

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

IN THE COURT OF COMMON PLEAS
FOR THE FIRST JUDICIAL CIRCUIT
EQUITY DIVISION
CASE NUMBER.: 2021-CP-18-01535

Sinclair Brown, Jr. and Joetta A. Brown,

Plaintiffs,

vs.

FINAL DECREE

George B. Corrie, II, Shawna Corrie,
Anthony Wayne All, Sandra Rae All, Paul
W. Jones, Madelyn W. Jones, Keith A.
Murray, Stephanie L.R. Murray, Dollar
Bank Federal Savings Bank, The Bank of
South Carolina, John Doe and Mary Roe,
fictitious names representing all unknown
persons who may claim any right, title or
interest or lien upon the subject real
estate, as well as anyone who may be
incompetents, in the military, or under any
legal disability, and Richard Roe and
Sarah Doe, fictitious names representing
all unknown heirs and devisees,

Defendants.

ALSO PRESENT:

Shawna Corrie, Defendant

RECEIVED
Mar 15 2024
SC Court of Appeals

HEARING DATE: Monday, October 16, 2023
Honorable James Chellis
Dorchester County Courthouse
5200 East Jim Bilton Boulevard
Saint George, SC 29477

REPORTED BY: Ashley Manini

Plaintiffs: Sinclair Brown, Jr. and Joetta A. Brown
Defendants: George B. Corrie and Shawna Corrie
Case Number: 2021CP1801535
Final Decree:

ON BEHALF OF PLAINTIFFS SINCLAIR BROWN, JR., AND
 JOETTA A. BROWN:
 G. HAMLIN O'KELLEY, III, ESQUIRE
 Buist Byars & Taylor LLC
 652 Coleman Boulevard, Suite 200
 Mount Pleasant, SC 29464
hamlin.okelley@buistbyars.com

ON BEHALF OF DEFENDANTS GEORGE B. CORRIE, II, AND
 SHAWNA CORRIE:
 STEVEN L. SMITH, ESQUIRE
 Smith Closser PA
 7455 Cross Country Road, Suite One
 Charleston, SC 29423-0578
ssmith@scnlaw.com

ON BEHALF OF DEFENDANT MADELYN W. JONES:
 DAVID L. LITTLE, JR., ESQUIRE
 Law Office of David L. Little, Jr. LLC
 213 North Parler Avenue
 Saint George, SC 29477
david@dllawsc.com

INTRODUCTION

This case is a dispute between two (4) landowners, who own 2 contiguous parcels. The Plaintiffs Brown are co-tenants to one parcel. The Defendants Corrie are co-tenants to the other parcel. The two (2) parcels derive from a common owner, Defendants Jones¹. The Plaintiffs Brown and Defendants Corrie share a common boundary.

In 2005 the Defendants Jones subdivided a sixty-seven plus (67.134) acre tract of land into Five (5) parcels. They commissioned a surveyor to survey and plat the subdivision. Four of the parcels are lots. The fifth parcel is the residual tract from an original tract of 67.134 acres. The Jones sold the subdivided 4 lots by reference to the same plat to different purchasers. These 4 lots are on a public highway.

Upon her husband's death, Mrs. Jones held the title to the residual tract. After his death, Mrs. Jones conveyed the residual acreage, expressly stating her conveyance is less and excepting the 4 lots previously conveyed pursuant to the subdivision plat².

¹ Paul Jones is deceased.

² The description takes exception to another lot that is not shown on the subdivision tract and conveyed to a third party prior to the subdivision.

A peculiar feature on the subdivision plat is the description, “Proposed Pond,” which is drawn on the plat. The backlines of 3 lots are within the lines of the “Proposed Pond.” The fourth lot’s back corner notches the residual parcel, nonetheless, within the lines of the “Proposed Pond.”

The Jones described each of the 4 parcels as acreage adding the parenthetical phrase set off by commas, “[‘0.xx’] acres pond,” as shown on the subdivision plat. Then the Jones state, “said lot having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.”

The “Proposed Pond” exists as a body of water at the back of the four (4) lots fronting on the public highway.

Access to the residual tract is by way of a “flagpole” strip aside one parcel. The Defendants Corrie own the residual tract, which is described below. They acquired it from a previous owner, Defendants All, who acquired the property directly from the Mrs. Jones. The Plaintiffs Brown own Lot 3, which is described below, having acquired it, too, from an owner who had purchased directly from the Jones, Defendants Murray.

After the Defendants Corrie bought the property in 2021, they built a fence on their property along the property line that is common with lots along the public road. The fence does not tie into the common corner of the notch on the fourth lot.

The owners of the three lots, whose access to the pond the Defendants Corrie cut off by the fence, were not pleased with the fence. The Browns sought the advice of a lawyer. This action ensued.

The Jones’ subdivision leaves much to be desired. The conveyances of the four parcels are not impressed with express covenants. The uses and purposes of the “Proposed Pond” are not defined by covenant. But the “Proposed Pond” indeed was dug and is now a body of water - a pond.

Inevitably, as time inexorably goes on, a dispute between property owners of the residual parcel and one or more of the lot owners over rights in and to the pond, which is an attractive amenity to a few acres in the country, arises. So, when express agreements are not available to establish the rights between adjoining landowners, who derive the property from a common

source, this Court is called upon, inevitably, to sort the rights out and establish them according to ‘what the law’ says.

This Court is not aware of any statute, which addresses the facts at hand, from a civil law perspective. But, in South Carolina, several cases with similar, but not exact fact patterns, have made their way to our Supreme Court. So, this Court looks to those cases to declare the property rights between the parties as they relate to the pond, which is the one amenity that influenced the actions of the Corries and the Browns.

To arrive at a meaningful declaration of rights, however, this Court will first summarize the proceedings. Then the Court will make findings of fact based on the evidence presented to it. Given the facts before it, the Court will draw conclusions of law. From the facts and the law, the Court will issue its order that declares the rights of the parties under the circumstances here.

Procedural Summary

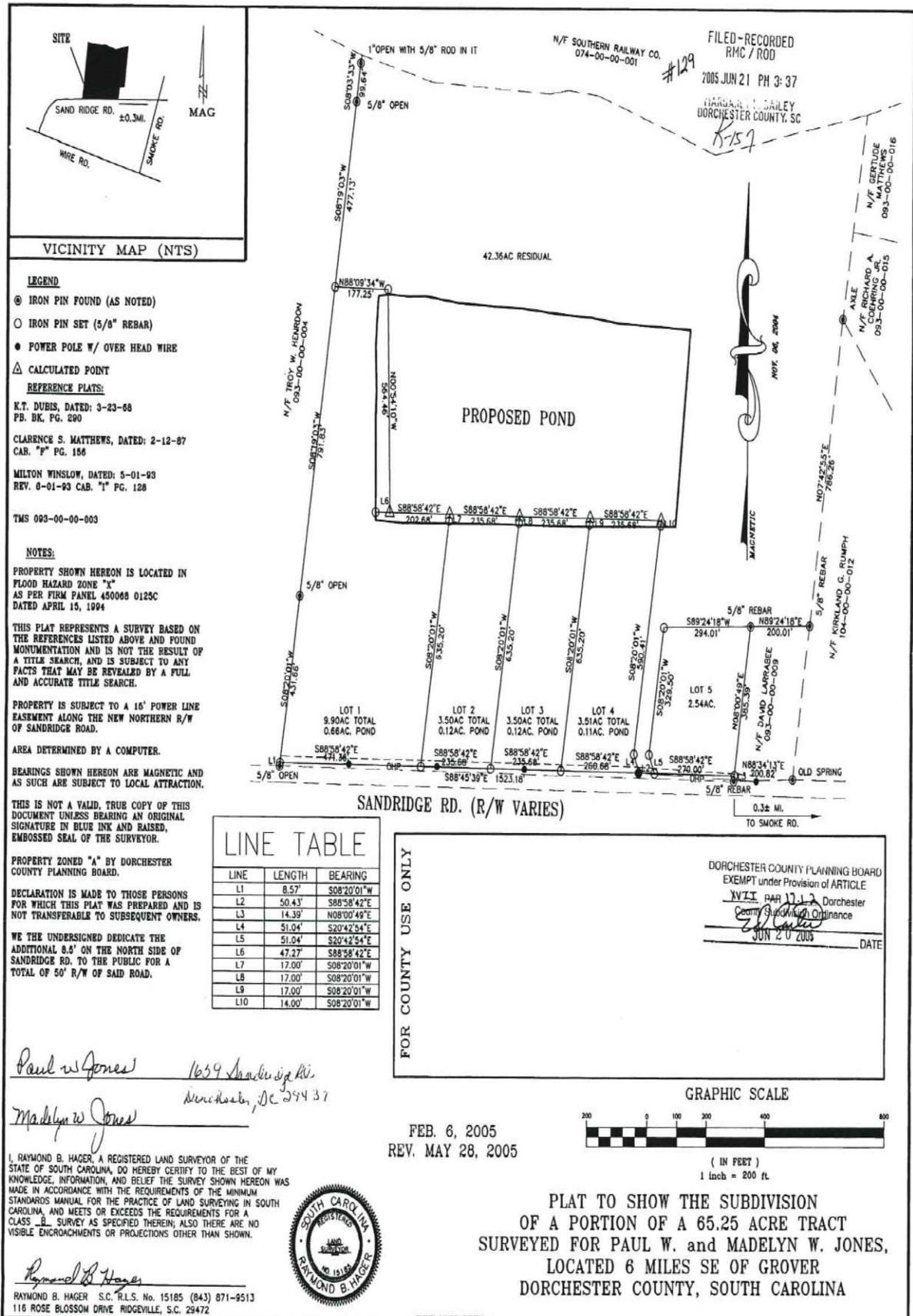
On November the 29th 2022, the Honorable Diane S. Goldstein referred this case to me with the directive to determine all outstanding issues by way of a final hearing on the merits and issue an order with any appeal directly to the South Carolina Court of Appeals. At the time the case came within this Court’s jurisdiction all the pre-trial procedural matters had been disposed with exception of cross motions for summary judgment by the only remaining parties, the Plaintiffs Brown and the Defendants Corrie. This Court denied the motions for Summary Judgment. The case came to be tried by me on October 16, 2023.

Plaintiff brought this action pursuant to the provisions of the South Carolina Declaratory Judgments Act, S.C. Code Ann. § 15-53-10, et seq. to obtain a declaration of the rights, status, and other legal relationships of the Browns and the Corries in respect to the real estate herein described. Plaintiff’s complaint also asks for relief from Defendants Corries’ alleged trespass and nuisance arising from the Defendant’s erection of a fence across the back of their property interfering in the Plaintiff’s quiet enjoyment of their property.

Prior to the case proceeding to trial, the Defendants All, and Defendants Murray, were dismissed. The Plaintiff’s lender did not file and answer. The Defendants Corrie’s lender filed an answer but did not appear. Otherwise, the appearances are noted above.

FINDINGS OF FACT

1. On June 21, 2005, Paul W. Jones And Madelyn W. Jones filed or caused to be filed in the Office of the Register of Deeds for Dorchester County (ROD) a plat of survey they commissioned by Hager G. Metts (the Metts Plat)³. The Metts Plat (Exhibit 1) is as follows:



5. On March 10, 2011, Keith A. Murray and Stephanie L.R. Murray recorded a deed of conveyance of real property they bought for the sum of Forty-two Thousand (\$42,000.00) from Madelyn W. Jones and Paul W. Jones on February 23, 2011⁶. The Jones formerly described the property, as follows:

ALL that certain piece, parcel or lot of land, together with the buildings and improvements thereon if any, situate, lying and being in Givhans Township, County of Dorchester, State of South Carolina, being shown and designated as LOT 3, 3.50 AC. TOTAL, 0.12 AC. POND, more or less, as more particularly shown on that certain plat entitled, "PLAT TO SHOW THE SUBDIVISION OF A PORTION OF A 65.25 ACRE TRACT SURVEYED FOR PAUL WAND MADELYN W JONES, LOCATED 6 MILES SE OF GROVER, DORCHESTER COUNTY, SOUTH CAROLINA," dated February 6, 2005 and revised May 28, 2005, prepared by Raymond B. Hager, S. C. RLS. No. 15185, and recorded June 21, 2005 in Plat Cabinet K, page 157; said lot having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

Being a portion of the same property conveyed to Paul W Jones and Madelyn W Jones herein by deed of Harold G. Fee, Jr., and Jo K. Fee dated March 23, 1990 and recorded in the RMC Office of Dorchester County in Book 734, page 67.

Exhibit 5.

2. On March 27, 2014, Keith A. Murray and Stephanie L.R. Murray conveyed the same real property to the Plaintiffs for Forty Thousand (\$40,000.00)⁷. The Murrays described the real property as follows:

ALL that certain piece, parcel or lot of land, together with the buildings and improvements thereon if any, situate, lying and being in Givhans Township, County of Dorchester, State of South Carolina, being shown and designated as LOT 3, 3.50 AC. TOTAL, 0.12 AC. POND, more or less, as more particularly shown on that certain plat entitled, "PLAT TO SHOW THE SUBDIVISION OF A PORTION OF A 65.25 ACRE TRACT SURVEYED FOR PAUL WAND MADELYN W JONES, LOCATED 6 MILES SE OF GROVER, DORCHESTER COUNTY, SOUTH CAROLINA," dated February 6, 2005 and revised May 28, 2005, prepared by Raymond B. Hager, S. C. RLS. No. 15185, and recorded June 21, 2005 in Plat Cabinet K, page 157; said lot having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

BEING the same property conveyed to Keith A. Murray and Stephanie L.R. Murray herein by deed of Paul W Jones and Madelyn W Jones dated February 23, 2011 and

⁶ Recorded in Book 7897, at page 276, ROD. This deed was subsequently recorded again to correct a typographic error in the TMS.

⁷ Recorded in Book 9229, at page 21, ROD on April 1, 2014.

recorded in the RMC Office for Dorchester County in Book 7824, page 257 and rerecorded in Book 7897, page 274, aforesaid records.

SUBJECT to any and all restrictions, covenants, conditions, easements, rights of way and all other matters affecting subject property of record in the Office of the RMC⁸ for Dorchester County, South Carolina.

TMS Number: 093-00-00-025

(hereafter Lot 3). Exhibit 4

3. The Plaintiffs purchased Lot 3 pursuant to the Metts plat.
4. On July 25, 2018, Madelyn W. Jones conveyed the residual property shown on the Metts plat to Anthony Wayne All and Sandra Ray All. Mrs. Jones formerly described the property as

All that certain piece, parcel or tract of land, together with any buildings and improvements thereon, situate, lying and being in Givhans Township, County of Dorchester, State of South Carolina, measuring and containing 67.134 acres, more or less, butting and bounding now or formerly according to the Plat hereinafter referenced as follows: North by lands of Southern Railroad; East by lands of Winston W. Rumph and Mary Lee Hall; South by the Rosses Road; and West by lands of J.B. Rumph, Jr. and designated as Tract 1-B, Harold and Jo K. Fee, on a plat by Clarence S. Matthews, RLS dated February 12, 1987, said plat being recorded in the ROD Office for Dorchester County in Plat Cabinet F at Page 156 and by reference incorporated herein and made a part hereof.

