        |
| CLOCK                 |     |         |                |
| CCC ORCHTALF          | 3   | \$16.00 | \$48.00        |
| FRONT 60#             |     |         |                |
| Local Sales Tax       |     |         | \$69.00        |
| Subtotal              |     |         | \$69.00        |
| 0% Tax                |     |         | +\$0.00        |
| <b>RECEIPT TOTAL:</b> |     |         | <b>\$69.00</b> |

Credit Card \$69.00  
Visa

Merchant # \*\*\*162653

Signature

I agree to pay the above amount according to card issuer's agreement

Amount \$69.00 Authorization 040494 Reference 221731080592 Card Visa Number 6050 Entry Chip.

Thanks for shopping with us!



248603

STATE OF SOUTH CAROLINA )

IN THE MAGISTRATE'S COURT

COUNTY OF SALUDA )

CIVIL CASE NUMBER 2022CV4110100274

Sara E. Filler, Plaintiff )

Vs. )

PLAINTIFF'S MOTION FOR IMMEDIATE

Hugh P. Price, Defendant )

DELIVERY OF PROPERTY

The Plaintiff moves for an Order of immediate Possession, pursuant to SECTION 22-3-1380. The property known as (1) bay gelding horse Dolly Five (Tolly) and (2) gray gelding horse Outlaw (Brillo) named in Civil Case Number 2022CV4110100274 have been concealed and are in danger of destruction.

Facts:

- The Defendant concealed said property September 25, 2022 in violation of two Judicial Orders
- At least one of the horses is in danger of "imminent death"/destruction
- Both horses are in danger of destruction due to inadequate containment in proximity to Hwy 39

This Motion is based upon the Plaintiff's Affidavit in Support of this Motion for Immediate Delivery filed simultaneously.

Furthermore, the Plaintiff respectfully requests an emergency hearing for repossession and seizure based upon the statement from expert Dr. Susan Parry, D.V.M. filed simultaneously.

SUBSCRIBED AND SWORN BEFORE

ME, this 17<sup>th</sup> day of November - 2022

*Summer Brown*

Signature (Seal)

NOTARY PUBLIC

My commission expires: 8-25-2025

*Sara E. Filler*

(Signature)

Sara E. Filler

STATE OF SOUTH CAROLINA

COUNTY OF Saluda

Sara E. Filler

PLAINTIFF(S)

VS.

Hugh P. Price

DEFENDANT(S)

2022CV4110100274

CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

AFFIDAVIT AND CLAIM  
FOR IMMEDIATE  
DELIVERY OF PROPERTY  
(CLAIM AND DELIVERY)

Plaintiff, Sara E. Filler, personally appearing before me:

☒ a. States that the property in the possession of Hugh P. Price, described as:

(1) bay gelding horse Tolly

(2) gray gelding horse Brillo

is believed to be in immediate danger of destruction or concealment because of the following facts:

please see attached affidavit

-OR-

☐ b. states that the defendant, \_\_\_\_\_ has in writing by contract or separate written instrument voluntarily, intelligently and knowingly waived his right to a hearing prior to the repossession of the property in the defendant's possession described:

Plaintiff further states that the waiver is conspicuously displayed in the contract on separate written instrument and includes the wording "Waiver of hearing prior to immediate possession".

The plaintiff, because of the above information requests the immediate claim and delivery of the property described above.

Sworn to before me  
this 17th day of November, 2022.

Summer Brown  
Magistrate or Notary Public for South Carolina

My Commission expires 8-25-2025

Sara E. Filler  
PLAINTIFF (or his attorney)

**IN THE MAGISTRATE'S COURT**

**Saluda County, South Carolina**

Sara E. Filler

**Plaintiff**

**-vs-**

Hugh P. Price

**Defendant**

2022CV4110100274

**AFFIDAVIT**

I, Sara E. Filler, of Ridge Spring, in Saluda County, South Carolina, being duly sworn, deposes and affirm upon oath:

**1. DISCUSSION**

On September 25, 2022, en route to appearing before Your Honor, I was very much looking forward to a fleeting glimpse of my horses, Tolly and Brillo, as we drove down Hwy 39 past 815 Pine Grove Rd. The Defendant, Hugh P. Price had physically denied me access to my property for five months, despite my demands for return beginning in April 2022 (EXH 1). Willingly and excitedly I moved from the front of the farm to the back of the farm April 17, 2022. April 30, 2022 I began asking for my property but the Defendant aggressively prevented me from doing so. The defendant assaulted me during attempts to peacefully repossess my property on two occasions in June (EXH 2). I sought the aid of the Sheriff's Department numerous times (EXH 3). I retained representation, Mr. Christian Spradley, who filed a Claim and Delivery for the recovery of my property in July (EXH 4). This was filed prior to ultimately vacating the farm out of necessity for self-preservation. The Defendant then utilized the judicial system in order to permanently withhold my property. The traumatic separation from my animals whom I consider children has been excruciating. Since July, I was afforded seconds to put my eyes on Tolly and Brillo in their pasture while driving on Hwy 39. That morning in September, as we drove by, the horses were missing. This was extremely troubling. The Defendant had been intercepted by the Sheriff's Department on 7/19/2022 while in the process of removing my Country Ridge Park Model named in another pending Claim and Delivery.

2022 NOV 17 PM 3:26  
Filed: Summary Court, Saluda, SC

**Susan Parry D.V.M.**  
Certified in Veterinary Manual Therapy  
Certified Veterinary Acupuncturist  
Certified Equine in Rehabilitation Therapy  
P.O. Box 767, Aiken, S.C.  
831-261-4436

14 November 2022

To Whom it may concern,

I was sent the attached photo of a horse and asked to evaluate it's condition and the following is my professional assessment.

Horses are typically graded on a body condition score (BCS) of 1-9. I have attached information about BCS on the following pages. A BCS of 1 is emaciated, a 9 is obese.

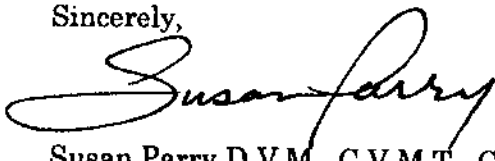
The horse in the photograph has a BCS of 1. It is not receiving enough food in a form that it can digest.

Horses with a BCS of 1 or 2 are in imminent danger of death. They require a careful refeeding program to prevent further medical problems. They also need shelter from bad weather to minimize stress and energy consumption.

In my opinion, this horse needs to be removed from pasture immediately and placed in a sheltered barn situation where it can receive small feedings of the proper forage multiple times daily. Simply providing a large quantity of hay will not suffice. It may require other medical attention.

My qualifications are attached in the form of my curriculum vitae.

Sincerely,



Susan Parry D.V.M., C.V.M.T., C.V.A., C.E.R.T.

2022 NOV 17 PM 3:24  
Filed: Sumner County, Georgia SC

## 2. CONCLUSION

The property known as Tolly and Brillo was concealed by the Defendant September 25, 2022. The concealment of the property violated two judicial orders. The horses are in danger of destruction due to mismanagement and malnutrition. The horses are in danger of destruction due to improper and unsafe fencing. The Plaintiff has provided proof of ownership of both the horses to the court. The Plaintiff has shown danger of destruction and concealment. At this time, the Plaintiff respectfully requests Your Honor grant the Motion for Immediate Possession.