LESS AND EXCEPTING: Lot 1, Lot 2, Lot 3, Lot 4 and Lot 5 on that certain plat entitled, "PLAT TO SHOW THE SUBDIVISION OF A PORTION OF 65.25 ACRE TRACT SURVEYED FOR PAUL W. AND MADELYN W. JONES, DORCHESTER COUNTY, SOUTH CAROLINA", prepared by Raymond D. Hager, RLS, and recorded in the ROD Office for Dorchester County on June 21, 2005 in Plat Cabinet K at Page 157.

AND LESS AND EXCEPTING, 1.82 acres, more or less, conveyed by Paul W. Jones and Madelyn W. Jones to Douglas B. Carner and Rebecca J. Carner dated July 1, 1994, said deed being recorded on July 6, 1994 in the ROD Office for Dorchester County in Book 1346 at Page 264. Said tract shown as Tract 1-B-2, containing 1.82 acres on a plat entitled, "Plat of 21.12 Acres Surveyed for Paul W. & Madelyn Jones, Givhans Township," recorded on June 28, 1993 in Plat Book I at page 128.

SUBJECT TO ANY AND ALL RESTRICTIONS AND EASEMENTS OF RECORD.

BEING a portion of the same property conveyed to Paul W. Jones and Madelyn W. Jones by deed of Harold G. Fee, Jr. and Jo K. Fee dated March 23, 1990 and recorded in the RMC Office for Dorchester County in Book 734 at Page 67 on March 23, 1990. The said Paul W. Jones having departed this life on February 29, 2012, his estate being filed in the Dorchester County Probate court Case No. 2012ES18-226 leaving the property to his wife, Madelyn W. Jones a/k/a Madelyn Whetsell Jones. A deed of distribution from the

⁸ RMC is the same as the ROD

Estate of Paul Wesley Jones a/k/a Paul W. Jones is dated October 1, 2014 and recorded in the RMC Office for Dorchester County on October 6, 2014 in Book 9461 at page 86 and a corrective Deed of Distribution dated November 17, 2014 and recorded in the RMC Office for Dorchester County on January 12, 2015 in Book 9579 at page 111 and re-recorded on April 9, 2015 in Book 9684 at page 151.

TMS # 093-00-00-003

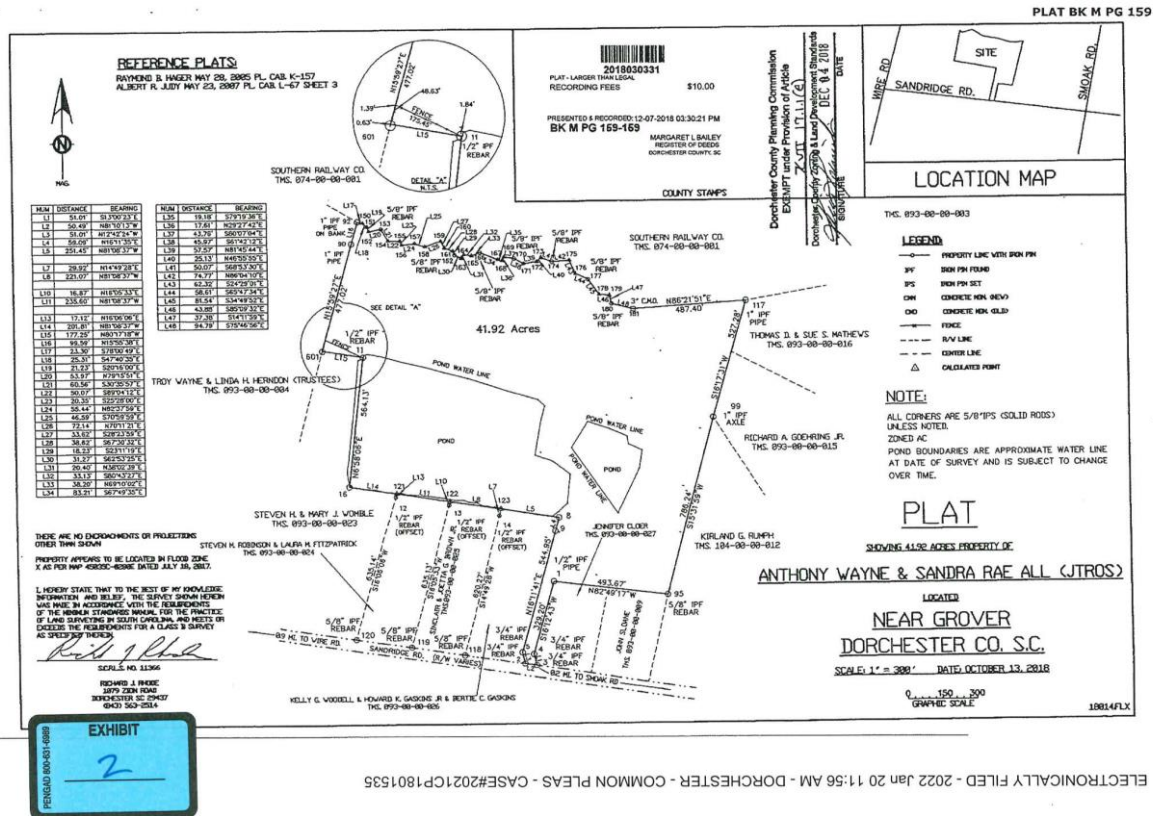
Grantees' Address: 775 School House Rd, Dorchester, South Carolina 29437

Exhibit 7

5. The All's commissioned a survey of the residual property they had purchased from Mrs. Jones. Richard A Rhode, SCRLS, surveyed the residual tract and produced the following plat of survey:

Exhibit E

E



ALL that certain lot, piece or parcel of land, situate lying and being in Dorchester County, South Carolina, shown and designated as, "41.92 Acres," more or less, on that certain plat entitled, "PLAT SHOWING 41.92 ACRES PROPERTY OF ANTHONY WAYNE & SANDRA RAE ALL (JTROS) LOCATED NEAR GROVER DORCHESTER CO. S.C.," dated October 13, 2018 and prepared by Richard J. Rhode, SCRLS No 11366, and recorded December 7, 2018 in Plat Book M, page 159 in the Dorchester County Register of Deeds Office. Reference to said plat may be had for a more full and complete description thereof.

This being the same property as conveyed to Anthony Wayne All and Sandra Rae All by deed of Madelyn W. Jones, dated July 25, 2018 and recorded July 26, 2018 in Book 11470 at Page 1 in the Dorchester County Register of Deeds Office.

SUBJECT to any and all restrictions, covenants, conditions, easements, rights of way and all other matters affecting subject property of record in the Office of the RMC for Dorchester County, South Carolina.

TMS No.: 093-00-00-003

**GRANTEE'S ADDRESS: 219 Westminster Avenue
Summerville, SC 29485**

Exhibit 6

8. The description references the Rhode Plat.
9. The Alls' property description Defendants Corrie's deed does not affect the character of the underlying title⁹. Moreover, the All's description includes language that the real property that is conveyed by the deed remains subject to all easements and all other matters affecting the subject property of record in the ROD.
10. At the time the Metts' survey the "Proposed Pond" was under construction. 29/4-5
11. Mr. Jones used a backhoe to dig a trench that part of the pond he was constructing. 28/22 – 29/1
12. The calculated points on the Metts Survey were in the trench that Mr. Jones was digging along the edge of the pond. 31/2-6
13. The Plaintiffs Brown own 0.12 acres of the pond.
14. The water level of the pond does not define the contour of the pond.
15. The "top of the slope" as shown on Exhibit 3 is the best approximate location of the south outer edge or contour of the pond within the north lot line Lot 3.

⁹ a deed cannot operate to convey an interest which the grantors do not have in the land described in the deed. [*Blue v. Fetner*, 251 S.C. 600, 606–07, 164 S.E.2d 753, 756 \(1968\)](#)

16. The Plaintiff's acquired a special property interest in the proposed pond as shown on the Metts plat.
17. The Plaintiff's Special property interest is a private right of access to the pond shown on the Metts plat as a "Proposed Pond," and on the Rhode Plat as a Pond.
18. The Plaintiff's Special property interest is a private easement to use and enjoy the pond.
19. The Defendants Corrie cannot unreasonably interfere with the Plaintiff's special property interest, the Plaintiff's private access easement to the Pond, and the use and enjoyment of the pond.
20. The Defendants erection of a fence across the common boundary line of the Plaintiffs Brown and the Defendants Corrie, albeit within their property line, unreasonably interferes with the Plaintiff's private access easement to the Pond, in which the Plaintiffs Brown have a special property interest to use and enjoy.
21. The Defendants Corrie must remove the fence along the common boundary of the Plaintiffs Brown and the Defendants Corrie.
22. The Corrie's construction of the fence fails to arise to an invasion of the Plaintiff's exclusive possession of their land.
23. The Plaintiff failed to produce sufficient evidence of harm even if the construction of the fence were to arise to an invasion of the Plaintiff's exclusive possession of their land because it unreasonably interfered with the special property interest described in paragraphs 14 & 15 above.
24. The Corrie's unreasonable interference with the Plaintiff's private right of access and special property interest to use and enjoy the pond is not an actionable trespass.
25. The private right of access and special property right are easements.
26. The private right of access and the special property right are appurtenant easements to the Plaintiffs Browns' Lot 3 as described above.
27. The private right of access and special property right run with the land.
28. The private right of access and special property right are inheritable.
29. The private right of access and special property right is not an heritament.
30. The Corries' fence is a thing that essentially interferes with the enjoyment of Plaintiff Browns' property, which includes the private right of access and special property right the

Plaintiffs Brown have in the use and enjoyment of the pond, an appurtenant easement to Plaintiff Browns' Lot 3. 43/11 - 44/22

31. The fence described above is a private nuisance.
32. The Plaintiffs Brown did not produce sufficient evidence of the damages sustained by them from the private nuisance created by the Defendants Corrie.
33. Each of the foregoing Findings of Fact shall be construed as a Conclusion of Law.

CONCLUSIONS OF LAW

34. In [*Cason v. Gibson*, 217 S.C. 500, 509–10, 61 S.E.2d 58, 62 \(1950\)](#), the Supreme Court states: 'Persons owning lots fronting on or adjacent to property dedicated as public parks or *510 squares, or streets, highways, and the like, have such special property interests as entitle them to maintain a suit for the enforcement and preservation of the use of the property as such. This right is not affected by the fact that the dedication has never been accepted by the municipal authorities.' 26 C.J.S., Dedication, § 71, p. 161.

35. The Plaintiffs Brown own Lot 3, per the Metts Plat, which is adjacent to a Pond as shown on that Plat. The Plaintiffs Brown have a special property interest as entitle them to enforce and preserve the use of the Pond.

36. The Defendants Corrie have unreasonably interfered with the use of the Pond by the Plaintiffs Brown by erecting a fence along the common property line, or even just inside the common property line, in such a manner as to unreasonably interfere with the Browns use of the Pond.

37. The Defendants Corrie must remove the fence so as to allow Plaintiffs the right of access to and the special property interest in the use of the Pond.

38. The Plaintiffs Brown own a special property interest to use the pond by way of a private access easement.

39. The Defendants Corrie have not trespassed against the Plaintiffs Brown. "[T]respas is any intentional invasion of the plaintiff's interest in the exclusive possession of his property...." *Hedgepath v. Am. Tel. Tel. Co.*, 348 S.C. 340, 356, 559 S.E.2d 327, 337 (Ct.App.2001) (quoting *Silvester v. Spring Valley Country Club*, 344 S.C. 280, 286, 543 S.E.2d 563, 566 (Ct.App.2001),

cert. denied (citing *Ravan v. Greenville County*, 315 S.C. 447, 434 S.E.2d 296 (Ct.App.1993))). “To constitute actionable trespass, however, there must be an affirmative act, invasion of land must be intentional, and harm caused must be the direct result of that invasion.” *Snow v. City of Columbia*, 305 S.C. 544, 553, 409 S.E.2d 797, 802 (Ct.App.1991); *accord Mack v. Edens*, 320 S.C. 236, 240, 464 S.E.2d 124, 127 (Ct.App.1995). The gist of trespass is the injury to possession, and generally either actual or constructive possession is sufficient to maintain an action for trespass. *Macedonia Baptist Church v. City of Columbia*, 195 S.C. 59, 71, 10 S.E.2d 350, 355 (1940).

40. The Plaintiffs Brown failed to establish that the Defendants Corrie have committed an actionable trespass. For a trespass action to lie, “the act must be affirmative, the invasion of the land must be intentional, and the harm caused by the invasion of the land must be the direct result of that invasion.” *Mack v. Edens*, 320 S.C. 236, 240, 464 S.E.2d 124, 127 (Ct.App.1995). [*Hawkins v. City of Greenville*, 358 S.C. 280, 296–97, 594 S.E.2d 557, 565–66, 2004 WL 549601 \(Ct. App. 2004\)](#)

41. In *Proctor v. Steedley*, 398 S.C. 561, 572, 730 S.E.2d 357, 363, 2012 WL 2819372 (Ct. App. 2012), our Court of Appeals drawing on precedent from the Supreme Court provides the following guidance concerning the nature of easements:

“An easement is a right which one person has to use the land of another for a specific purpose, and gives no title to the land on which the servitude is imposed. An easement is therefore not an estate in lands in the usual sense. An easement may be created by reservation in a deed.

Citing, *Windham*, 381 S.C. at 201, 672 S.E.2d at 582 (citations and quotation marks omitted).

“The character of an express easement is determined by the nature of the right and *the intention of the parties creating it*. An easement in gross is a mere personal privilege to use the land of another; the privilege is incapable of transfer. In contrast, an appurtenant easement inheres in the land, concerns the premises, has one terminus on the land of the party claiming it, and is *essentially necessary to the enjoyment thereof*. It also passes with the dominant estate upon conveyance. *Unless an easement has all the elements necessary to be an appurtenant easement, it will be characterized as a mere easement in gross*. Where language

in a plat reflecting an easement is capable of more than one construction, that construction which least restricts the property will be adopted.”

42. In [*Charleston Dev. Co., LLC v. Alami*, 433 S.C. 533, 547–48, 860 S.E.2d 687, 695, 2021 WL 2559172 \(Ct. App. 2021\)](#), Judge Thomas, writing for the court of Appeals and drawing from Supreme ‘court precedence, provides the following guidance concerning private nuisance:

“A private nuisance is anything done to the hurt or annoyance of the lands, tenements, or hereditaments of another. It produces damage to but one or two persons, and cannot be said to be public.”³ [Footnote 3 states, “According to Black’s Law Dictionary, a tenement is “a house or other building used as a residence” and a hereditament is “real property; land.” *Black’s Law Dictionary* (7th ed. 1999).”] *Deason v. Southern Ry. Co.*, 142 S.C. 328, 334, 140 S.E. 575, 577 (1927); *see also Babb v. Lee Cnty. Landfill SC, LLC*, 405 S.C. 129, 138, 747 S.E.2d 468, 473 (2013) (stating a nuisance is a real injury to a man’s lands and tenements and a private nuisance is anything done to the hurt or annoyance of the lands, tenements, or hereditaments of another); *Blanks v. Rawson*, 296 S.C. 110, 113, 370 S.E.2d 890, 892 (Ct. App. 1988) (“A nuisance has been defined as ‘anything which works hurt, inconvenience, or damages; anything which essentially interferes with the enjoyment of life or property.’” (quoting *Strong v. Winn-Dixie Stores*, 240 S.C. 244, 253, 125 S.E.2d 628, 632 (1962))). “Generally, a private nuisance is that class of wrongs that arises from the unreasonable, unwarrantable, or unlawful use by a person of his own property, personal or real.” *O’Cain v. O’Cain*, 322 S.C. 551, 561, 473 S.E.2d 460, 466 (Ct. App. 1996).” [This Court’s emphasis].

43. The Defendants Corrie unreasonably used their own property by erecting a fence that interferes with the Plaintiff Browns enjoyment of their property by interfering with the Browns private access easement to the pond and special property interest to use the pond.

44. The private nuisance must be abated by the Defendants Corrie’s removal of the fence along the common property line of the Plaintiffs Brown and the Defendants Corrie.

45. Each of the Conclusions of Law shall be construed as Findings of Fact. NOW, THEREFORE, IT IS

46. ORDERED, ADJUDGED AND DECREED that the Plaintiff’s own 0.12 acres of the pond. FURTHER, IT IS

47. ORDERED, ADJUDGED AND DECREED that the Plaintiff’s acquired a special property interest in the proposed pond as shown on the Metts plat. FURTHER, IT IS

48. ORDERED, ADJUDGED AND DECREED that the Plaintiff's Special property interest is a private right of access to the pond shown on the Metts plat as a "Proposed Pond," and on the Rhode Plat as a Pond. FURTHER, IT IS

49. ORDERED, ADJUDGED AND DECREED that the Plaintiff's Special property interest is a private easement to use and enjoy the pond. FURTHER, IT IS

50. ORDERED, ADJUDGED AND DECREED that the Defendants Corrie cannot unreasonably interfere with the Plaintiff's special property interest, the Plaintiff's private access easement to the Pond, and the use and enjoyment of the pond. FURTHER, IT IS

51. ORDERED, ADJUDGED AND DECREED that Defendants Corrie shall remove within ten (10) days of entry of this Order the fence along the common boundary between them and the Plaintiffs Brown. FURTHER, IT IS

52. ORDERED, ADJUDGED AND DECREED that Plaintiffs Brown's action for trespass is dismissed with prejudice. FURTHER, IT IS

53. ORDERED, ADJUDGED AND DECREED that the Defendant Corries' fence described above is a private nuisance. FURTHER, IT IS

54. ORDERED, ADJUDGED AND DECREED that the Plaintiffs Brown did not produce sufficient evidence of the damages sustained by them from the private nuisance created by the Defendants Corrie. FURTHER, IT IS

55. ORDERED, ADJUDGED AND DECREED that the Plaintiffs Brown's action for private nuisance is dismissed with prejudice. FURTHER, IT IS

56. ORDERED, ADJUDGED AND DECREED each party shall pay its own costs and attorneys' fees.

IT IS SO ORDERED!

The Electronic signature of the Master in Equity for Dorchester County follows:



Dorchester Common Pleas

Case Caption: Sinclair Brown Jr , plaintiff, et al VS George B Corrie II , defendant, et al
Case Number: 2021CP1801535
Type: Master/Order/Other

So Ordered

s/James E. Chellis, Master in Equity, SCJD#3078

IN THE COURT OF COMMON PLEAS
FOR THE FIRST JUDICIAL CIRCUIT

SINCLAIR BROWN, JR., and JOETTA

A. BROWN,

Plaintiffs,

v.

Case No.

GEORGE B. CORRIE, II, SHAWNA

2021-CP-18-

CORRIE, ANTHONY WAYNE ALL,

01535

SANDRA RAE ALL, PAUL W. JONES,

MADELYN W. JONES, KEITH A

MURRAY, STEPHANIE L.R. MURRAY,

DOLLAR BANK FEDERAL SAVINGS

BANK, THE BANK OF SOUTH CAROLINA,

JOHN DOE and MARY ROE,

fictitious names representing

all unknown persons who may

claim any right, title, or

interest or lien upon the

subject real estate, as well

as anyone who may be incompetents,

in the military, or under any

legal disability, and RICHARD ROE

and SARAH DOE, fictitious names

representing all unknown heirs

Page 2 1 and devisees, 2 Defendants 3 4 HEARING 5 DATE: Monday, October 16, 2023 6 TIME: 11:57 a.m. 7 BEFORE: Honorable James Chellis 8 LOCATION: Dorchester County Courthouse 9 5200 East Jim Bilton Boulevard 10 Saint George, SC 29477 11 REPORTED BY: Ashley Manini 12 JOB NO.: 5992467 13 14 15 16 17 18 19 20 21 22 23 24 25	Page 4 1 A P P E A R A N C E S (Cont'd) 2 ON BEHALF OF DEFENDANT MADELYN W. JONES: 3 DAVID L. LITTLE, JR., ESQUIRE 4 Law Office of David L. Little, Jr. LLC 5 213 North Parler Avenue 6 Saint George, SC 29477 7 david@dllawsc.com 8 (803) 412-8614 9 10 ALSO PRESENT: 11 Shawna Corrie, Defendant 12 13 14 15 16 17 18 19 20 21 22 23 24 25
Page 3 1 A P P E A R A N C E S 2 ON BEHALF OF PLAINTIFFS SINCLAIR BROWN, JR., AND 3 JOETTA A. BROWN: 4 G. HAMLIN O'KELLEY, III, ESQUIRE 5 Buist Byars & Taylor LLC 6 652 Coleman Boulevard, Suite 200 7 Mount Pleasant, SC 29464 8 hamlin.okelley@buistbyars.com 9 (843) 856-4488 10 11 ON BEHALF OF DEFENDANTS GEORGE B. CORRIE, II, AND 12 SHAWNA CORRIE: 13 STEVEN L. SMITH, ESQUIRE 14 Smith Closser PA 15 7455 Cross Country Road, Suite One 16 Charleston, SC 29423-0578 17 ssmith@scnlaw.com 18 (843) 760-0220 19 20 21 22 23 24 25	Page 5 1 I N D E X 2 OPENING STATEMENT By Mr. O'Kelley 11 3 OPENING STATEMENT By Mr. Smith 12 4 CLOSING STATEMENT By Mr. O'Kelley 115 5 CLOSING STATEMENT By Mr. Smith 139 6 7 WITNESS(ES): DX CX RDX RCX 8 RAYMOND HAGER 9 By Mr. O'Kelley 17 27 10 By Mr. Smith 25 31 11 SINCLAIR BROWN, JR. 12 By Mr. O'Kelley 34 49 13 By Mr. Smith 45 50 14 By Mr. O'Kelley 54 15 By Mr. Smith 55 16 By Mr. O'Kelley 58 17 JOETTA BROWN 18 By Mr. O'Kelley 59 19 BRIAN KENDALL 20 By Mr. O'Kelley 62 21 By Mr. Smith 66 22 HEATHER REGAN 23 By Mr. O'Kelley 69 24 By Mr. Smith 74 25

Page 6				Page 8			
1	I N D E X (Cont'd)			1	P R O C E E D I N G S		
2	WITNESS(ES):	DX	CX RDX RCX	2	THE COURT: This is the matter of		
3	JOHN MICHAEL REGAN			3	Sinclair Brown, Jr., and Joetta Brown as plaintiffs		
4	By Mr. O'Kelley	78		4	against George B. Corrie, II, and Shawna Corrie and		
5	By Mr. Smith	81		5	others. The Civil Action number is 2021-CP-18-01535.		
6	MADELYN JONES			6	I would like each lawyer to announce their presence		
7	By Mr. O'Kelley	84		7	and who they have with them today so the record will		
8	RICHARD RHODE			8	be clear as to who is in the courtroom and what		
9	By Mr. O'Kelley	91		9	participation they will have in the witnesses and		
10	ELLIOTTE QUINN			10	parties. That kind of thing. Go ahead, Mr. O'Kelley.		
11	By Mr. O'Kelley	96	112	11	MR. O'KELLEY: Thank you, Your Honor.		
12	By Mr. Smith	101	113	12	May it please The Court, Hamlin O'Kelley, of the firm		
13	GEORGE BRUCE CORRIE			13	of Buist, Byars and Talyor of Mount Pleasant. I'm		
14	By Mr. Smith	128	136	14	here with the plaintiffs who are sitting at counsel		
15	By Mr. O'Kelley	130	137	15	table with me, Sinclair Brown, Jr., and Joetta Brown.		
16				16	They are going to be witnesses here along with some		
17				17	other folks in the case. One witness, Elliotte Quinn,		
18				18	has let us know for housekeeping, he's on the way.		
19				19	He's coming. He's not here yet.		
20				20	And as a matter of housekeeping, just		
21				21	to put it on the record, we have heard from the		
22				22	attorney for the Bank of South Carolina he was not		
23				23	going to be here today. I don't think anyone has a		
24				24	problem with that. And we have also heard this		
25				25	morning from Adam Barr, who is the guardian ad litem,		
Page 7				Page 9			
1	E X H I B I T S			1	who said to report to the court that unless he's		
2	NO.	DESCRIPTION	ID/EVD	2	needed, he wasn't planning on showing up. He has not		
3	Plaintiff:			3	heard from anyone, he's filed an answer for the		
4	Exhibit 1	Plat by Raymond Hager	18/	4	unknown parties, John Doe, Mary Roe, Richard Roe, and		
5	Exhibit 2	Plat by Richard Rhode	92/	5	Sarah Doe but has not heard from anybody since this		
6	Exhibit 3	Plat by Elliotte Quinn	49/	6	case was filed, Your Honor.		
7	Exhibit 4	Deed from Murray to Brown	35/	7	THE COURT: All right. Mr. Smith?		
8	Exhibit 6	Deed from All to Corrie	40/	8	MR. SMITH: Your Honor, my name is		
9	Exhibit 8	Deed from Jones to All	41/	9	Steve Smith. I represent the Corries in this action.		
10				10	As a matter of housekeeping, Anthony Wayne All and		
11				11	Sandra Rae All have been dismissed previously. Of		
12	NO.	DESCRIPTION	ID/EVD	12	course, we're somewhat reactionary because we're the		
13	Defendant:			13	defendants, but I do have probably four witnesses		
14	Exhibit 1	Photographs (21) of		14	including Mr. Quinn that I know of. My client, a		
15		Fencing/Pond	56/	15	couple of other surveyors that are here. And we're		
16				16	ready.		
17	(Exhibits Retained)			17	THE COURT: Thank you very much.		
18				18	Mr. Little?		
19				19	MR. O'KELLEY: And Your Honor, along		
20				20	those lines, there were two parties that stipulated to		
21				21	dismissal, the All's and the Murray's. And in those		
22				22	stipulations, both of those parties consented to the		
23				23	relief requested by my clients.		
24				24	THE COURT: All right. Mr. Little,		
25				25	you're here on behalf of Madelyn Jones; is that		

Page 10 1 correct? 2 MR. LITTLE: Yes, Your Honor. And Ms. 3 Jones is present in the courtroom. 4 THE COURT: Give the court reporter 5 your full name, please, sir. 6 MR. LITTLE: David L. Little, Jr. 7 THE COURT: And you're here for 8 Madelyn? 9 MR. LITTLE: Defendant Madelyn Jones, 10 Your Honor. 11 THE COURT: Let me ask one question of 12 you because there is a party by the name of Paul W. 13 Jones. He's in default, and he has nothing to do with 14 your client; is that -- 15 MR. LITTLE: Actually, he was Ms. 16 Jones's husband, but he passed away in 2012. 17 THE COURT: Oh, he's deceased. Oh, I'm 18 sorry to hear that, Ms. Jones. Okay. Thank you very 19 much for helping me with that. 20 MR. LITTLE: You're welcome, Your 21 Honor. 22 THE COURT: All right. Mr. O'Kelley? 23 MR. O'KELLEY: Thank you, Your Honor. 24 Because of work schedules, at this time, we are going 25 to go out of order --	Page 12 1 actions for nuisance and trespass because my clients 2 have not had access to the pond, which we'll hear from 3 them that they used to use. 4 It's a fairly simple case from our 5 perspective. As Your Honor stated a second ago, 6 you're familiar with the facts. I think they'll bear 7 out what they bear out. You're going to hear from my 8 clients, a number of their neighbors are going to be 9 here to testify as to their access to the pond because 10 they all took title according to the same plat which 11 we're going to have Mr. Hager testify to in a minute. 12 You'll also hear from Elliotte Quinn, who was hired to 13 go out and, kind of, figure out the boundaries of the 14 property, and you'll also hear that Mr. Quinn, in his 15 deposition, said "Ultimately, this is an issue for a 16 judge to decide. I'm just a surveyor." So I think 17 it's a fairly simple case from our perspective, Your 18 Honor. We just need to tell you the tail of woe that 19 brings us here today. 20 THE COURT: Okay. Thank you very much. 21 Mr. Smith? 22 MR. SMITH: Your Honor, I think that 23 the facts are going to show that although they may 24 have .12 acres of a pond, there's really no definition 25 of a pond. If you're counting that slope that goes
Page 11 1 THE COURT: Sure. 2 MR. O'KELLEY: -- and call Mr. Hager to 3 the stand. Raymond Hager. 4 MR. SMITH: Do you want an opening? 5 MR. O'KELLEY: I'm happy to give a 6 little opening. 7 THE COURT: You can give a quick 8 opening up. I think I pretty much understand the 9 case. We were here less than two weeks ago on a 10 motion for summary judgment? 11 MR. O'KELLEY: Correct, Your Honor. It 12 was about three weeks ago, and Your Honor denied 13 summary judgment at the time. And of course, my 14 clients, they received title to a 3.5-acre lot of 15 which the deeds say that there's a .12 AC acre pond. 16 My folks closed back in 2014. What we're going to 17 show you is the plats that are referenced in their 18 deed. Some subsequent plats, the original plats 19 subdividing the property. 20 After my clients bought the property, 21 in the summer of 2021 the Corries fenced off their 22 access to the pond which they've had for several 23 years, and we filed this action as a declaratory 24 judgment to declare that .12 acres of the pond is, in 25 fact, owned by my clients. We also have causes of	Page 13 1 down, maybe so. The problem is, they don't own any of 2 the pond. Their own expert, their own surveyor, went 3 out there and said, "I lined up all three surveys, 4 they're all the exact same thing." The Browns don't 5 own any of the water. Our fence is on our property. 6 The relief they're asking for is a deck 7 action. No adverse possession. It's a deck action. 8 It's trespass, it's nuisance. Mr. Quinn, the 9 plaintiff's own expert, is going to testify that our 10 fence is on our property. That the water part is on 11 our property. And that we're not trespassing on their 12 property, whatsoever. We have Mr. Quinn under 13 subpoena, unfortunately, I don't see him in the 14 courtroom, but I think he's on his way. 15 MR. O'KELLEY: He's coming. He's 16 coming. 17 MR. SMITH: We have the plat that shows 18 the division line and the property line. The point 19 is, and I think it's undisputed by everybody except 20 the Brown's, they don't own any of the water. They 21 don't own any of the property where the fence went. A 22 plaintiff has a duty to investigate their claim before 23 they file suit. Now, if they thought they had .12 24 acres of a pond, then they have causes of action 25 against other people other than us. I mean, all we