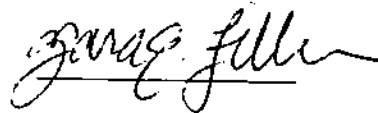
STATE OF SOUTH CAROLINA  
COUNTY OF SALUDA

SUBSCRIBED TO AND SWORN BEFORE  
ME, this 17<sup>th</sup> day of November,  
2022.

Signature *Summer Brown* (Seal)

NOTARY PUBLIC

My Commission expires: 8-25-2025



(Signature)

Sara E. Filler

2022 NOV 17 PM 3:25  
Filed: Summary Court, Saluda, SC

CIVIL CASE # 2022CV4110100274

2022 11/21/22 11:30  
FBI/DOJ/USDOJ/DOJ/DOJ/DOJ

I WAS JUST SERVED THIS NOTICE OF MOTION HEARING. THERE IS NO NEED FOR AN EMERGENCY HEARING. ANIMALS ARE FINE. I WILL BRING DOCUMENTATION, CURRENT PHOTOS, RECEIPTS, AND RECORDS MONDAY AS WELL, 11/21/22.

ALSO, I HAVE A SCHEDULED APPT. AT 10 A.M. TUESDAY WHICH WILL MAKE MY APPEARANCE @ 11 AM FOR HEARING A HARSHIP. FOUR DAYS IS A QUESTIONABLE AMOUNT OF NOTICE, EVEN WHEN IT ISN'T A HOLIDAY WEEK. PLEASE RE-SCHEDULE.

THANK-YOU. HUGH PRICE

224  


**Susan Parry D.V.M.**  
**Certified in Veterinary Manual Therapy**  
**Certified Veterinary Acupuncturist**  
**Certified Equine in Rehabilitation Therapy**  
**P.O. Box 767, Aiken, S.C.**  
**831-261-4436**

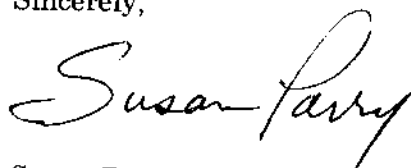
21 November 2022

To Whom it may concern,

I am available to provide my assessment of the horse in question on 22 November 2022 via phone.

I am unable to testify in person as I am scheduled for dental surgery cases on that date.

Sincerely,

A handwritten signature in cursive script that reads "Susan Parry". The signature is written in dark ink and is positioned above the printed name.

Susan Parry D.V.M., C.V.M.T., C.V.A., C.E.R.T.

To the Honorable Judge Freeman:

Sworn Statement of November 21, 2022

My name is Barbara G Hughes. I am 71 years old and am working as an administrator. I currently reside at 202 Dubose St. Ridge Spring, S.C.

I was present when Sara Filler rescued Tolly in 2009 while we were living on Wadmalaw Island, SC. Tolly lived with us on our horse farm and was cared for daily by Sara. Sara owned Tolly for four years prior to meeting the defendant. In 2013, I drove Sara to Big Oaks Equine Rescue to adopt Brillo. I was present when she made arrangements for the adoption. The defendant was not present at that time. After the adoption, Brillo continued under the daily care of Sara.

In early July, 2022, Sara and I hired attorney Christian Spradley to file a claim and delivery which was filed on July 8 for the horses, prior to Sara leaving the farm. The defendant had begun in April to deny Sara access to her animals. She pursued every option to repossess her property.

I often drive from Ridge Spring to Saluda on Hwy 39 where the horses were kept in the front pasture and were easily observable. I observed the horses approximately 3 times per week from April until September 25. I witnessed a continuing decline during that time and became concerned. On September 9, my fiancé, Calvin Niehoff, took a photograph from Hwy 39 of Tolly which showed a life-threatening condition. Calvin and I immediately went to speak with the sheriff of Saluda County stating that Sara undeniably owns the horses and we wanted assistance in retrieving her property. The Sheriff said he was willing to escort us to pick up the horses if the Magistrate would give the approval. I then spoke with Magistrate Freeman and clerk Denise Yonn asking for permission which was denied. We continued to seek legal advice and pursue every option.

After seeing the photograph, Calvin and I began feeding the horses daily to save Tolly's life from the neighbors property on Hwy 39. We fed 40-50# of Timothy/Alfalfa hay daily which we purchased in Aiken. We at no time stepped onto the defendant's property. We continued to feed both horses from 9/10 until October 16. Calvin was given permission by the neighbor to walk on his property. We stopped feeding on October 16 due to Judge Freeman's warning. The last time I was able to observe the horses from Hwy 39 was September 25. The horses were removed to a concealed back enclosure where they are not observable.

I declare that to the best of my knowledge and belief, the information herein is true and complete. I understand this statement is made for use as evidence in court and is subject to penalty for perjury.

*Barbara G. Hughes* November 21, 2022



Honorable Judge Freeman:

Sworn Statement of:

My name is Calvin L Niehoff. I am 63 years old and am working as a landscape professional. I currently reside at 202 Dubose St. Ridge Spring, S.C.

I have known Ms. Hughes for over 20 years and met Sara Filler in 2013. I am aware that Sara owned Tolly prior to meeting the defendant.

Tolly and Brillo were easily observable from the front pasture of the farm on Hwy 39 from April until late September. I recognized that the condition of the horses was deteriorating during those months. On the morning of September 9, while en route to Saluda, I saw the horses near the fence on Hwy 39 and stopped on the side of the road to check on them. I was concerned and took photos to show Sara. Sara was very upset as it was obvious Tolly was in danger of dying from not being fed.

Barbara and I immediately went to speak with the Sheriff and shared our concerns and asked why if you can prove something is your property why can't you just go and get it. He said he would escort us to get the horses if the Magistrate gave the okay. Barbara went to speak with the Magistrate who said he could not do that. We decided then that we would need to start feeding the horses ourselves. We purchased a 21 bale load of high quality hay and began to throw 40-50# of hay to the horses each day from the neighbor's property on Hwy 39. I have gotten permission to walk on the neighbor's property. I feel sure the defendant was unaware that we were feeding the horses and at no time did we walk on his property.

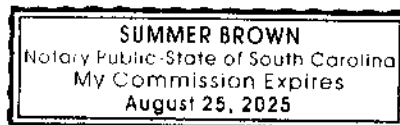
I returned to Ohio on September 19 and spoke with Barbara each evening as she went to feed the horses. In late September she made me aware that the horses were no longer in the front pasture and that she believed they were being concealed in the rear enclosure.

The feeding ended on October 17 when Judge Freeman warned against going near the property. The horses have not been observable since September 25.

I declare that, to the best of my knowledge and belief, the information herein is true and complete. I understand this statement is made for use as evidence in court and is subject to penalty for perjury.

*Calvin Niehoff*

*November 21, 2022*



**STATE OF SOUTH CAROLINA  
COUNTY OF SALUDA**

Sara Filler  
202 Dubose st  
Ridge Spring, SC 29129

**MAGISTRATE SUMMONS**

You are hereby summoned to be and appear personally in the

**Saluda Magistrate  
108 South Rudolph Street  
Saluda, SC**

on **November 22, 2022 at 11:00 AM** to serve as a party in a Motion Hearing in the case of:

**RE: Sara Filler**

**Vs Hugh Parks Price**

\_\_\_\_\_  
**PLAINTIFF(S)**

\_\_\_\_\_  
**DEFENDANT(S)**

Civil Case Number: **2022CV4110100274, Claim & Delivery.**

**HEREIN FAIL NOT, ON PAIN OF FORFEITING THE LAWFUL PENALTY IN SUCH CASE MADE  
AND PROVIDED.**

  
**JUDGE**

**Saluda Magistrate  
108 South Rudolph Street  
Saluda, SC 29138  
Phone: (864) 445-4500  
Fax: (864) 445-3684**

**November 17, 2022**

**STATE OF SOUTH CAROLINA  
COUNTY OF SALUDA**

Hugh Price  
815 Pine Grove Rd  
Ward, SC 29166

**MAGISTRATE SUMMONS**

You are hereby summoned to be and appear personally in the

**Saluda Magistrate  
108 South Rudolph Street  
Saluda, SC**

on **November 22, 2022 at 11:00 AM** to serve as a party in a Motion Hearing in the case of:

**RE: Sara Filler**

**Vs Hugh Parks Price**

\_\_\_\_\_  
**PLAINTIFF(S)**

\_\_\_\_\_  
**DEFENDANT(S)**

Civil Case Number: **2022CV4110100274, Claim & Delivery.**

**HEREIN FAIL NOT, ON PAIN OF FORFEITING THE LAWFUL PENALTY IN SUCH CASE MADE  
AND PROVIDED.**

  
**JUDGE**

**Saluda Magistrate  
108 South Rudolph Street  
Saluda, SC 29138  
Phone: (864) 445-4500  
Fax: (864) 445-3684**

**November 17, 2022**

FILLER

RULE 612

USE OF REMOTE  
COMMUNICATION  
TECHNOLOGY

Sara E. Filler, PLAINTIFF  
VS.

IN THE MAGISTRATE'S COURT

Hugh P. Price, DEFENDANT

**PLAINTIFF'S MOTION IN LIMINE**

Plaintiff respectfully requests this court to enter an order directing Defendant not to mention, refer to, or interrogate concerning Plaintiff's (1) status as a disabled person (2) social security income (3) eviction history at any time during these proceedings in any manner either directly or indirectly. Plaintiff's goals are to prevent the inclusion of evidence that may unjustly prejudice, prolong and confuse the issue, or mislead the jury.

Evidence must be excluded if its probative value is outweighed by its prejudicial effect. Inclusion of evidence regarding Plaintiff's (1) status as a disabled person and (2) social security income may create substantial danger of undue prejudice leading to an unfair outcome. Evidence of this nature is also irrelevant to the issue at hand.

Evidence must be excluded if its admission would necessitate undue consumption of time, mislead, or confuse the jury. Inclusion of evidence regarding Plaintiff's (3) eviction history should be prevented for these reasons. Defendant previously introduced this misleading evidence in order to deprive Plaintiff of property. Plaintiff did not challenge for various reasons. However, in this case Plaintiff's duty and right would be to vigorously refute in order to prevent an unfair outcome. Extensive witness testimony, multiple voice recordings, and substantial documentation would be required. Evidence of this nature is also irrelevant to the issue at hand.

For the foregoing reasons, Plaintiff respectfully moves for an order excluding from the trial of this case any argument, question, or testimony regarding this evidence. The issue at hand is property ownership. Justice and all parties involved would be best served by an orderly and concise trial of facts.

Submitted in deference.



Sara E. Filler  
202 Dubose St.  
Ridge Spring, SC 29129  
(843) 631-0210  
1/21/2023

STATE OF SOUTH CAROLINA  
COUNTY OF SALUDA

Sara E. Filler, PLAINTIFF  
VS.

IN THE MAGISTRATE'S COURT

Hugh P. Price, DEFENDANT

**PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT**

The Plaintiff, Sara E. Filler, respectfully moves for summary judgment for the horse, Dolly Five (Tolly). All material facts pertaining to ownership exist without controversy and there is no genuine issue for trial. The Plaintiff requests simplification of the case so the trial may be more efficient and focused on areas of actual dispute.

A hearing was held before the Honorable Judge William R. Freeman on December 12, 2022. At this time, it was shown to the court through the witness testimony of Barbara G. Hughes and the sworn statements of Hugh P. Price that said horse is the property of Plaintiff. On this date, all parties agreed to this material fact.

A hearing was held before the Honorable Judge Freeman on January 17, 2023. At this time, Plaintiff, Defendant, and His Honor agreed Tolly is the property of Plaintiff. Defendant again agreed to release Plaintiff's horse, Tolly, back into her custody.

In regard to ownership of the bay gelding horse, Tolly, there is no genuine issue as to any material fact and the moving party is entitled to a judgment as a matter of law.

Submitted in deference.



Sara E. Filler  
202 Dubose St.  
Ridge Spring, SC 29129  
(843) 631-0210  
1/21/2023

*Rolf M. Baghdady P.A.*  
*Attorney and Counselor at Law*  
*Home Office - Lake Murray*  
*118 Cobblestone Court*  
*Chapin South Carolina 29036*  
*Telephone (803) 345-7653*

*Website: [www.rolfbaghdady.com](http://www.rolfbaghdady.com)*

*E-mail: [rolf@rolfbaghdady.com](mailto:rolf@rolfbaghdady.com)*

## **FAX**

**Date:** 01.26.2023

**From:** Attorney Rolf M. Baghdady

118 Cobblestone Court

Columbia, SC 29036

**Phone:** (803) 345-7653

**Fax:** (803) 345-7653 (call first)

**To:** Chief Magistrate Robin Freeman

108 South Rudolph Street

Saluda, SC 29138

**Phone:** (864) 445-4500

**Fax:** (864) 445-3684

**Subject:** 1) Case No.: 2022 CV 4110100274

Sara Filler vs. Hugh Parks Price

2) Case No.: 2022 CV 4110100323

Barbara Hughes vs. Hugh Parks Price

RECEIVED  
JAN 27 2023

**Message:** Please find a Notice of Appearance for each of the above referenced cases against Hugh Parks Price.

**Number of pages, including fax cover sheet:** 3

*Admitted to practice in South Carolina Georgia Florida and New York*

**STATE OF SOUTH CAROLINA**

**COUNTY OF SALUDA**

**Barbara Hughes,**

**Plaintiff,**

**vs.**

**Hugh Parks Price,**

**Defendant.**

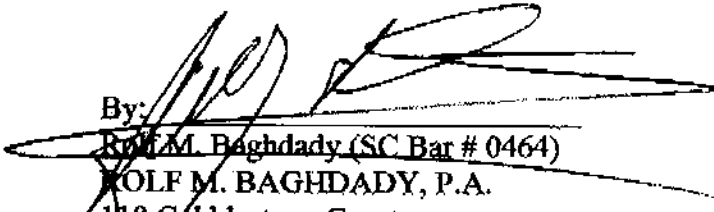
**IN THE MAGISTRATE'S COURT**

**CASE NO: 2022-CV-41-10100323**

**NOTICE OF APPEARANCE**

PLEASE TAKE NOTICE, that Rolf M. Baghdady appears on behalf of the Defendant, Hugh Price Parks, in the above captioned action and further states that he is licensed to practice law in South Carolina and is a member in good standing with the South Carolina Bar.