Page 14 1 did was build a fence on our own property line. They 2 may have one against the person who sold them the 3 property. I don't know. But it's not us. 4 They had a duty when it originally 5 started to investigate their claim. To hire Elliotte 6 Quinn, or somebody like him, to go out there and say 7 exactly what Mr. Quinn did, "Here's the water line, 8 here's the fence line, here's the property line." And 9 Mr. and Ms. Brown, you do not own any of the property 10 that's in contention today. I went through the 11 complaint with Mr. Quinn. I mean, you got to 12 understand, Mr. Quinn is their expert. I went through 13 the complaint with Mr. Quinn, and I asked him several 14 of the points in the complaints, several of the 15 allegations. And Mr. Quinn said, "That's not true. 16 That's not true. That's not true." But here we are 17 still today. 18 The good thing is the declaratory 19 judgment statute allows this court to equitably award 20 costs to the prevailing party. We should never have 21 been here. My client should never have incurred a 22 five-figure attorney's bill in defending this case. I 23 don't normally go this far in an opening, because, you 24 know, it's always subject to interpretation, but I 25 just don't understand their case. Especially with Mr.	Page 15 1 Quinn's, their expert's, testimony. At the end, I'm 2 going to ask for fees. 3 I've tried to end this several times 4 before additional fees were incurred, and we just 5 haven't been able to do so. I understand Mr. 6 O'Kelley's position of where he is, and why he has to 7 go forward. I get it. I understand the Court's 8 ruling on the deck action because of recent case law. 9 But I just want this Court to remember, I tried to end 10 this thing before we incurred a whole bunch of 11 expenses. I think we're going to prevail; I just want 12 the Court to be aware of that ask when I finish. 13 Thank you, Your Honor. 14 MR. O'KELLEY: And Your Honor, just 15 briefly, I think Mr. Smith is getting into settlement 16 negotiations, which aren't proper before this court. 17 And we, too, are going to ask for fees and costs under 18 15-53-100 because we shouldn't be here. I just heard 19 a rearguing of a summary judgment motion that was 20 denied, Your Honor, but I don't think that's -- again, 21 going into settlement negotiations are appropriate 22 before you today. 23 THE COURT: Well, unfortunately, both 24 of your reputations precede you, so I know very well 25 that each of you worked to resolve the matter before	Page 16 1 getting to me. And then, I understand that. Mr. 2 Little, would you like to make an opening statement 3 please? 4 MR. LITTLE: No, Your Honor. I don't 5 have anything to add. 6 THE COURT: Okay. Thank you very much. 7 So Mr. O'Kelley. 8 MR. O'KELLEY: Thank you, Your Honor. 9 At this time, we'll call Raymond Hager to the stand. 10 THE COURT: Mr. Hager, come on up, 11 please, sir. Put your left hand on the Bible, raise 12 your right hand for me, sir. State your name for me. 13 MR. HAGER: My name is Raymond B. 14 Hager. 15 WHEREUPON, 16 RAYMOND B. HAGER, 17 called as a witness and having been first duly sworn 18 to tell the truth, the whole truth, and nothing but 19 the truth, was examined and testified as follows: 20 THE COURT: You're under oath. Please 21 answer any questions which Mr. O'Kelley may have of 22 you, please, sir. 23 MR. O'KELLEY: And Your Honor, like 24 last week, I'm just going to come stand up here so, I 25 think our reporter can hear me fine, and that way	Page 17 1 everybody else can, too. 2 THE COURT: Got it. Thank you. 3 MR. O'KELLEY: Thank you, Your Honor. 4 DIRECT EXAMINATION 5 BY MR. O'KELLEY: 6 Q Mr. Hager, please tell His Honor what you do 7 for a living? 8 A Land surveyor. 9 Q And do you hold any surveying licenses 10 slips? 11 A Yes. 12 Q And tell the Court about that license. 13 A I went to school for two years. Had to work 14 under a surveyor for -- if I remember correct, two 15 years in progressive orders. And then had to sit for 16 two eight-hour tests to become licensed in the state 17 of South Carolina. 18 Q And when did you get your license? 19 A If I remember correctly, 1991. 20 Q And have you been licensed and practicing 21 surveying ever since? 22 A Yes, sir. 23 Q No problems with your license? No 24 disciplinary actions, nothing of that nature; correct? 25 A No, sir.
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Page 18 1 Q And how are you employed today, sir? 2 A Today I'm employed with Orangeburg 3 Department of Public Utilities. 4 Q And are you employed as a surveyor for -- 5 A I'm employed as an inspector for the water 6 division. 7 Q In other words you're not doing surveying 8 for Orangeburg County; correct? 9 A No. 10 Q And we're here today about a property that 11 you surveyed a while back. Do you have recollections 12 about this survey? And Exhibit number 1 is what we're 13 going to be asking about. 14 (Plaintiff Exhibit 1 was marked for 15 identification. 16 MR. O'KELLEY: And Your Honor, this is 17 just a blow-up of Exhibit number 1. 18 THE COURT: All right. Are these 19 agreed to? 20 MR. O'KELLEY: We've agreed to all of 21 our exhibits. 22 MR. SMITH: I have no objections. 23 THE COURT: Okay. So we don't need to 24 go into foundational questions. Everybody's agreed to 25 the exhibits coming. Okay.	Page 20 1 remember correctly, I think Mr. Jones had a couple of 2 buyers for a couple of the lots, but I'm not sure that 3 that's what it is. And we divided it into lots the 4 way that Mr. Jones wanted this subdivided out to sell. 5 Q As I'm looking at this plat, I see five lots 6 of proposed pond and 42.36 residual acres. Is that to 7 your recollection of how this was subdivided? 8 A Yes, sir. 9 Q All right. And on lot 3, which is the lot 10 I'll represent as my client's, do you see lot 3? 11 A Yes, sir. 12 Q If you need to look at this one because this 13 one is easier to read. 14 A Thank you. 15 Q Tell the judge -- 16 THE COURT: You hold it, sir. Can you 17 hold the plat up so you don't need to? 18 MR. O'KELLEY: Thank you, sir. 19 BY MR. O'KELLEY: 20 Q Lot 3 contains what, sir? 21 A 3.5 acres total. And of that, .12 acres 22 would be in the proposed pond. 23 Q All right. And then similar questions for 24 lots 1, 2, 4, and 5. Lot 5 doesn't show any pond 25 acreage, does it?
Page 19 1 MR. O'KELLEY: I mean, it makes things 2 a little faster. 3 THE COURT: All right. Thank you. 4 BY MR. O'KELLEY: 5 Q So do you recall being hired by folks named 6 Paul and Madelyn Jones to do this survey, sir? 7 A Yes, sir. 8 Q And tell the court about the genesis of this 9 survey, or what you were actually doing with it. 10 Because it says on the survey what it is, but just 11 tell the court what it is? 12 A Mr. and Ms. Jones has the desire to 13 subdivide their land to sell lots off on it. 14 Q And you were hired to do that subdivision; 15 correct? 16 A Yes, sir. 17 Q In fact, what's the name of this plat, sir? 18 A Plat to show the subdivision of a portion of 19 65.25-acre tract surveyed for Paul W. and Madelyn W. 20 Jones. Located six miles southeast of Grover, 21 Dorchester County, South Carolina. 22 Q Tell the judge what you're showing, and just 23 walk us through the various lots and the pond. Just 24 walk us through it, sir? 25 A There was a subdivision of -- of lots. If I	Page 21 1 A No, sir. 2 Q And how about lot 1? Does it have some pond 3 acreage? 4 A Yes, sir. It has -- it has .66 acres of the 5 proposed pond. 6 Q And how about the next lot, lot number 2? 7 A Lot number 2 shows .12 acres of the proposed 8 pond. 9 Q And how about lot 4? 10 A Lot 4 shows .11 acres of the proposed pond. 11 Q Okay. And what was your understanding of 12 the proposed pond at the time that this survey was 13 completed? 14 A To my understanding -- 15 MR. SMITH: Your Honor, I'm going to 16 object because he hasn't set any foundation for his 17 understanding. If it's hearsay, it's hearsay. 18 THE COURT: I sustain that objection. 19 MR. O'KELLEY: I'll change the 20 question. 21 THE COURT: Fix it up a little bit. 22 MR. O'KELLEY: Yes, sir. 23 BY MR. O'KELLEY: 24 Q At the time of your plat, was there a pond 25 at this property?

Page 22 1 A Not completed. 2 Q All right. Not completed. Was it under 3 construction? Was it being dug? Tell the court about 4 the process that was being done. 5 A It -- it was -- 6 MR. O'KELLEY: Oh, we found an easel, 7 Your Honor. So we can just -- 8 THE COURT: I like my human easel. 9 MR. O'KELLEY: I know, but his arms 10 might get tired. 11 THE COURT: Yeah, they will. 12 MR. O'KELLEY: I'd rather not strain 13 his resources. 14 THE COURT: All right. 15 THE WITNESS: Okay. Would you restate 16 the question, please? 17 BY MR. O'KELLEY: 18 Q Yes, sir. I was asking you about what the 19 state of the pond was at the time of the plat. Was it 20 being dug, was it finished? Tell the court about 21 that. 22 A It -- it was being dug at the time. 23 Q All right. And to your knowledge, were the 24 Joneses digging that pond, or people who were working 25 for the Joneses?	Page 23 1 A To my knowledge, Mr. Jones had a mining 2 permit, and was selling sand from this pond. 3 Q And that was going to be my next question. 4 Was this an old sand pit, sand mine, that would later 5 be turned into a pond; to your knowledge? 6 A To my knowledge, yes. 7 Q All right. And do you know, at the time 8 that you did this plat, did you go out and survey what 9 was there or what they told you was going to be there? 10 And don't tell us what they said, how did you come up 11 with these calls for the pond? 12 A Okay. The calls where I staked it out? 13 Q Yes, sir. 14 A Mr. Jones had excavated a canal or a trench 15 there at that location and this was an area that -- 16 Q And when you say "this," you're talking 17 about the pond? 18 A The pond. The other boundaries or -- or 19 other lines showing the proposed pond was areas where 20 Mr. Jones had put up some flags indicating that that's 21 where he wanted to build the pond. 22 Q And at the time, you were showing that lot 23 3, lot 2, lot 1, and lot 4, their property lines would 24 go into the proposed pond; correct? 25 A Yes, sir.	Page 24 1 Q And that was what gave you the .12 acres, 2 .12 acres, .11 acres -- 3 MR. O'KELLEY: Oh, thank you, sir. 4 BY MR. O'KELLEY: 5 Q -- things of that nature that are shown here 6 on the plat; correct? 7 A Yes, sir. 8 Q And the .66 for lot one? 9 A Yes, sir. 10 Q Okay. Mr. and Ms. Jones signed off on this 11 plat, did they not? 12 A Yes, sir. 13 Q All right. And it eventually got recorded 14 with the county; right? 15 A Yes, sir. 16 Q And do you see up in the top left portion, 17 it's got "booking page number"? 18 A Yes, sir. 19 Q And can you tell the court what that booking 20 page number is? 21 A That's where the original plat is recorded 22 at the RMC office. 23 Q And it's recorded in Book K, page 151 24 according to this document; correct? Exhibit 1? 25 A I don't know if it's 151 or 157.	Page 25 1 Q Well, if I represent to you, it might be 157 2 or 151, we can't tell, but we do know it was recorded; 3 correct? 4 A Yes. 5 Q And you oversaw that being recorded; right? 6 A Yes, sir. 7 Q And how many times have you had to testify 8 in court? Let me ask you that question. 9 A It's my first. 10 Q It's your first. Congratulations. So 11 you've never had to undergo this process; correct? 12 A No, sir. 13 MR. O'KELLEY: Mr. Hager, that's all I 14 have for you right now. Thank you. Mr. Smith may 15 have some questions for you. 16 MR. SMITH: Thank you. Your Honor, if 17 it please the court? 18 THE COURT: Yes, sir. 19 CROSS-EXAMINATION 20 BY MR. SMITH: 21 Q Mr. Hager, when you did your survey, was the 22 pond completely dug? 23 A No, sir. 24 Q The portion that is shown here, which is the 25 back part of lot 3, I think that is the .12-acre area;
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Page 26 1 correct? 2 A Yes, sir. 3 Q Was that dug yet? 4 A There was a trench dug there. 5 Q And was it a slope? 6 A It -- it was pretty much -- I mean, it might 7 have had a slight slope to it, but it was almost 8 straight down. 9 Q All right. And that was where? In that 10 area? 11 A That was where I placed my property pins. 12 Q Have you been out there since? 13 A No, sir. 14 Q Do you know whether or not the Browns have 15 any access to this proposed pond? 16 A I have no idea. I know that the way that 17 the pond was proposed to be dug -- 18 Q But you don't know how exact -- 19 A -- but I don't know how it is now. 20 Q And you have no opinion as to whether or not 21 the Browns have any access -- 22 MR. O'KELLEY: Your Honor, I'm going to 23 object. He's not an expert. We haven't asked him for 24 any opinions yet. 25 THE COURT: He can answer.	Page 28 1 Q And lot 1 was supposed to own .66 acres of 2 the pond; correct? 3 A Yes, sir. 4 Q And lot 2 was supposed to also own .12 acres 5 of the pond; correct? 6 A Yes, sir. 7 Q And lot 4 was supposed to own .11 acres of 8 the pond; correct? 9 A Yes. 10 Q And that's what the Joneses told you to do 11 when you did this plat back in 2005; correct? 12 A Yes, sir. 13 MR. O'KELLEY: Thank you, Mr. Hager. 14 THE COURT: Hold on a second. Mr. 15 Little, do you have any questions? 16 MR. LITTLE: No questions, Your Honor. 17 THE COURT: All right. I need you to 18 explain this trench to me. I don't quite understand 19 it. I had a problem with a trench last week. I got 20 another problem with a trench this week. Tell me what 21 you mean by a trench? 22 THE WITNESS: Mr. Jones had taken a 23 track-hoe and had dug a trench on the property, 24 on -- if I may? He -- he had took a track-hoe and had 25 dug a trench down to the -- excavated a trench in this
Page 27 1 MR. SMITH: Thank you. 2 BY MR. SMITH: 3 Q You don't know whether the Browns have any 4 ownership interest in this pond, do you? 5 A Not the way the pond was constructed, I do 6 not. 7 Q And you don't know whether the Browns have 8 to cross the Corrie's property to get that pond, do 9 you? 10 A No, sir. 11 Q And you don't know whether the fence line 12 that's located there currently is on my client's 13 property or the Brown's property, do you? 14 A No, sir. 15 MR. SMITH: I don't have any other 16 questions, Your Honor. 17 THE COURT: Thank you. 18 MR. O'KELLEY: Just briefly, Your 19 Honor. 20 REDIRECT EXAMINATION 21 BY MR. O'KELLEY: 22 Q According to the plat as you drafted it, the 23 Browns were supposed to own .12 acres of this 24 property; correct? 25 A That's correct, sir.	Page 29 1 area. 2 THE COURT: Okay. 3 THE WITNESS: To indicate that 4 this -- where I put the pins -- would be the edge of 5 the pond that he was constructing. 6 THE COURT: Let me see a copy of the 7 plat, please. I got it, I can read this. I just want 8 to clarify when you say "the pins. I placed the 9 pins." 10 THE WITNESS: Yes, sir? 11 THE COURT: There's a calculated point 12 that's a triangle, is that where a pin goes? 13 THE WITNESS: No. If you look in front 14 of it, there's a circle. 15 THE COURT: An iron pin -- 16 THE WITNESS: Iron pin -- iron pin set, 17 which is a 5/8-inch rebar. 18 THE COURT: I need to see that. I 19 can't quite make it out. 20 MR. O'KELLEY: I'm going to bring the 21 big one up, Your Honor, because it's easier to read. 22 THE WITNESS: Here, I got it. If I 23 may? 24 THE COURT: All right. So where those 25 circles represent the 5/8 rebar --