Date: January 26, 2023

By: 

Rolf M. Baghdady (SC Bar # 0464)

**ROLF M. BAGHDADY, P.A.**

1118 Cobblestone Court

Chapin, S.C. 29036-9705

803 345-7653 (Main office)

rolf@rolfbaghdady.com

**ATTORNEY FOR DEFENDANT**

FILED 1/26/23  
2023-01-26 11:36:03

**STATE OF SOUTH CAROLINA**

**COUNTY OF SALUDA**

**Sara Filler,**

**Plaintiff,**

**vs.**

**Hugh Parks Price,**

**Defendant.**

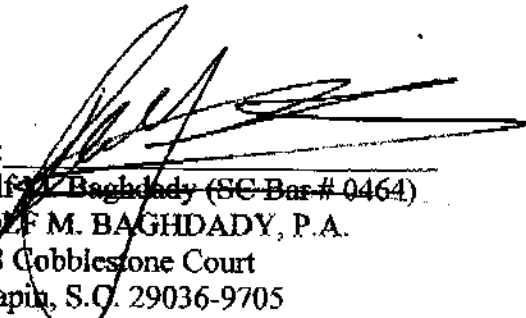
**IN THE MAGISTRATE'S COURT**

**CASE NO: 2022-CV-41-10100274**

**NOTICE OF APPEARANCE**

PLEASE TAKE NOTICE, that Rolf M. Baghdady appears on behalf of the Defendant, Hugh Price Parks, in the above captioned action and further states that he is licensed to practice law in South Carolina and is a member in good standing with the South Carolina Bar.

Date: January 26, 2023

By: 

Rolf M. Baghdady (SC Bar # 0464)

**ROLF M. BAGHDADY, P.A.**

**118 Cobblestone Court**

**Chapin, S.C. 29036-9705**

**803 343-7653 (Main office)**

**rolf@rolfbaghdady.com**

**ATTORNEY FOR DEFENDANT**

CLERK OF COURT  
JAN 27 2023 10:00 AM

Motion Hearing - Filler v. Price

12.16 / 12.21 / 1.3

• Pre-trial Motions

2022 CV 4110100274

- Denied → To dismiss from Jurisdiction - value of horse discrepancy  
→ Mediation recommended - but cannot go forth b/c of ROrder  
→ Harrassment
- Denied → Repetitious claim

**STATE OF SOUTH CAROLINA  
COUNTY OF SALUDA**

**2022CV4110100274  
CIVIL CASE NUMBER**

Sara E. Filler, **PLAINTIFF**  
**VS.**  
Hugh P. Price, **DEFENDANT**

**IN THE MAGISTRATE'S COURT**

**WITNESSES FOR PLAINTIFF**

1. Barbara Hughes
2. Calvin Niehoff
3. Mary Moss

- Tolly - bay gelding horse - \$500
- Brillo - grey gelding horse - \$500
- Topsy - nanny goat - \$100
- Goaty - doe goat - \$125
- Britches - nanny goat - \$100
- Copy - doe goat - \$125
- Lupita - nanny goat - \$100
- Pixie - doe goat - \$125
- Bambi - doe goat - \$125
- Origami - doe goat - \$125
- Gypsy - senior female llama - \$0
- Morris - wether sheep - \$100
- Crick - wether sheep - \$100
- Marge - nanny sheep - \$50
- seven cotton wagon hens and their roo Mr. Blue - \$150

- Telly - bay gelding horse - \$500
- Brillo - grey gelding horse - \$500
- Topsy - nanny goat - \$100
- Goaty - doe goat - \$125
- Britches - nanny goat - \$100
- Copy - doe goat - \$125
- Lupita - nanny goat - \$100
- Pixie - doe goat - \$125
- Bambi - doe goat - \$125
- Origami - doe goat - \$125
- Gypsy - senior female llama - \$0
- Morris - wether sheep - \$100
- Crick - wether sheep - \$100
- Marge - nanny sheep - \$50
- seven cotton wagon hens and their roo Mr. Blue - \$150

12/16/23

REQUEST FOR MOTION HEARING\* REGARDING  
CASE # 2022 CV 411 01 00 274  
CLAIM AND DELIVERY / FILLER VS. PRICE

CAUSE OF ACTION - ~~DISMISSAL~~ DISMISSAL OF SUIT  
FILLER VS. PRICE CLAIM + DELIVERY  
1. CASE # 2022 CV 411 01 00 227

WAS DISMISSED AS OUTSIDE MONETARY  
JURISDICTION OF MAGISTRATE COURT  
ON AUG. 8<sup>th</sup> BY JUDGE W.R. FREEMAN.  
COURT REFERRED CASE TO HIGHER COURT.

HOWEVER, CURRENT CASE IS SIMPLY  
AN AMENDED AND TRUNCATED CLAIM  
OF DUPLICATE ITEMS. THIS IS BASICALLY  
A REPEAT LAWSUIT OF CASE ALREADY  
DISMISSED. RE-FILED ON SCHEDULE FOR  
AUG. 29<sup>th</sup> 2022. DEFENDANT REQUESTED  
JURY TRIAL. ALSO, ITEMS ARE UNDER-VALUED  
BY PLAINTIFF TO AGAIN AVOID \$7500 LIMIT.

2. PLAINTIFF HAS BEEN EVICTED AT LEAST TWO TIMES FROM PROPERTY AND LEFT POSSESSIONS BEHIND FOR MONTHS. CASE # 2022CV4110100312 WAS ALSO FILLER VS. PRICE CLAIM AND DELIVERY AND WAS HEARD ON 9/19/2022. THIS CLAIM WAS FOR ITEMS ABANDONED FOR FIVE MONTHS FROM FIRST EVICTION, AND ANOTHER MONTH AFTER SECOND EVICTION. JUDGE W.R. FREEMAN RULED FOR DEFENDANT. ANIMALS ARE PROPERTY, AND EVEN IF CONTESTED ANIMALS WERE EVER LEGALLY OWNED BY PLAINTIFF, THEY WERE ABANDONED.

3. PLAINTIFF IS USING COURT AS THIRD PARTY CONTACT TO HARASS DEFENDANT. PLAINTIFF HAS NOT COMPLIED WITH ANY ORDER EXCEPT <sup>241</sup> 1<sup>ST</sup> ORDER TO

cont. d.

3. RETURN STOLEN DOG. SINCE THEN, PLAINTIFF HAS STOLEN ON TWO FURTHER OCCASIONS, OF ANIMALS WHICH WERE HEARD IN SAME COURT, SAME JURIST.

PLAINTIFF HAS ALSO STOLEN MANY ITEMS OF DEFENDANTS IN THE VALUE OF THOUSANDS OF DOLLARS. PLAINTIFF

CONTINUED HARASSMENT BY INVENTING

VIOLATIONS OF CLAIM AND DELIVERY TO

REQUEST MOTION HEARING, AND HEARING

UPON IMMEDIATE SURRENDER OF TWO

HORSES FROM CURRENT CLAIM AND DELIVERY.

THIS RESULTED IN A 3.5 HOUR HEARING

THAT JUDGE FREEMAN RULED TO ALLOW

HORSES TO REMAIN IN PLACE. PLAINTIFF

AND MOTHER CONTINUE TO STALK AND

HARASS DEFENDANT AT HIS OWN HOME.

DEFENDANT IS SUFFERING STRESS AT

3. HANDS OF ~~DEF~~ PLAINTIFF.  
4.

PLEASE GRANT DEFENDANT RELIEF  
FROM THIS OBVIOUS CONTINUATION OF  
THE HURTFUL AND VINDICTIVE ABUSE  
AND HARASSMENT THAT IS BECOMING  
EVER MORE OBVIOUS TO EVERYONE.

PLAINTIFF IS NOT ACTING IN GOOD  
FAITH, VIOLATED COURT ORDERS,  
AND DOES NOT HAVE ANIMAL'S HIGHEST  
WELL BEING IN MIND.

SINCERELY AND WITH GRATITUDE,  
HUGH PRICE. DEFENDANT.

A handwritten signature in black ink, appearing to read 'H. Price', with a stylized, cursive script.

12/21/22

JUDGE SHULZ,

JUDGE FREEMAN ENCOURAGED  
MEDIATION. I ASKED FOR MEDIATION.  
HOWEVER, MEDIATOR ATTORNEYS ALL  
SAY THEY CANNOT PARTICIPATE W/OUT  
A COURT ORDER, OR ELSE THEY ARE  
VIOLATING THIRD PARTY CONTACT.  
MEDIATION SHOULD BE ORDERED BEFORE  
A JURY TRIAL WASTES EVERYONE'S  
TIME AND RESOURCES. PLEASE ENABLE  
THIS MECHANISM. I WILL PAY FOR MEDIATION.

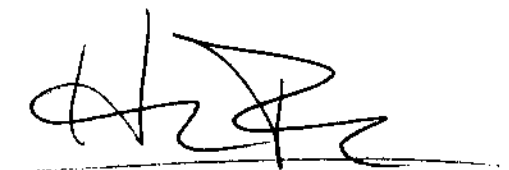
RESTRAINING ORDER 2022 OR 4110100010

AND

RESTRAINING ORDER 2022 OR 4110100013

ONLY THE COURT CAN CHANGE THESE ORDERS.

HUGH PRICE



12/21/22

DEFENDANT  
SERVED NOTICE ON 12/19/22

SECOND

REQUEST FOR TIMELY MOTION HEARING

FOR CASE DISMISSAL OF 2022 CV 4110100274

JURY TRIAL SCHEDULED ~~AUGUST~~ <sup>JANUARY</sup> 27<sup>th</sup>, 2023.

DEFENDANT REQUESTS FAIR AND EQUAL TREATMENT AS PLAINTIFF RECEIVED WHEN COURT GRANTED "MOTION HEARING" 11/22/22 AND "HEARING FOR IMMEDIATE SURRENDER" ON 12/12/22. CLAIMS OF PLAINTIFF WERE SHOWN TO BE FRAUDULENT AND FRIVOLOUS. DISMISSED / RENDERED FOR DEFENDANT, HUGH PRICE, BY JUDGE FREEMAN.

REASONS FOR REQUEST OF DISMISSAL:  
(FOR)

1) INITIAL CASE CLAIM AND DELIVERY 2022\* WAS DISMISSED FOR "OUT OF JURISDICTION" MONETARILY. RE-SUBMITTED C+D IS STILL OUT OF MONETARY JURISDICTION. SEE ATTACHED.

2) COURT IS BEING USED <sup>FOR</sup> AS 3<sup>rd</sup> PARTY HARASSMENT.

3) PLAINTIFF HAS BEEN EVICTED TWICE AND HAS...  
CMT.d.

\* 2022 CV 4110100274

REMOVED PERSONAL PROPERTY INCLUDING ANIMALS. PLAINTIFF TOOK MANY THINGS THAT WERE NOT HER PROPERTY AS WELL.

CLAIM AND DELIVERY #2022 CV4110100312 WAS ALSO RULED FOR DEFENDANT HUGH PRICE. PLAINTIFF HAD PLENTY OF TIME TO REMOVE PROPERTY AND, NO PROOF OF PROPERTY BEING WRONGLY HELD AFTER REMOVAL OF PLAINTIFF'S ITEMS. TWO EVICTIONS SERVED UPON PLAINTIFF TO DATE, SUCCESSFULLY.

4. DEFENDANT SEEKS RELIEF FROM FRIVOLOUS AND REPETITIOUS SUITS BROUGHT BY PLAINTIFF REPEATEDLY. DEFENDANT SEEKS PROTECTIONS PROVIDED BY RESTRAINING ORDER AGAINST DEFENDANT, AND ALSO NO TRESPASSING NOTICES AGAINST PLAINTIFF AND HER MOTHER, THIS INCLUDES "3<sup>rd</sup> PARTY" CONTACT. MOTIVOR, BARBARA NUGINES SMITH HAS ADMITTED WITH HER OWN <sup>COURT</sup> EXHIBITS THAT SHE IS IN KNOWING VIOLATION OF THESE ORDERS.

THANK-YOU. HUGH PRICE  
HCP

# CLAIM AND DELIVERY LIST. 2022CV4110100274

Tolly-bay gelding horse - \$500 → 2500<sup>00</sup>  
 Brillo-grey gelding horse - \$500 → 3500<sup>00</sup>  
 Topsy-nanny goat - \$100  
 Goaty-doe goat - \$125  
 Britches-nanny goat - \$100  
 Copy-doe goat - \$125  
 Lupita-nanny goat - \$100  
 Pixie-doe goat - \$125  
 Bambi-doe goat - \$125  
 Origami-doe goat - \$125  
 Gypsy-senior female llama - ~~\$0~~ → 500<sup>00</sup> to 1000<sup>00</sup>  
 Morris-wether sheep - \$100  
 Crick-wether sheep - \$100  
 Marge-nanny sheep - \$50 → 50<sup>00</sup> (ELDERLY)  
 seven cotton wagon hens and their roo Mr. Blue - \$1

3500<sup>00</sup>  
 350<sup>00</sup>  
 A PIECE  
 CURRENT  
 VALUE  
 = 3500<sup>00</sup>

150<sup>00</sup>

2500<sup>00</sup>  
 3500<sup>00</sup>  
 3500<sup>00</sup>  
 750<sup>00</sup>  
 150<sup>00</sup>

10,400<sup>00</sup>

ACTUAL VALUE

HP

2022 CV 4110100274

I, Hugh Parks Price, respectfully request a change of venue for Case #2022CV4110100274 from Saluda County Magistrate Court.

Possible damages that could be incurred by defendant by trial's outcome are in the form of living animals being taken/awarded to plaintiff (some being pregnant and expecting), and the added value of same offspring soon due, and, long-term investments of time and resources are significantly out of line with court's maximum jurisdiction of 7500.00.

Therefore, defendant can not get a fair trial in Magistrate's court, and defendant's right to fair trial will be violated. Defendant has shown through third party documentation that congregate value of animals far exceeds jurisdiction by as much as 1.5 times to 2 times the strictly monetary court limit. Also, Plaintiff's intentional undervaluation of animals was not performed in good faith, since Plaintiff is seeking physical possession of property, not monetary value or monetary damages. Plaintiff was instructed to seek another venue by the court itself from previous claim and delivery which was dismissed ( Case #2022CV4110100227) but chose to re-present it to the same court in truncated form.