Page 30 1 THE WITNESS: Yes, sir. 2 THE COURT: Let me ask you this 3 question. 4 THE WITNESS: Yes, sir? 5 THE COURT: The next pin in lot number 6 1, which is the iron rebar, there's no direct line 7 from each -- you're just showing the outline of the 8 pond itself, right? 9 THE WITNESS: Yes, sir. This -- this 10 is the outline of the pond. And because the actual 11 property pin is where these capital -- 12 THE COURT: Hold on one second. Hold 13 on a second. Let me just clarify for the record what 14 he's saying. There is a bold, black line, I'm going 15 to call it a bold, black line, is everybody satisfied 16 with that statement? 17 MR. O'KELLEY: Yes, sir. 18 THE COURT: Bold, black line that 19 identifies the proposed pond. And Mr. Hager has 20 identified the iron pins set as the property -- I 21 can't quite understand that. I'm not sure I 22 understand how you -- 23 THE WITNESS: Okay. Okay, the 24 triangles fell out in the trench, which made it 25 unrealistic to set a property pin there. These are	Page 31 1 reference pins for those corners. 2 THE COURT: Oh. So when you say 3 "calculated point," you're saying you calculated to 4 the triangle, but you set a point pin, that iron pin, 5 set to reference where that calculated point in the 6 trench was? 7 THE WITNESS: Correct, Your Honor. 8 Yes. Yes, sir. 9 THE COURT: Thank you. That clarifies 10 my question. Any redirect on my question or recross, 11 Mr. Smith? 12 RECROSS-EXAMINATION 13 BY MR. SMITH: 14 Q Mr. Hager, you don't know whether or not 15 that trench that was dug was there just as a temporary 16 drainage for the sand pit, do you? 17 A To the best of my knowledge, it was there to 18 establish where Mr. Jones intended the edge of his 19 pond to be. 20 Q And you don't know whether the pond was 21 actually edged after that point or not, do you? 22 A No, sir. I -- I have no idea. 23 Q If other surveyors have found your 24 calculated points and say that there's no access to 25 the pond from those points, do you have any reason to	Page 32 1 doubt them? 2 A I would have no reason to doubt them, 3 because I do not know what storms may have washed dirt 4 into that trench that was dug. You know, or what took 5 place once I left the property. 6 Q And it's pretty easy for these surveyors to 7 find your calculated points. I mean, that's why you 8 do what you did? 9 MR. O'KELLEY: Your Honor, again, that 10 calls for an opinion. 11 MR. SMITH: He's a surveyor. 12 THE COURT: Overruled. Tell me what 13 you think -- 14 THE WITNESS: To find the calculated 15 points, no. There was nothing set there. They could 16 find the iron pins that I set and measure to where the 17 calculated points were, but as far as "finding" the 18 calculated points, there was nothing ever set there at 19 those points. 20 BY MR. SMITH: 21 Q But that's how they find it. They take your 22 iron pin, and they measure; right? 23 A Yes, sir. 24 Q And that's how they find your calculated 25 points. They may not physically be there, but it's	Page 33 1 easy for them to find that calculated point, isn't it? 2 A To establish where that calculated point 3 would be, yes, sir. 4 MR. SMITH: I don't have any other 5 questions, Your Honor. 6 THE COURT: Thank you. Anything else 7 from you? 8 MR. O'KELLEY: No, sir. 9 THE COURT: All right. Thank you. 10 Thank you, Mr. Hager. Appreciate your help. 11 THE WITNESS: Thank you, sir. 12 MR. O'KELLEY: And Mr. Hager's released 13 from his subpoena at this point. 14 THE COURT: Sure. Mr. Hager, you are 15 free to go, buddy. 16 THE WITNESS: Okay. Who do I need to 17 see to have my paper signed off on? 18 THE COURT: You want me to sign it so 19 you can get an excuse from work? 20 THE WITNESS: Yes, sir. Thank you very 21 much, sir. 22 MR. O'KELLEY: All right. At this time 23 we call Sinclair Brown, Jr. to the stand. 24 THE COURT: Raise your right hand. 25 Sir, would you state your name for me, please?
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Page 34 1 MR. BROWN: Sinclair Brown, Jr. 2 WHEREUPON, 3 SINCLAIR BROWN, JR., 4 called as a witness and having been first duly sworn 5 to tell the truth, the whole truth, and nothing but 6 the truth, was examined and testified as follows: 7 THE COURT: You're under oath. Answer 8 any questions Mr. O'Kelley may have. 9 DIRECT EXAMINATION 10 BY MR. O'KELLEY: 11 Q Good afternoon, Mr. Brown. You've got a 12 number of items in support of your claim, you're 13 welcome to those as we go along. Mr. Brown, where do 14 you live? 15 A 1668 Sandridge Road. 16 Q And you've been in the courtroom since we 17 started this morning; correct? 18 A Yes. 19 Q And are you prepared to talk about lot 3 20 which is the plat the Mr. Hager was just discussing? 21 A Yes, sir. 22 Q Why don't you tell us about your background, 23 Mr. Brown. Where were you born, where did you go to 24 school, what you do for work, things of that nature? 25 A I'm originally from Walterboro, South	Page 35 1 Carolina. Entered the military after graduation in 2 1978. Spent 26 and a half years in the United States 3 Air Force. 4 Q And what did you do in the Air Force, Mr. 5 Brown? 6 A I was an aircraft mechanic, sir. 7 Q All right. And if you'll look at Exhibit 8 number 4. Flip to the next page for me, sir. 9 (Plaintiff Exhibit 4 was marked for 10 identification.) 11 A Okay. 12 Q Oh, by the way, I don't want to get you in 13 trouble, are you here with your bride today, sir? 14 A Yes. 15 Q And is she -- 16 A She's sitting to my left here. 17 Q And Joetta Brown is this lady right here; 18 correct? 19 A Yes. 20 Q And how long have you been married? 21 A About 37 years. 22 Q All right. Back in 2014, did you and Ms. 23 Brown buy the property that brings us here today? 24 A Yes. 25 Q All right. Tell His Honor how you came to	Page 36 1 find this property and how you came to close on it? 2 A We moved back to South Carolina in 2010. 3 Q This was after you retired from the 4 military; correct? 5 A Yes. I was looking for some property to 6 build a house and settle down. Finally found it. 7 Stephanie and Keith Murray owned it prior to our 8 purchase of it. 9 Q And the exhibit that I have handed you, 10 Exhibit number 4, is a deed from Stephanie L.R. Murray 11 and Keith A. Murray to you and Ms. Brown; is it not? 12 A Yes. 13 Q And what did you pay for this property? 14 A I purchased with, I think, \$40,000 was the 15 closing. 16 Q All right. And it says on here that you 17 have a law firm. The Weeks and Irving Law Firm. Do 18 you recall them doing your closing? 19 A Yes. 20 Q All right. And this property got titled in 21 your name and your wife's name as joint tenants with 22 rights of survivorship, not as tenants in common. Do 23 you see that, sir? 24 A Yes. 25 Q And what was your understanding at the time	Page 37 1 of what you were buying when you closed on this 2 purchase from the Murrays? And this is a copy of the 3 plat. Here's a pointer if you need to point. What 4 were you buying when you purchased this property? 5 A To my understanding I was buying 3.5 acres 6 of lot 3 and .12 acre of the pond. 7 Q And is that actually referenced in the 8 property description in your deed? 9 A Yes. 10 Q And in that deed, it references a plat; does 11 it not? 12 A Yes. 13 Q Is that the plat that Raymond Hager just 14 testified to? 15 A Yes. 16 Q And to your knowledge, you were getting 3.5 17 acres and .12 acres of a pond; correct? 18 A Yes. 19 Q All right. After you closed on the 20 property, can you tell the judge what you and your 21 wife did in terms of housing, building, going out to 22 property and things of that nature? 23 A At the time the lot was vacant, of course, 24 and there were trees, mature pine, and oak trees on 25 it. We decided to settle there and build a house. So
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Page 38 1 we had it cleared in about 2016. We constructed the 2 first building in 2018. There were different 3 neighbors to our left at the time in lot 2. And I 4 think Steve Womble was in lot 1. We met them and 5 there was -- 6 Q Let me ask you this, did you move in after 7 you built your house? 8 A Yes, 2018. 9 Q And you've been living there ever since; 10 correct? 11 A Yes. 12 Q I'm going to show you what will be Exhibit 13 number 5. Just look at that sir. You stated that you 14 got your property from the Murray's; correct? 15 A Yes. 16 Q And to your understanding, did the Murray's 17 purchase the property from Paul and Madelyn Jones? 18 A Yes. 19 Q And you were here for Mr. Hager's testimony; 20 correct? 21 A Yes. 22 Q Is it your understanding that it was the 23 Joneses who originally subdivided these lots? 24 A Yes. 25 Q And when you bought this property from the	Page 39 1 Murrays, did they tell you there was any problems with 2 the pond, or access to the pond, or ownership of the 3 pond? 4 A No. 5 MR. SMITH: Object to the question, 6 Your Honor. Hearsay. 7 THE COURT: I'll sustain that 8 objection. Go ahead. You can get to it another way, 9 I think. 10 MR. O'KELLEY: Absolutely, Your Honor. 11 BY MR. O'KELLEY: 12 Q So at the time you purchased this property, 13 did anyone, anywhere tell you there was a problem with 14 access to the pond? 15 MR. SMITH: Your Honor, again, that's 16 hearsay. 17 THE COURT: Yeah, that's hearsay. 18 BY MR. O'KELLEY: 19 Q All right. Sir, when you purchased this 20 property and moved into your house, did you have any 21 problems with access to the pond? 22 A No. 23 Q When did you first have problems with access 24 to the pond? 25 A Around 2018. Around October 2018 when Mr.	Page 40 1 All purchased it from the Joneses. 2 Q And then tell the judge about those 3 problems. 4 A Immediately upon his purchase, we had an 5 exchange he -- that he claimed he owned the entire 6 pond, that we no longer have access. 7 Q Were you aware he was a party to this 8 lawsuit at one point; correct? 9 A Yes. 10 Q But he settled out; correct? 11 A Yes. 12 Q And after the Alls sold their property, to 13 whom did they sell it to? 14 A To the Corries. 15 Q And do you recall when that was? 16 A I think it was around April 2020. 17 Q All right. And I'll show you Plaintiff's 18 number 6, which is right here. You've got the deed 19 from the Alls to the Corries? 20 (Plaintiff's Exhibit 6 was marked for 21 identification.) 22 A Yes. 23 Q And I represent that it was recorded in 24 March of 2021; does that refresh your memory? 25 A Yes.	Page 41 1 Q You said 2020 a second ago? 2 A Yes. 2021. I'm sorry. 3 Q And tell His Honor, after the Corries 4 purchased the property, what happened with your 5 interaction between you and your family and with the 6 Corries? 7 A I've never had any interactions with the 8 Corries. 9 Q And at some point, did the Corries fence off 10 what you consider to be your access to the property? 11 A Yes. 12 Q All right. Let me show you Exhibit number 13 8. It's a couple of pictures. You took these 14 pictures; didn't you? 15 (Plaintiff Exhibit 8 was marked for 16 identification.) 17 A Yes. 18 Q And show His Honor what you're looking at? 19 What he's looking at, rather. 20 A On page number 1 is a fence -- barrier fence 21 with -- with barbed wires on top. 22 Q And when was that put up? Was it in 2021? 23 A It was around April 2021, yes. 24 Q So about a month after the Corries closed on 25 the property?
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Page 42 1 A Yes. 2 Q All right. And prior to that, did you 3 access this pond, did your family access this pond? 4 How did you use it? 5 A Just for casual fishing. I'm not a 6 fisherman, so I just -- every now and then I'd throw a 7 line out and catch a fish. 8 Q And until the barbed wire fence went up, 9 other than Mr. All, were you aware of Corries had any 10 problems with you using the pond? 11 A No. Again, I've never had any interactions 12 with the Corries. 13 Q The second picture that's on here, it's 14 Brown-85, tell His Honor what he's looking at there? 15 A That's a picture of Mr. Corrie putting up -- 16 Q One second, please. I'm so sorry. The 17 mic -- 18 A -- of Mr. Corrie putting up "No trespassing" 19 signs and barbed wire fencing. 20 Q All right. And you took that the day he was 21 doing that? 22 A Yes. 23 Q And how about the next picture? It might be 24 a duplicate. 25 A Yes, it is a duplicate.	Page 44 1 Q And prior to this fence going up, did they 2 ever use or have access to this property? 3 A Yes. 4 Q And tell His Honor about that. 5 A I just -- my son and I and my granddaughter 6 would go out and fish. In fact, we bought her a 7 little, small fishing pole to teach her how to fish. 8 Just to enjoy it. 9 Q And you haven't been able to do that since 10 2021; correct? 11 A Yes, sir. 12 Q Mr. Brown, do you consider your property to 13 be valued less without access to this pond? 14 A Yes. Absolutely. 15 Q And why is that, sir? 16 A Well, my access was denied, and the eighth 17 of an acre that I thought I owned was actually taken 18 from me. 19 Q And one of the reasons you bought this 20 property was because of that pond, I hear? 21 A Yes. Just one of the several features of 22 it. 23 Q And again, you've tried to ask this court to 24 get the fence brought down; correct? 25 A Yes.
Page 43 1 Q Okay. Mr. Brown, when you bought this 2 property, again, what was your understanding of the 3 ownership of the pond? 4 A That I had owned 1.2 acres [sic] of the 5 pond, and there were no restricted access or 6 restrictions using it at all. 7 Q And for almost three years, that was the 8 case; correct? 9 A Yes. 10 Q And you brought this lawsuit why? 11 A Because I was denied access to the pond that 12 I thought I paid for. 13 Q And it's your contention that this fence was 14 put up on your property; correct? 15 A Yes. 16 Q And are you allowed to enjoy or use your 17 property fully, in your opinion? 18 A No. I'm not. 19 Q Why is that? 20 A Because I've been denied access to a portion 21 of my property that I thought I had paid for. 22 Q And do you have any children or 23 grandchildren, Mr. Brown. 24 A Yes, two -- two children and two 25 grandchildren.	Page 45 1 Q And to declare that you own .12 acres of 2 this pond; correct? 3 A Yes. 4 Q And Mr. Brown, you're not a surveyor, are 5 you? 6 A No, I'm not, sir. 7 Q And you're not an engineer, are you? 8 A No, I'm not. 9 Q And you're not a hydrological expert in any 10 way, are you? 11 A No. 12 Q And you're not an agronomist or soil expert 13 in any way, are you? 14 A No. 15 Q You just want what you paid for, right, Mr. 16 Brown? 17 MR. O'KELLEY: Thank you. Mr. Brown, 18 you've got to wait. Mr. Smith might have questions 19 for you. 20 THE COURT: Mr. Smith? 21 CROSS-EXAMINATION 22 BY MR. SMITH: 23 Q Sir, your testimony is that you want what 24 you paid for; right? 25 A Yes.