Defendant has provided actual current valuations for all animals listed in Claim and Delivery for the convenience of the court. Please see attached documents. Defendant would also like to state that much sweat equity and capital investment over eight years has gone into creating such a vibrant and viable herd of goats. This value would be difficult to put into purely monetary terms, and has the effect of obscuring the intrinsic value of good healthy animals and the experience to create same. Bottom line, they are worth much more to me than lowest market value. Same goes for a gentled and socialized horse and its bonds to other sentient beings. The relationships and attachments between humans and animals are also difficult to put into a monetary terms. However, the valuations provided exclude the intrinsic/intangible values alluded too.

Thank you. Sincerely, Hugh Price



# **Equine Insurance Specialists**

Insuring horses and their people since 1992.

## Mortality Insurance Proposal

### Berkley Equine & Cattle - \$555.00 Total

Tolly - Annual Premium: \$175.00

14 year old Thoroughbred Gelding

Used for Trail Riding (Hacking)

Valued at \$5,000.00

Full Mortality Coverage: \$175.00

Optional Coverages:

- Agreed Value / Guaranteed Renewal: Included
- \$5,000 Emergency Colic Surgery Coverage: Included

Brochures / Instructions for Binding Coverage:

☒ How to Begin Coverage - BERK 500

☒ StarNet Mortality Insurance Coverage Flyer - BERK 200

Application Forms Required (for all horses):

☒ Full Mortality Application - FM7300 0120

Additional Information Required (for this horse):

☒ Statement of Health - FM7320

Brillo - Annual Premium: \$130.00

12 year old Mustang Gelding

Used for Trail Riding (Hacking)

Valued at \$3,700.00

Full Mortality Coverage: \$130.00

Optional Coverages:

- Agreed Value / Guaranteed Renewal: Included
- \$5,000 Emergency Colic Surgery Coverage: Included

Additional Information Required (for this Horse):

☒ Statement of Health - FM7320

Draco - Annual Premium: \$125.00

13 year old Mustang Gelding

Used for Trail Riding (Hacking)

Valued at \$3,500.00

Full Mortality Coverage: \$125.00

Optional Coverages:

- \$3,500 Free Colic Surgery: Included
- Guaranteed Renewal: Included

Additional Information Required (for this Horse):

☒ Statement of Condition - F36171

Geronimo - Annual Premium: \$125.00

10 year old Appaloosa Gelding

Used for At Grass

Valued at \$500.00

Full Mortality Coverage:

\$125.00

Optional Coverages:

- Agreed Value / Guaranteed Renewal: Included
- \$5,000 Emergency Colic Surgery Coverage: Included

Additional Information Required (for this Horse):

☒ Statement of Health - FM7320

1/23/23, 9:11 AM

Nubian/Boer Doe - farm & garden - by owner - sale

CL knoxville

for sale

[post](#) [account](#)

farm & garden - by owner

favorite

hide

 flag

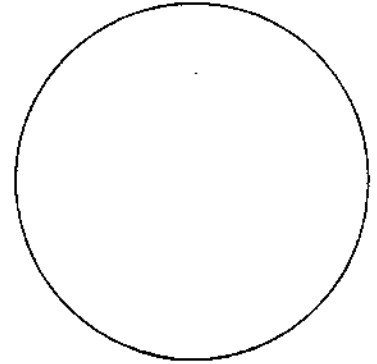
 share

Posted 2 days ago on: 2023-01-21 08:58

Contact Information:

## Nubian/Boer Doe - \$300 (Blaine, TN)

image 1 of 2



2 yr old Nubian Boer Doe Bred to Dapple Boer Buck  
\$300

show contact info  
Blaine, TN

QR Code Link to This Post



1/23/23, 9:04 AM

Nubian Doe - farm & garden - by owner - sale

[post](#) [account](#)

CL greenville

for sale

farm & garden - by owner

favorite

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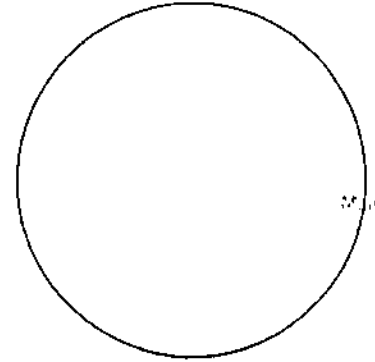
 share

Posted 12 days ago on: 2023-01-11 18:04

Contact Information:

## Nubian Doe - \$400 (Buffalo)

image 1 of 2



ADGA Purebred Nubian Doe born 3/7/21. I realized the pictures are not the best. I have too many goats.

QR Code Link to This Post



1/23/23, 8:57 AM

Boer goats,goats - farm & garden - by owner - sale

post : account

CL greenville

for sale  
farm & garden - by owner

favorite

hide

flag

share

Posted 7 days ago on: 2023-01-15 21:17

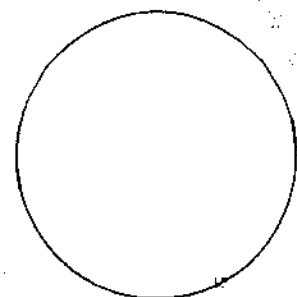
Contact Information:

## Boer goats,goats - \$250 (Spartanburg)

Image 1 of 4

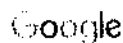


I have three Boer goats 1st pic is a pregnant Boer nanny that's about a year and a half old \$350.00 she is bred by a pure Boer Billy. 2nd pic is a Boer nanny that is 10 months old \$250.00 3rd pic is a Boer nanny that is 10 months old \$250.00 text is best show contact info



QR Code Link to This Post





how much do llamas cost



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 Shopping
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About 7,160,000 results (0.57 seconds)

<https://petkeen.com> · Blog Posts

## How Much Does a Llama Cost? (2023 Price Guide)

Jan 9, 2023 — How Much Does a Llama Cost? (2023 Price Guide) ; **Adoption. \$250–\$300** ; Breeder. \$500–\$5000 ; Initial Setup and Supplies. \$200–\$1500 ; Food. \$20–\$30 ...

On-site health check with a licensed vet: ... Food-pellets & hay: \$250

Bringing Home a New Llama... · How Much Does a Llama Cost... · Health Care

## People also ask

How much land do you need for 2 llamas?

Do llamas make good pets?

Are alpacas or llamas more expensive?

How long do pet llamas live?

Feedback

<https://www.howmuchisit.org> · how-much-does-a-llam...

## How Much Does a Llama Cost? | HowMuchIsIt.org

On average, a llama can cost anywhere from \$300 to as much as \$5,000. A llama with no training, for example, can be as little as \$400 to \$900 while a llama ...

5 topics include: How much does a llama cost · What are the extra costs · What is going to be included in the price · View full list

<https://farmingbase.com> · Llamas

## How Much Does a Llama Cost? Price Breakdown

Putting it all together, the purchase price for a Llama costs around \$300 to \$5000. If the purchase price does not fall under the budget, there is always an ...

How much does a Llama cost? · Where to buy Llamas? · Upkeep Cost of Llamas

<https://farmhouseguide.com> · how-much-does-a-llama-

## How Much Does a Llama Cost? - Farmhouse Guide

The cost of a llama can range from \$300 all the way to \$5,000 depending on a couple of factors. If it isn't trained, you are looking at around \$400 to 900\$ ...