Page 46 1 Q Did you ever have a survey done -- 2 A Yes. 3 Q -- to see if the fence is on your property? 4 A Yes. 5 Q When did you have that done? I didn't see 6 that. 7 A When I -- when I built the property, it was 8 surveyed. 9 Q Well, the fence wasn't there then, was it? 10 A No. 11 Q Have you had a survey to determine whether 12 or not the fence is located on your property? 13 A We had a survey done with -- 14 Q Mr. Quinn? 15 A -- Mr. Quinn. 16 Q And Mr. Quinn determined that it, in fact, 17 wasn't on your property; right? 18 A I don't know what the results were then. 19 My -- my attorney has that information. 20 Q Have you not seen his survey? 21 A No, I haven't. 22 Q As you sit in this courtroom, you're telling 23 me and the judge that y'all hired Elliotte Quinn to do 24 a survey and you've never seen a copy of that survey? 25 A My attorney has seen a copy of it, sir.	Page 48 1 the question, please. Answer his questions. 2 BY MR. SMITH: 3 Q So what if it's not dug where it's supposed 4 to be? What if there is this strip of land that 5 belongs to the Corries? 6 A Well, that's why we're here. The -- the 7 court will determine that. That's why I filed a 8 lawsuit. 9 Q Well, don't you think surveyors determine 10 that? I mean, the court's not going to be able to 11 determine it, he's going to listen to what the 12 surveyor says. 13 A Then that's between Your Honor and the 14 surveyor. 15 Q And you filed this suit, a boundary dispute, 16 a boundary line dispute with your neighbors. You 17 filed this suit without having a surveyor go out and 18 tell you whether you were right or wrong; didn't you? 19 A No. 20 MR. SMITH: Your Honor, I don't have 21 any further questions. 22 MR. O'KELLEY: Just as a follow up, 23 Your Honor, to clarify a couple things. 24 // 25 //
Page 47 1 Q You haven't seen it? 2 A I'm sure it -- in all the paperwork that we 3 went through, I've -- I've seen it. But I can't 4 specifically say I've studied it like the one that I 5 have here. 6 Q And you've never made a determination even 7 to today, that that fence is located on your property 8 or on my client's property; have you? 9 A Yes, I've determined that it's on my 10 property. 11 Q How? How did you determine that it's on 12 your property? 13 A Based on the plat that I -- that I bought 14 the property under, that fence is on my property. 15 Q What if the pond's dug in the wrong place? 16 What if it's not as shown on the proposed plat? 17 A That's a "what if." That's a hypothetical. 18 Q Well, your expert, the guy you hired said 19 that it wasn't. That's not a hypothetical. He said 20 the pond wasn't dug where it's shown on that plat. So 21 what if it's not? What if your expert's right? 22 A It's still hypothetical. 23 Q Your expert says that it's not hypothetical. 24 It wasn't built. It's not hypothetical. 25 THE COURT: Mr. Brown, don't argue with	Page 49 1 REDIRECT EXAMINATION 2 BY MR. O'KELLEY: 3 Q I want to just refresh your memory. Exhibit 4 number 3, by Elliotte Quinn from Thomas and Hutton. 5 You have seen that document before; correct? 6 (Plaintiff Exhibit 3 was marked for 7 identification.) 8 A Oh, yes. Yes. 9 Q All right. That's what Mr. Smith was asking 10 about. You said you'd never seen that, but you have 11 seen this document before? 12 A I have seen this document, yes. 13 Q Thank you, Mr. Brown. 14 A In your office. 15 MR. SMITH: Your Honor, now that he's 16 seen it, I want to go into my questions about it. 17 THE COURT: Okay, sir. 18 MR. SMITH: Could you see that on your 19 screen? 20 MR. O'KELLEY: Yes. Oh, hold on, 21 Steve. Mr. Smith. Excuse me. 22 MR. SMITH: You're excused. 23 MR. O'KELLEY: I know, but for the 24 record. All right. There we go. 25 MR. SMITH: I'm going to zoom out.

Page 50 1 REXCROSS-EXAMINATION 2 BY MR. SMITH: 3 Q This is a copy of that plat; isn't it? The 4 one you were just shown that now you're saying you've 5 seen? 6 A Yes. 7 Q This is the one done by your expert; right? 8 A Yes. 9 Q The guy you hired? 10 A Yes. 11 Q All right. I'm going to blow it up a little 12 bit. You see I'm just blowing up the back half of it? 13 Do you see that? 14 A Yes. 15 Q All right. According to your own expert, 16 the top of the bank of the pond is not on your 17 property; is it? You see where it says, "top of the 18 bank"? 19 A Yes. 20 Q And the line is on the other side of your 21 property line; isn't it? 22 A According to this. 23 Q So according to your own expert's survey, 24 one that you now tell me you've seen, you don't have 25 any ownership of the pond, do you?	Page 51 1 A I do have ownership of the property. 2 Q According to this plat? 3 A According to that plat, no. 4 Q And this is your expert; right? 5 A Yes. 6 Q All right. Let's blow it up even further. 7 See where it says, "top of the bank"? 8 A Yes. 9 Q The heavy notched line is top of the water; 10 right? See where it says top of the water? 11 A Yes. 12 Q Your property isn't located on that water at 13 all; is it? I can go down the whole line, and you 14 don't have any frontage on the top of the water line; 15 do you? 16 A According to this, no. 17 Q You don't have any property along the top of 18 the bank. See the next entry? 19 A Yes. 20 Q Your property isn't located on that bank; is 21 it? 22 A Not according to this. 23 Q I'm blowing it up even further. See the Xs? 24 A Yes. 25 Q That's the location of the Corrie's fence;	Page 52 1 isn't it? 2 A Yeah, I think so according to this. I'm not 3 sure. 4 Q And the fence, as you can see, is actually 5 located on the Corrie's property; isn't it? 6 A According to this. 7 Q And according to this survey, somebody who 8 went out there that you hired. You hired. To find 9 the top of the water line, the top of the bank, and 10 the fence line. According to the guy that you hired, 11 everything in your complaint is incorrect; right? You 12 don't have any ownership of the pond. The fence is 13 located on my client's property; right? 14 A That's your opinion. 15 Q According to this survey, everything in your 16 complaint is wrong; isn't it? 17 A No. It's not wrong. 18 Q You don't have any ownership of the pond; do 19 you? According to this survey? 20 A I do have ownership of the pond. 21 Q According to this survey, your property is 22 not located on that pond; is it? 23 A My -- my property is located on -- on that 24 pond. 25 Q According to this survey. According to this	Page 53 1 survey you hired to be done, your property is not 2 located on that pond; is it? 3 A I do own .12 acres of it. 4 MR. SMITH: Your Honor, will you 5 instruct the witness to answer? 6 THE COURT: You can say "No, I 7 disagree." But just answer his question as best you 8 can. 9 THE WITNESS: I disagree. 10 BY MR. SMITH: 11 Q According to this survey, your property is 12 not located on the pond; is it? 13 A I disagree. 14 Q According to this survey -- 15 MR. O'KELLEY: Your Honor, he's 16 answered it, like, eight times. 17 THE COURT: He's answered the question. 18 MR. SMITH: He hasn't answered anything 19 yet. 20 THE COURT: Well, he says he disagrees 21 with your premise. 22 MR. SMITH: I don't have any other 23 questions, Your Honor. 24 // 25 //
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Page 54 1 REDIRECT EXAMINATION 2 BY MR. O'KELLEY: 3 Q Can you still see this Plat by Mr. Quinn? 4 A Yes. 5 MR. O'KELLEY: All right. 6 MR. SMITH: Your Honor, are we in re- 7 re-direct? 8 THE COURT: Redirect. Re-redirect. 9 MR. O'KELLEY: Because we didn't get 10 into it originally, I think I get to go into it. 11 THE COURT: Well, you can go into what 12 he's asking about. 13 MR. O'KELLEY: That's all I'm going to 14 do, Your Honor. 15 THE COURT: That's fine. 16 BY MR. O'KELLEY: 17 Q You see where it says, "top of slope", does 18 it not? 19 A Yes. 20 Q And is that located on your property? 21 A Yes. 22 Q And is that where it slopes down into the 23 pond? 24 A Yes. 25 MR. O'KELLEY: Thank you, Mr. Brown.	Page 56 1 MR. SMITH: Now I'd ask if these be 2 admitted into evidence as Defendant's Exhibit number 3 1. 4 MR. O'KELLEY: No objection. 5 THE COURT: All right. Any objection, 6 Mr. Little? 7 MR. LITTLE: No. No objection. 8 THE COURT: All right. Please mark 9 that as Defendant's 1, please. While we're on that 10 point, let me take a look at the photos, too, please? 11 I'd just like to look at them. 12 (Defendant's Exhibit 1 was marked for 13 identification.) 14 MR. SMITH: I've got a few copies right 15 here. 16 THE COURT: I'll take a copy. Copy's 17 fine. 18 MR. SMITH: May I approach? 19 THE COURT: Yeah, you can approach. 20 MR. SMITH: Thank you, sir. Appreciate 21 it. 22 THE COURT: So Mr. Brown, just so we 23 can clear up. This black bit, what is that? 24 THE WITNESS: That's a fence on my 25 property.
Page 55 1 MR. SMITH: Your Honor, based on that, 2 I've got some questions. 3 THE COURT: Sure. 4 RECROSS-EXAMINATION 5 BY MR. SMITH: 6 Q Mr. Brown, I'm going to show you a series of 7 pictures. And these were taken by Mr. Quinn that I 8 got through this file. Does that fairly and 9 accurately represent the condition of your property as 10 it is today? 11 MR. O'KELLEY: Your Honor, until Mr. 12 Quinn gets here, this is hearsay. 13 THE COURT: Well -- 14 MR. SMITH: I just asked him if it 15 fairly and adequately represents. 16 THE COURT: He's creating his 17 foundational question. 18 MR. SMITH: Because that's how you get 19 somebody else's photo in. 20 THE COURT: We've got to do it. 21 THE WITNESS: Yes, that's the condition 22 of the property. 23 BY MR. SMITH: 24 Q Is that your property? 25 A Yes.	Page 57 1 THE COURT: On your property? 2 THE WITNESS: Above -- at the top of 3 the banks. 4 THE COURT: You call it at the top of 5 the bank or the top of the slope? 6 THE WITNESS: Top of the slope. 7 THE COURT: Slope. Where it begins to 8 slope towards the water? 9 THE WITNESS: Yes. 10 THE COURT: Okay. Thank you very much. 11 MR. SMITH: Now, Defendant's Exhibit 12 number 1 is 21 pictures. 13 THE COURT: 21 pictures. Thank you. I 14 appreciate you identifying that. 15 BY MR. SMITH: 16 Q Mr. Brown, I'm showing you one of the 17 pictures in this stack. The black fence is your 18 fence; correct? 19 A Yes. 20 Q And that shows the slope, shown on Mr. 21 Quinn's plat; right? 22 A Yes. 23 Q And it shows the slope down and it shows the 24 fence? 25 A Yes.

Page 58 1 Q This photograph proves Mr. Quinn's plat. 2 And it shows the slop and shows the slope down into 3 the water; correct? 4 A Yes. 5 Q And you own that slope. There's no doubt 6 about that. That slope is in your yard; correct? 7 A Yes. 8 MR. SMITH: I don't have any other 9 questions; Your Honor. 10 THE COURT: Thank you. This would be 11 triple redirect. 12 REDIRECT EXAMINATION 13 BY MR. O'KELLEY: 14 Q Has the water level in this pond ever 15 changed? 16 A It goes up and down with the -- the rainfall 17 amounts and the -- it typically stays between one and 18 two feet. 19 MR. O'KELLEY: Thank you, Mr. Brown. 20 The judge may have some questions for you. 21 THE COURT: I don't have any questions. 22 Thank you. Mr. Little? 23 MR. LITTLE: No questions, Your Honor. 24 THE COURT: All right. Thank you. 25 Thank you, Mr. Brown. You may step down now.	Page 60 1 A Thirty-seven years. 2 Q And in every marriage, somebody handles some 3 stuff, somebody handles other stuff. In your 4 relationship with Mr. Brown, who has been most active 5 in handling the property that brings us here? 6 A My husband. 7 Q All right. And you heard his testimony. Do 8 you have anything you disagree with in terms of his 9 testimony here today? 10 A No. 11 Q And in terms of purchasing the property, lot 12 3, that's brings us here today, what was your 13 understanding of your ownership of the pond? 14 A My understanding is that we own a portion of 15 the pond. 16 Q Based on the deed? 17 A Based on the deed. Based on what -- the -- 18 I forgot her name, that sold us the property. 19 Q If I told you it was the Murrays does that 20 ring a bell? 21 A The Murrays. Yeah. Based on the Murrays. 22 That was the selling point. She said "There's a pond 23 back here -- 24 Q No, don't. You can't tell us what Ms. 25 Murray said.
Page 59 1 MR. O'KELLEY: At this time we call Ms. 2 Brown to the stand, Your Honor. 3 THE COURT: Can you state your name, 4 please, ma'am. 5 MS. BROWN: Joetta Brown. 6 THE COURT: Joanna Brown? 7 MS. BROWN: Joetta. 8 THE COURT: Joetta Brown. Excuse me. 9 WHEREUPON, 10 JOETTA BROWN, 11 called as a witness and having been first duly sworn 12 to tell the truth, the whole truth, and nothing but 13 the truth, was examined and testified as follows: 14 THE COURT: All right. You're under 15 oath. Please answer any questions Mr. O'Kelley may 16 have. 17 THE WITNESS: Okay. 18 DIRECT EXAMINATION 19 BY MR. O'KELLEY: 20 Q Ms. Brown, you've been in the courtroom 21 today with us since we started the trial; correct? 22 A Yes. 23 Q And you are married to Mr. Brown; correct? 24 A Yes. 25 Q How many years y'all been married?	Page 61 1 A Oh, okay. I'm sorry. Well, based on what 2 she said is why we bought it. 3 Q And that's why you've been living there 4 happily ever since; correct? 5 A Yeah. 6 Q Until this fence issue came up; right? 7 A Exactly. 8 Q And again, that was in 2021? 9 A Yes. 10 MR. O'KELLEY: Thank you, Ms. Brown, 11 that's all. 12 THE COURT: Mr. Smith? 13 MR. SMITH: I have nothing, Your Honor. 14 THE COURT: Thank you very much. Ms. 15 Brown, you may have a seat. Thank you. 16 THE WITNESS: Thank you. 17 MR. O'KELLEY: Your Honor, at this time 18 we call Brian Kendall to the stand. 19 THE COURT: Raise your right hand, 20 please. State your name, sir. 21 MR. KENDALL: Brian Kendall. 22 THE COURT: Brian Kendall? 23 MR. KENDALL: Yes, sir. 24 // 25 //

Page 62 1 WHEREUPON, 2 BRIAN KENDALL, 3 called as a witness and having been first duly sworn 4 to tell the truth, the whole truth, and nothing but 5 the truth, was examined and testified as follows: 6 THE COURT: You're under oath. Answer 7 any questions from Mr. O'Kelley. 8 DIRECT EXAMINATION 9 BY MR. O'KELLEY: 10 Q Mr. Kendall, tell His Honor where you live? 11 A I live at -- excuse me -- I live at 1676 12 Sandridge Road. 13 Q And you've been in the courtroom this 14 morning; correct? And this afternoon? 15 A Yes, I have. 16 Q And on the blow up of Mr. Hager's plat, 17 using the pointer, show His Honor where you live. 18 A I live here on lot 2, sir. 19 Q And you're next-door neighbors with my 20 clients, the Browns; right? 21 A Yes, I am. 22 Q And tell His Honor about what your 23 understanding was when you purchased lot 2, vis a vis, 24 your ownership of the pond, or your family's or 25 whoever owns your lot?	Page 64 1 A Yes, sir. So previous to the fence going 2 up, I actually met the Corries and we spoke. During 3 that time it was very cordial. We got along. He had 4 told me at the time that we'd be able to use the pond. 5 A little fishing here and there, a little bit of 6 swimming wouldn't be an issue. Approximately maybe 7 two or three weeks later, I was on the beach -- what I 8 call the beach. 9 Q What you called the beach earlier; correct? 10 A Yes, there's a slope. I was on there with 11 my tractor preparing it because my daughter was 12 getting ready to get married on my property, and 13 that's when I saw Mr. Corrie, and they were putting up 14 posts on the property. So I got off the tractor and I 15 spoke to him. He said that he had to put up a fence 16 due to a dispute with the other neighbors. I think he 17 told me it was on advice from his counsel. He did say 18 that he was going to stop at that point, just putting 19 posts up, so it wouldn't interfere with my daughter's 20 wedding. Which he did. But then after the wedding, 21 he put the fence up on approximately say about 80 22 percent of my property. 23 Q When you say 80 percent of your property, 24 you mean 80 percent along the -- 25 A So in this area here --
Page 63 1 A Yes, sir. When we purchased the plot, we 2 were told that we had 3.5 acres, .12 of that actually 3 going into the water, sir. 4 Q And when did you close on your lot? 5 A July of 2020, sir. 6 Q Okay. And from July of 2020, were you able 7 to access the pond? 8 A Initially, there was a dispute with the 9 previous owner, so we really didn't have anything 10 other than we created a beach. There was a lot of 11 brush that we cleared up and made it a nice-looking 12 beach going into the water. But we never really used 13 it because of the dispute that was going on. 14 Q With which neighbor, sir? 15 A At the time, it was the previous owner to 16 the Corries. 17 Q Okay. That would be the people who owned 18 what is called the 42.36 acreage residual on this 19 plat; correct? 20 A That is correct. 21 Q And tell the judge, you were here for Mr. 22 Brown's testimony; correct? 23 A Yes, I am. 24 Q And tell the judge what you remember about 25 the fence going up across your property?	Page 65 1 Q Hold on. Let me just finish. 2 A Okay. I apologize. 3 Q 80 percent along the proposed pond line as 4 shown on this plat, or along the north/south line? 5 Just tell the judge where it is. 6 A Along the water line. So it pretty much 7 went from -- well, it came from here and he stopped it 8 probably about 80 percent or so on my property. There 9 it stopped originally. Since then he's closed the 10 whole thing off. 11 Q And there is a picture that Mr. Brown showed 12 the court. It shows some barbed wire. I'm sure the 13 back of your property looks similar to that. 14 A I have a fence; however I do not have any 15 barbed wire. 16 Q Okay. It's an actual fence? 17 A Its like a farm fence. Yes, sir. 18 Q And since the Corries fenced it off, have 19 you been able to access the pond? 20 A Not the pond. And when it was only done 21 about 80 percent of the way, the brush was growing up, 22 so I'd go on the other side of it, and I was cleaning 23 the brush. We're trying to keep it as clean as we can 24 to the water. The brush grows really quick in that 25 area, so I went on the other side, and I cleaned it

Page 66 1 up. But since then -- and again, this was maybe about 2 two months or so ago -- he closed the fence off the 3 whole way, and I haven't done anything -- 4 Q When you say "he" do you mean -- 5 A The Corries. And I say the Corries, but I 6 didn't see them do it. I just came home one day, and 7 it was done. 8 Q All right. So you can't access the pond? 9 A No, sir. I cannot. 10 MR. O'KELLEY: Thanks, Mr. Kendall. 11 That's it. 12 CROSS-EXAMINATION 13 BY MR. SMITH: 14 Q Have you ever hired a surveyor to determine 15 whether or not you have any ownership of the pond? 16 A No, sir. I have not. 17 Q Have you hired a surveyor to determine 18 whether or not the fence is on the Corries property? 19 A I have not. 20 MR. SMITH: I don't have any other 21 questions, Your Honor. 22 THE COURT: You said that the fence was 23 completed about two months ago? 24 THE WITNESS: That's correct. Yes, 25 sir.	Page 68 1 the fence if they didn't even have counsel? 2 A Well, I'm -- it may have been from -- and 3 again, you'd have to ask Mr. Corrie, but it may have 4 been what he was saying with the previous owner. But 5 again. 6 MR. SMITH: Your Honor, I don't have 7 any other questions. 8 THE COURT: Okay. Thank you. 9 THE WITNESS: Thank you. 10 MR. O'KELLEY: And Your Honor, we have 11 one more witness. He'll be quick, and then a witness 12 who's going to take a while. So it might be time for 13 that meal break after this witness. 14 THE COURT: All right. 15 MR. O'KELLEY: So at this time we call 16 Heather Regan to the stand. And, sir, we're going to 17 leave that closed. 18 THE COURT: Tell me your name, please, 19 ma'am. 20 MS. REGAN: Heather Regan. 21 WHEREUPON, 22 HEATHER REGAN, 23 called as a witness and having been first duly sworn 24 to tell the truth, the whole truth, and nothing but 25 the truth, was examined and testified as follows:
Page 67 1 THE COURT: And you said that Mr. 2 Corrie said that his lawyer told him to put that? 3 THE WITNESS: When -- when I was 4 originally speaking to him when he was putting the 5 fence posts on what I consider my property, he said 6 that he had -- 'cause we had talked, and he said he 7 wasn't going to do that. So I asked him why was he 8 doing it, and he told me -- and I could be wrong, but 9 I believe it was on advice of his counsel to put the 10 fence up. I think that was because of problems he was 11 having with other neighbors. And again, I believe 12 that was the conversation pretty closely. 13 THE COURT: Thank you. Nothing else. 14 Any redirect? 15 MR. O'KELLEY: No, sir. 16 THE COURT: Redirect? 17 BY MR. SMITH: 18 Q When was that first conversation? 19 A The first conversation we ever had was 20 approximately April of 2021. 21 Q Prior to this lawsuit? 22 A Yes. 23 Q Prior to the Corries hiring counsel? 24 A I believe so. 25 Q So how could Counsel have told him to put up	Page 69 1 THE COURT: You're under oath. Answer 2 any questions Mr. O'Kelley asks you. 3 DIRECT EXAMINATION 4 BY MR. O'KELLEY: 5 Q Good afternoon, Ms. Regan. How are you, 6 ma'am? 7 A Okay. How are you, sir? 8 Q I'm fine. Thank you. Ms. Regan, I'm going 9 to show you what's been marked as Plaintiff's Exhibit 10 number 1, and also the bailiff and I are going to move 11 this large blowup of the exhibit closer to you. That 12 works. Can you see it? 13 A Yes, sir. 14 Q And there's a pointer here, Ms. Regan. Tell 15 His Honor what property you and your family own? 16 A We live on lot 4. 17 Q And that's to the east of the Browns; 18 correct? 19 A Yes, sir. 20 Q And you've been in the courtroom today and 21 heard the testimony of Mr. and Ms. Brown? 22 A Yes, sir. 23 Q And you just heard Mr. Kendall's testimony; 24 correct? 25 A Yes, sir.

Page 70 1 Q Tell the judge about your ownership of lot 2 4, and your access to the pond and things of that 3 nature? 4 A Yes, sir. So we contacted a realtor to go 5 out and look at the pond -- I mean the property. We 6 immediately -- the thing that attracted us to the 7 property was the pond. I lived on a boat, my husband 8 was an avid sailor, so the water was very important to 9 us. And we went out with a realtor, we literally 10 located the pin down at the bottom of the hill -- but 11 the slope, and then looked at the property 12 description, and it said it was .11 acres from that 13 last pin. 14 Q And in fact on this plat, it says lot 4 15 contains 3.15 acres total, of which .11 acres is pond; 16 correct? 17 A Right. And we located with the realtor the 18 pin, the last pin 'cause it says on the description 19 from the last pin .11 acres and took -- my husband 20 stood there and figured out how much .11 acres would 21 be, and we measured it. And it went out into the 22 water. 23 Q And when did you close on your property? 24 A April 2020. It was either March or April 25 because we did a mobile home. So the mobile home	Page 72 1 Q Do you recall your first interaction you had 2 with the Corries? 3 A I do. 4 Q All right. Tell the judge about that. 5 A Initially, we talked to them. Ms. Corrie 6 was very nice; he was kind of standoffish. But -- I 7 mean, it was -- we were glad to have neighbors, we 8 were glad to get rid of Mr. All because he was very 9 rude. We had had some argument over a supposed 10 another plat being drawn, and he told me that he had 11 just had it drawn up for his, you know, personal 12 knowledge of where stuff was. He never disclosed that 13 it had been filed or anything else. And I never gave 14 permission for anybody -- we didn't -- to come on the 15 property and do a plat. So when -- next thing we 16 know, a fence went up. 17 Q And a fence went up where? On just yours -- 18 A It went all the way to the side of my 19 property starting here -- right about here. All the 20 way down and then all the way over. 21 Q Okay. When you say down, you're talking 22 about to the south side of the property owned by the 23 Corries? 24 A Yeah. Yeah. It kind of goes -- so it goes 25 around here --
Page 71 1 company closed on it first and then we did a land home 2 package together. 3 Q A land home package whereas in you purchased 4 the property and the manufactured home? 5 A So the mobile home company bought the land 6 and then put the home on it and then we closed 7 together so that it would be a home and not a mobile 8 home. They retired the title. 9 Q So you own both? 10 A My -- it's in my husband's name. 11 Q And from the time you closed in 2020, were 12 you able to access the pond? 13 A We used the pond on and off. My kids did. 14 And then at some point -- I think his name is Steve, 15 down the way, called Mr. All. Apparently, he's the 16 tattletale for the neighborhood. 17 Q And was Mr. All the former owner of -- 18 A He was the former owner, and he showed up on 19 my porch, very angry. Talking about I can't use his 20 pond and this. And I explained to him that this says 21 we have access. My kids were out sometime after that, 22 kayaking on the pond and he threatened to call the 23 police on them. 24 Q And this is Mr. All? 25 A This is Mr. All.	Page 73 1 Q When you say "around here" you're talking 2 about to the north side of your lot; correct? 3 A Right. Yeah. And then it starts cutting 4 over a little bit and goes around and it comes right 5 to our -- to the other side of the pin here and then 6 across our property. 7 Q And do you have access to the pond anymore? 8 A I don't. 9 MR. SMITH: Your Honor, while I've let 10 this, kind of, slide, this case isn't about any of the 11 other neighbor's access to the pond. This is only 12 about the Brown's access to the pond. All of this is 13 not relevant. 14 THE WITNESS: Oh, it's coming. 15 MR. O'KELLEY: Your Honor, I disagree 16 completely. 17 THE COURT: I'm going to overrule the 18 objection. 19 THE WITNESS: We were actually right in 20 the middle of feeding babe geese that had hatched on 21 the pond. They would come up on to our -- way up in 22 our yard, and we'd feed them. And he put a fence 23 across, and we totally lost access to be able to do 24 that. 25 //