<https://www.thepricer.org> · Exotic Pets

## The Cost Of A Llama - In 2023 - The Pricer

Oct 30, 2020 — Just how much does a llama cost? ... Usually, a llama can cost anywhere from \$300 to as much as \$5,000. A llama without any training, for instance ...

<https://mightypricey.com> · how-much-does-a-llama-cost

## How Much Does a Llama Cost? [Price Stats] - MIGHTYpricey

Jul 15, 2022 — Buying a llama from a reputable breeder is excellent, and it can cost you \$500 to \$5000. The United States is abundant with these beautiful ...

# Smithfield, N.C. Goat & Sheep Auction - 1/5/17

Jan 14, 2017

**Powell Livestock Market**  
**Raleigh, N.C.**

**Jan. 5, 2017**

## Report Supplied by USDA

Powell Livestock Market, Smithfield, NC. Goat and Sheep Auction Report.

GOATS: 136; Last Sales 229. SHEEP: 91; Last sale 194.

Prices are per head, weights estimated. Slaughter and Replacement Classes:

Sheep, by head.

1/23/23, 9:16 AM

Smithfield, N.C. Goat & Sheep Auction - 1/5/17 | Sheep & Goat Market Reports | lancasterfarming.com

LAMBS: GOOD: 20-60 lbs 90.00-105.00; CHOICE/PRIME: 20-60 lbs 149.00-180.00,  
60-100 lbs 185.00-215.00, 100-140 lbs 210.00-240.00.

EWES: GOOD 100-200lbs 157.50- 177.50.

RAMS: 100-200 lbs 225.00-240.00.

X 1

WETHERS (hd): SEL 1: ~~100-125 lbs~~ 245.00; SEL 2: 70-100 lbs 155.00.

X 2

1/23/23, 9:13 AM

Nubian goat babies - farm & garden - by owner - sale

CL greenville

for sale

[post](#) [account](#)

farm & garden - by owner

favorite

hide

 flag

 share

Posted 16 days ago on: 2023-01-07 14:28

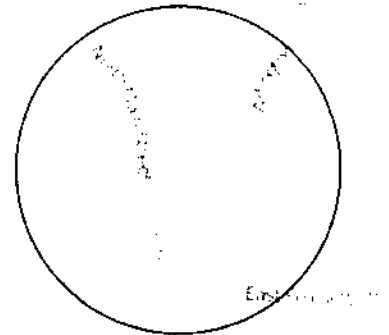
Contact Information:

## Nubian goat babies - \$300 (Greer)

image 1 of 6



X10-15



Nubian babies female is dark coat. Male is light coat. She \$300. He \$200. Mother and father also pictured. He has horns she has a dot on her side.

QR Code Link to This Post



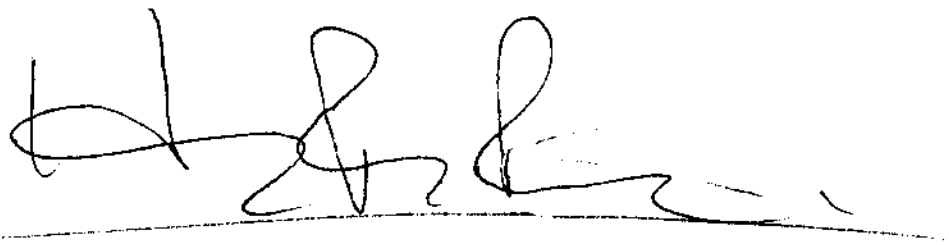
8.19.22

I, HUGH PRICE, RESPECTFULLY REQUEST  
A JURY TRIAL FOR CASE #

2022CV 4110100274 FOR WHICH

I WAS SERVED @ 815 PINE GROVE  
RD. ON MONDAY 8.15.22.

2022 AUG 15 4:01 PM  
CLERK OF COURT

X 

815 PINE GROVE RD.

AND

141 SPRUCE RD.

WARD, SC 29166

1/3/23

CASE NUMBER 2022CV4110100274

SARA FILLER VS HUGH PARKS PRICE

JURY STRIKE SCHEDULED 1/23/23

JURY TRIAL SCHEDULED 1/27/23

---

I, HUGH PRICE, APPEARING IN PERSON DO  
RESPECTFULLY REQUEST THAT TWO PREVIOUS (MY)  
MOTION HEARING REQUESTS BE CONVERTED TO  
THIS PRE-TRIAL MOTION HEARING REQUEST.  
ALSO, I WOULD REQUEST THAT IF PRE-TRIAL  
MOTIONS AND JURY STRIKE ARE SCHEDULED  
AT THE SAME HEARING, THAT EITHER,:

- (1) PRE-TRIAL MOTION HEARING IS  
SCHEDULED ASAP TO ALLOW ENOUGH TIME  
FOR WITNESS SUBPOENAS TO BE ISSUED  
AND SERVED, A MINIMUM OF TWO WEEKS  
BETWEEN HEARING AND TRIAL, OR,:

2. PRE-TRIAL MOTION HEARING IS SCHEDULED

1/3/23

SARA FILLER VS. HUGH DANKS PRICE

... OF JUROR INCONVENIENCE AND WASTED TIME AND RESOURCES OF COURT AND ALL PARTIES INVOLVED, PENDING POSSIBLE DISPOSITION OF CASE BY THE COURT. OR, :

3) COURT DATE CONTINUANCE GRANTED W/ JURY STRIKE AND PRE-TRIAL MOTION HEARING REMAINING THE SAME AS SET DATE, BUT ACTUAL JURY TRIAL RESCHEDULED TO ALLOW ADEQUATE TIME FOR OUT-OF-STATE WITNESS SUBPOENAS OR WITNESS REQUEST. IN STATE SUBPOENAS ALSO REQUIRE 10 BUSINESS DAYS TO BE ADEQUATELY AND TIMELY SERVED...

TO RE-ITERATE THE MATTERS TO BE CONSIDERED AT PRE-TRIAL MOTION HEARING ARE AS FOLLOWS:

- 3-  
1/3/23  
cont. d....

CASE # 2022CV4110100274

SARA FILLER VS. HUGH PARKS PRICE

- 1). POSSIBILITY of OBTAINING ADMISSIONS OF FACTS AND OF DOCUMENTS WHICH WILL AVOID UNNECESSARY PROOF.
- 2). DISPOSITION OF PENDING MOTIONS
- 3). THE ADVISABILITY OF REFERENCE OF ISSUES TO A MASTER (a) FOR FINDINGS TO BE USED AS EVIDENCE WHEN THE TRIAL IS TO BE BY JURY (b) DISPOSITION OF NON JURY ISSUES.
- 4). SUCH OTHER MATTERS AS MAY AID IN THE DISPOSITION OF THE ACTION.

PLEASE REFER TO TWO MOTION HEARING REQUESTS FILED SINCE RECORDED DATE FOR JURY STRIKE AND TRIAL 12/13/22

SIGNED BY DEFENDANT: 1/3/23

# SALUDA COUNTY SHERIFF'S OFFICE

Civil Process Division  
100 Law Enforcement Drive  
Saluda, SC 29138  
864-445-2112

## ***State of South Carolina*** ***County of Saluda***

Magistrate: JUDGE JOYCE SHULTZ  
Case Number: 2022CV4110100274

Plaintiff: FILLER, SARA  
-VS-  
Defendant: PRICE, HUGH PARKS

Service Of: PRICE, HUGH PARKS

Address: 815 PINE GROVE RD

## **AFFIDAVIT OF SERVICE**

PERSONALLY comes the undersigned, who says on oath that on the 6th day of January, 2023 at 12:13 PM, he/she served the MAGISTRATE SUMMONS by delivering unto PRICE, HUGH PARKS, - A PERSON OF AGE AND DISCRETION RESIDING WITH PRICE, HUGH PARKS at 815 PINE GROVE RD WARD, SC 29166 personally copy(ies) thereof. Service of process was made in accordance with applicable statutes and the Rules of Civil Procedures in effect at the time of service.

### **Notary Statement**

SWORN to before me on this the 6th day of January, 2023.

Marine Seth Wilkins }  
Notary Public for the State of South Carolina }

My Commission Expires

April 15, 2029 }

TB MacLaughlin 614 2667  
MACLAUGHLIN, TED

# SALUDA COUNTY SHERIFF'S OFFICE

Civil Process Division  
100 Law Enforcement Drive  
Saluda, SC 29138  
864-445-2112

## ***State of South Carolina*** ***County of Saluda***

Magistrate: JUDGE JOYCE SHULTZ  
Case Number: 2022CV4110100274

Plaintiff: FILLER, SARA  
-VS-  
Defendant: PRICE, HUGH PARKS

Service Of: FILLER, SARA

Address: 202 DUBOSE ST  
RIDGE SPRING SC 29129

## **AFFIDAVIT OF SERVICE**

PERSONALLY comes the undersigned, who says on oath that on the 6th day of January, 2023 at 01:54 PM, he/she served the MAGISTRATE SUMMONS by delivering unto FILLER, SARA, - A PERSON OF AGE AND DISCRETION RESIDING WITH FILLER, SARA at 202 DUBOSE ST RIDGE SPRING, SC personally copy(ies) thereof. Service of process was made in accordance with applicable statutes and the Rules of Civil Procedures in effect at the time of service.

### **Notary Statement**

SWORN to before me on this the 6th day of January, 2023.

Heather Clary )  
Notary Public for the State of South Carolina )

My Commission Expires November 18, 2032 )

Scott Wilson  
Scott Wilson

# SALUDA COUNTY SHERIFF'S OFFICE

Civil Process Division  
100 Law Enforcement Drive  
Saluda, SC 29138  
864-445-2112

## ***State of South Carolina*** ***County of Saluda***

Magistrate: W. R. FREEMAN  
Case Number: 2022CV4110100274

Plaintiff: FILLER, SARA  
-VS-  
Defendant: PRICE, HUGH PARKS

Service Of: PRICE, HUGH PARKS

Address: 815 PINE GROVE RD

## **AFFIDAVIT OF SERVICE**

PERSONALLY comes the undersigned, who says on oath that on the 20th day of December, 2022 at 10:28 AM, he/she served the NOTICE OF A JURY STRIKE by delivering unto PRICE, HUGH PARKS, - A PERSON OF AGE AND DISCRETION RESIDING WITH PRICE, HUGH PARKS at 815 PINE GROVE RD personally copy(ies) thereof. Service of process was made in accordance with applicable statutes and the Rules of Civil Procedures in effect at the time of service.

### **Notary Statement**

SWORN to before me on this the 20th day of December, 2022.

Heather Clay )  
Notary Public for the State of South Carolina )

My Commission Expires November 18, 2032 )

Scott Wilson  
Scott Wilson

# SALUDA COUNTY SHERIFF'S OFFICE

Civil Process Division  
100 Law Enforcement Drive  
Saluda, SC 29138  
864-445-2112

## ***State of South Carolina*** ***County of Saluda***

Magistrate: W. R. FREEMAN  
Case Number: 2022CV4110100274

Plaintiff: FILLER, SARA  
-VS-  
Defendant: PRICE, HUGH PARKS

Service Of: PRICE, HUGH PARKS

Address: 815 PINE GROVE RD

## **AFFIDAVIT OF SERVICE**

PERSONALLY comes the undersigned, who says on oath that on the 20th day of December, 2022 at 10:28 AM, he/she served the SUBPOENA by delivering unto PRICE, HUGH PARKS , - A PERSON OF AGE AND DISCRETION RESIDING WITH PRICE, HUGH PARKS at 815 PINE GROVE RD personally copy(ies) thereof. Service of process was made in accordance with applicable statutes and the Rules of Civil Procedures in effect at the time of service.

### **Notary Statement**

SWORN to before me on this the 20th day of December, 2022.

Heather Clay )  
Notary Public for the State of South Carolina )

My Commission Expires November 18, 2032 )

Scott Wilson  
Scott Wilson

**STATE OF SOUTH CAROLINA  
COUNTY OF SALUDA**

Hugh Price  
815 Pine Grove Rd  
Ward, SC 29166

**MAGISTRATE SUMMONS**

Be advised that a Motion has been filed in the below listed case. Therefore, you are hereby summoned to be and appear personally in the

**Saluda Magistrate  
108 South Rudolph Street  
Saluda, SC**

on **January 13, 2023 at 10:00 AM** to serve as a plaintiff/defendant/attorney/witness in a Motion Hearing in the case of:

**Sara Filler**

**Vs Hugh Parks Price**

\_\_\_\_\_  
**PLAINTIFF(S)**

\_\_\_\_\_  
**DEFENDANT(S)**

**CIVIL CASE #: 2022CV4110100274.**

**HEREIN FAIL NOT, ON PAIN OF FORFEITING THE LAWFUL PENALTY IN SUCH CASE  
MADE AND PROVIDED.**

  
\_\_\_\_\_  
Judge

**Saluda Magistrate  
108 South Rudolph Street  
Saluda, SC 29138  
Phone: (864) 445-4500  
Fax: (864) 445-3684**

**January 5, 2023**

**STATE OF SOUTH CAROLINA  
COUNTY OF SALUDA**

Sara Filler  
202 Dubose st  
Ridge Spring, SC 29129

**MAGISTRATE SUMMONS**

Be advised that a Motion has been filed in the below listed case. Therefore, you are hereby summoned to be and appear personally in the

**Saluda Magistrate  
108 South Rudolph Street  
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Sara Filler

Vs Hugh Parks Price

\_\_\_\_\_  
PLAINTIFF(S)

\_\_\_\_\_  
DEFENDANT(S)

**CIVIL CASE #: 2022CV4110100274.**

**HEREIN FAIL NOT, ON PAIN OF FORFEITING THE LAWFUL PENALTY IN SUCH CASE  
MADE AND PROVIDED.**

  
\_\_\_\_\_  
Judge

**Saluda Magistrate  
108 South Rudolph Street  
Saluda, SC 29138  
Phone: (864) 445-4500  
Fax: (864) 445-3684**

**January 5, 2023**

**RECEIVED**

**Feb 20 2024**

**SC Court of Appeals**

Certificate of Counsel

---

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

February 20, 2024

/s/ Rolf M. Baghdady  
Rolf M. Baghdady  
Rolf M. Baghdady, P.A.  
118 Cobblestone Court  
Chapin, South Carolina 29036-9705  
(803) 345-7653  
E-mail: rolf@rolfbaghdady.com  
Attorney for Appellant