Page 74 1 BY MR. O'KELLEY: 2 Q When you say "he" you're talking about Mr. 3 Corrie; correct? 4 A Yes, sir. 5 Q And Plaintiff's number 8, is this similar to 6 what you see when you look out your back door? 7 A Oh, yes. 8 Q Barbed wire blocking access to the pond; 9 correct? 10 A Yeah. And for us it was an issue because at 11 this section right here, my son had a fort, and he put 12 up barbed wire right beside it. My son can't play 13 there anymore. I'm afraid he'll fall into it. Not 14 that he cared. 15 MR. O'KELLEY: Thank you. 16 CROSS-EXAMINATION 17 BY MR. SMITH: 18 Q Have you hired a surveyor to determine 19 whether or not everything the Corries have done is on 20 their property or on your property? 21 A No. When we first moved out there, we had 22 the land clearing company help us locate all the pins 23 and measure it, so we made sure we cleared what we 24 were allowed to. 25 Q Do you know whether or not they were	Page 75 1 surveyors or just land clearers? 2 A I have no idea. 3 Q So you've never hired a surveyor to come out 4 there and determine you have access? Or whether or 5 not the fence or the barbed wire you talked about is 6 on the Corrie's property; right? 7 A I haven't hired a surveyor, no. I mean, 8 like I said, we located the pin that is described in 9 our deed, we measured off that pin. Which takes it 10 into the water. 11 Q You and your realtor? 12 A The realtor and the land clearing gentlemen. 13 Q But not a surveyor? 14 A No, sir. 15 Q And you don't have any animosity towards 16 anybody for doing anything on their own property; do 17 you? I mean, people should be free to do what they 18 want on their property, shouldn't they? 19 A I'm going to say I do have animosity, 20 because the way that this is done has put my son in 21 danger. And -- I had to serve him with trespass 22 notice because we had "No trespass" signs up and he 23 continued to trespass on my property to put his stuff 24 up, so -- and the police officers told him to stay off 25 my property, which was down where he was putting the	Page 76 1 fence up. 2 Q But you don't have any problem with people 3 doing whatever they want on their own property; do 4 you? 5 A I do have a problem with people doing 6 whatever they want on their property. 7 MR. SMITH: All right. I don't have 8 any other questions. 9 MR. O'KELLEY: Nothing further from me, 10 Your Honor. 11 THE COURT: You may have a seat. Thank 12 you. I didn't ask if you had a question. Did you 13 have a question -- 14 MR. LITTLE: I don't have any 15 questions, Your Honor. 16 THE COURT: Mr. Little didn't have any 17 questions. Thank you. Next. No, now it's time for a 18 break, right? 19 MR. O'KELLEY: I think it would a good, 20 natural stopping place, Your Honor. 21 MR. SMITH: You know, for planning 22 purposes, can I ask how many more witnesses does he 23 have? 24 MR. O'KELLEY: One quick one and one 25 that's going to take a little bit longer.	Page 77 1 MR. SMITH: Can I ask which ones they 2 are? 3 MR. O'KELLEY: Of course. Mr. Regan, 4 who is here. And then, Elliotte Quinn who is not. 5 THE COURT: Do you want to go through 6 Mr. Regan's testimony now? 7 MR. O'KELLEY: I was going to ask if we 8 could, Your Honor. 9 THE COURT: All right. I'm going to go 10 ahead and get me my sandwich. That's off the record, 11 by the way. Are you all right with that, Mr. Smith? 12 MR. SMITH: I'm fine with that, Your 13 Honor. 14 THE COURT: All right. We'll take Mr. 15 Regan now. 16 MR. O'KELLEY: We call John Michael 17 Regan to the stand. 18 THE COURT: Raise your right hand, 19 please. Your name is Michael Regan, is that right? 20 MR. REGAN: John Michael Regan. 21 THE COURT: John Michael Regan. 22 R-E-G-A-N? 23 MR. REGAN: Yes, sir. 24 THE COURT: All right. 25 //
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Page 78 1 WHEREUPON, 2 JOHN MICHAEL REGAN, 3 called as a witness and having been first duly sworn 4 to tell the truth, the whole truth, and nothing but 5 the truth, was examined and testified as follows: 6 THE COURT: All right. You're under 7 oath. Answer any questions Mr. O'Kelley has. 8 DIRECT EXAMINATION 9 BY MR. O'KELLEY: 10 Q Good afternoon, Mr. Regan. 11 A Good afternoon. 12 Q In front of you is Exhibit number 1 and you 13 were here for your wife's testimony; correct? 14 A Correct. 15 Q And you were the big sailor who wanted to 16 live near a pond; is that right? 17 A Yes, sir. 18 Q Can you tell the judge about that? 19 A As my wife said, when we first found the 20 property, we fell in love with it absolutely. The 21 view, the pond, everything. And that's where we 22 wanted to settle down. 23 Q And when you came to find lot 4, you see lot 24 4 on that demonstrative? 25 A Yes, sir.	Page 80 1 We actually had to call the law, and they did serve 2 him with trespassing notice, even though we had put 3 "No trespassing" signs up. 4 Q And in terms of your being able to access 5 the pond, since 2021, have you been able to? 6 A No, sir. 7 Q All right. Your wife testified that there 8 is actually a fence running down, I guess it would be 9 your east property line that goes from here all the 10 way down to Sandridge Road? 11 A That -- that is correct. It's an all wooden 12 fence with wire, and then it has two layers -- two 13 rows of barbed wire on the top of that one. 14 Q And it's my understanding that this 15 property, the 42.36 acres is the Corrie's property; do 16 you see that? 17 A Correct. 18 Q And part of that property has -- if I call 19 it, I call it a flagpole or a flag, would that make 20 sense? 21 A Correct. 22 Q That goes down to Sandridge Road; correct? 23 A To give them access to that light, yes. 24 Q Correct. And does this access from 25 Sandridge Road, their lot, is that how they come on
Page 79 1 Q What was your understanding about what you 2 owned, vis a vis the pond? 3 A My understanding was that we had the land 4 itself, the 3.51 acres plus the .11 acres of the pond, 5 thus giving us access to the pond. 6 Q And do you have any reason to contradict 7 anything your wife said about access and access being 8 blocked and all that? 9 A No, sir. 10 Q All right. What about your determination of 11 where the lot actually went into the water? Tell the 12 judge about that. 13 A When we first went out to look at the land, 14 we had the -- the guy who was going to clear the land 15 with us. But we actually went and looked 16 at -- there's the pin right here, and we actually 17 measured out from that pin, and that spot fell within 18 the water. I want to say it was -- and I don't 19 remember the exact number of feet, but we did measure 20 it out and it did fall into the water at that time. 21 Q And tell His Honor about what has happened 22 since with your having access? 23 A Obviously, with the fence up, we have no 24 access to it. As a matter of fact, Mr. Corrie 25 actually trespassed on our land to put his fence up.	Page 81 1 and off this property? 2 A Yes, sir. 3 Q Okay. I forgot to ask your wife about that. 4 She stated that the fence now cuts off your access to 5 the pond in total; correct? 6 A Correct. 7 MR. O'KELLEY: Thank you, Mr. Regan. 8 That's all. 9 THE COURT: Mr. Smith? 10 CROSS-EXAMINATION 11 BY MR. SMITH: 12 Q Mr. Regan, I just have one question. Do you 13 think if you have pond frontage or what was it .11 14 acres? 15 A Yes, sir. Yeah. 16 Q Do you think that that would give you access 17 to the entire pond at that point? 18 A Yes, sir. 19 Q And what is that based on? 20 A Well, if an airplane's flying over land, it 21 still can use the air. So if you're on top of the 22 water, you're not touching the land underneath it. 23 Q But the Corries would own all the land, I 24 mean even given your proposition that you own just a 25 little bit of the property, they would own all the

Page 82 1 land underneath that pond that you're on; right? 2 A Underneath it, yes. 3 MR. SMITH: I have no other questions, 4 Your Honor. 5 THE COURT: Thank you. All right. 6 Thank you, Mr. Regan. 7 THE WITNESS: Yes, sir. 8 THE COURT: We're going to take a break 9 now. How much time do you want? Let's ask that 10 question. 11 MR. O'KELLEY: I mean, whatever anyone 12 can run and elevate -- 13 THE COURT: It's going to take about an 14 hour, I'd say. At least. Let's get back at 2:30. 15 MR. O'KELLEY: All right, sir. 16 (Off the record.) 17 THE COURT: Mr. O'Kelley. 18 MR. O'KELLEY: Thank you, Your Honor. 19 At this time we call Madelyn Jones to the stand. 20 MS. JONES: Are you talking about me? 21 MR. O'KELLEY: Yes, ma'am. 22 THE COURT: Put your left hand on the 23 Bible and raise your right hand for me, please, ma'am. 24 State your name, please? 25 MS. JONES: Madelyn Jones.	Page 84 1 UNKNOWN SPEAKER: Yes, sir. 2 MR. O'KELLEY: Can you put that back 3 leg into that hole? There we go. 4 UNKNOWN SPEAKER: It's going to stay. 5 MR. O'KELLEY: Okay. There we go. 6 DIRECT EXAMINATION 7 BY MR. O'KELLEY: 8 Q Good afternoon, Ms. Jones. How are you? 9 A I am fine, sir. Thank you. 10 Q Yes, ma'am. Are you the Madelyn Jones whose 11 signature is on this plat? 12 A Yes, it is. 13 Q All right. And your husband was Paul Jones; 14 correct? 15 A Yes, sir. 16 Q And y'all owned the acreage that brings us 17 here today and got it subdivided at some point; 18 correct? 19 A Yes, sir. 20 Q And Exhibit 1, which is right in front of 21 you, I'll tell you, is the smaller version of this 22 document. 23 A Okay, I see that. 24 Q And do you recall hiring Mr. Hager to do 25 this survey?
Page 83 1 WHEREUPON, 2 MADELYN JONES, 3 called as a witness and having been first duly sworn 4 to tell the truth, the whole truth, and nothing but 5 the truth, was examined and testified as follows: 6 THE COURT: You may have a seat and 7 answer the questions that the lawyers have for you. 8 THE WITNESS: Right here? 9 THE COURT: Yes, ma'am. 10 THE WITNESS: Okay. 11 THE COURT: And just let me know if you 12 get uncomfortable in any way. 13 THE WITNESS: Okay. 14 THE COURT: And we can take a break. 15 THE WITNESS: I don't need that. 16 UNKNOWN SPEAKER: Okay. 17 THE WITNESS: I just had half a glass 18 of tea. 19 UNKNOWN SPEAKER: Yes, ma'am. 20 THE WITNESS: That. I don't know where 21 it came from. 22 THE COURT: Oh, stay right there, 23 ma'am. Don't say anything. 24 MR. O'KELLEY: Looks like it's about to 25 fall apart.	Page 85 1 A Yes. 2 Q All right. And you were in the courtroom 3 today when he testified; correct? 4 A No, he had already testified before I left. 5 I mean before I got there. 6 Q Before you get here? 7 A Before I got there. 8 Q Okay. And do you recall that you and your 9 husband subdivided your property into one, two, three, 10 four, five lots with some acreage in the back? 11 A Right. 12 Q And you were putting a pond on the property; 13 correct? 14 A Well, it wasn't a pond to start with. We 15 were a construction company, and he had to buy dirt. 16 We had to get dirt. So we went out in the boonies, 17 and found some land, and I bought 130 acres. And we 18 dug big old holes on the land to get the dirt to go to 19 job sites. We didn't -- we didn't dig it to make a 20 pond out of it. 21 Q You were using it in construction; correct? 22 A Right. 23 Q Yeah. But at some point, for the property 24 that brings us here today, you all decided to put a 25 pond in this property?

Page 86 1 A No. No. No. 2 Q Isn't this your signature, Ms. Jones? 3 A It's my signature, but we did put a pond out 4 there. That -- that was a dirt hole. 5 Q Correct. But you signed off on a plat that 6 says "proposed pond;" did you not? 7 A I don't -- I -- I -- just like I told 8 somebody yesterday, I did not know about the proposed 9 pond until day before yesterday. 10 Q Even though this is your signature; correct? 11 A Yeah. Yeah. 12 Q And this says what, ma'am? 13 A I -- I understand. I understand. But I 14 didn't know what I was doing. 15 Q Okay. But let me show you another document, 16 and as if this is your signature on this document. 17 This is Exhibit 5, it's a deed from Paul W. Jones and 18 Madelyn W. Jones to Keith and Stephanie Murray. Is 19 that your signature, Ms. Jones? 20 A Yes, that's my signature. 21 Q All right. Do you recall selling lot 3 to 22 the Murrays? 23 A I sold all those lots to people, but I can't 24 remember all their names. I sold -- I sold every one 25 of those lots.	Page 88 1 Q Lot 3 is described in this deed. 2 A Three and a half acres. 3 Q What else does it say? 3.5 acres total, .12 4 acres pond; correct? 5 A Yeah. 6 Q All right. Look at this plat, what does it 7 show for lot 3? Shows 3.5 acres total, .12 acres 8 pond; correct? 9 A Well, that's what -- that's what those 10 numbers up there at the bottom of the pond. 11 Q Yes, ma'am, but I'm just saying you sold the 12 Murrays their lot according to this plat; correct? 13 A Right. 14 Q And did you market these properties as being 15 waterfront? 16 A No. 17 Q Well, how'd you market them? Did you just 18 say, "We just have some property out here, and whoever 19 wants to buy them can buy them"? 20 A Yeah. 21 Q Did you use a realtor? 22 A That I can't remember, sir. I'm sorry. 23 Q Okay. That's all right. This plat was done 24 in 2005; do you see that? 25 A Mm-hmm.
Page 87 1 Q Does this help your recollection that you 2 sold lot 3 for \$42,000 to Stephanie and Keith Murray? 3 MR. O'KELLEY: Just one second. I 4 think it's Exhibit 5, Your Honor. Five. 5 THE WITNESS: See, this -- how many 6 years ago was that? 7 BY MR. O'KELLEY: 8 Q I'm just asking, do you remember -- 9 A I know. I understand. I understand, but 10 that was so long ago that I cannot remember names. 11 Q I understand. This was back in 2020. 12 Excuse me, 2011. 13 A Right. 14 Q Was that your signature in 2011; if you 15 recall? 16 A Yeah. 17 Q Okay. But you don't remember specifically 18 selling lot 3 to the Murrays? 19 A No. I -- I can't remember names. 20 Q But this is your signature on this deed; 21 correct? 22 A Yes, sir. Yes, sir. 23 Q And are you aware this deed references this 24 plat, or you don't have any knowledge about that? 25 A Do what now?	Page 89 1 Q We need a yes or no, ma'am, for the record. 2 A Well, if that's -- that's what it says, I 3 did. 4 Q Okay. And again, we've established this is 5 your signature; correct? 6 A Right. 7 Q And were you here for Mr. Brown's testimony? 8 A Yes, but I don't know nothing about Mr. 9 Brown. 10 Q Okay. You've never had any dealing with 11 him; have you, Ms. Jones? 12 A No. 13 Q All right. To your knowledge, have you gone 14 out and looked at these properties since this plat was 15 done? 16 A Heavens no. I probably couldn't find it. 17 Q Do you recall selling these residual acres 18 to people whose last name is All? A-L-L? Well, let 19 me ask you this way, I think you sold it to some 20 people named Carner who then sold it to the Alls. Do 21 you remember the Carners? 22 A I think it was the back -- the -- All got 23 it, and they sold it to Carner. 24 Q All right. 25 A I think.

Page 90 1 Q Okay. 2 A 'Cause that's when somebody put up a fence. 3 Q All right. Well, let me show you. This 4 shows that Madelyn Jones, being you, sold property to 5 the Alls. Do you see that? 6 A Yeah. 7 Q Okay. Does that refresh your memory, ma'am? 8 A No. I -- I don't know the names. 9 MR. O'KELLEY: Okay. All right. Thank 10 you very much. Appreciate it. 11 THE WITNESS: I'm free? 12 MR. O'KELLEY: No, ma'am, not yet. But 13 maybe in a minute. 14 THE WITNESS: Okay. 15 THE COURT: Any questions? 16 MR. SMITH: I don't have any; Your 17 Honor. 18 THE COURT: All right. Thank you very 19 much. You're free to go. 20 MR. O'KELLEY: You are free, ma'am. 21 THE COURT: Do you have any questions, 22 Mr. Little? 23 MR. LITTLE: No, Your Honor. 24 THE COURT: Okay. Mr. Little didn't 25 have questions either. Okay. You may have a seat.	Page 92 1 Q And prior to your work with Banks, how were 2 you employed? What'd you do for a living? 3 A I was -- I went to -- graduated from college 4 in 1974 and I worked under a registered surveyor until 5 1987. And became registered in 1987. 6 Q And you've been licensed ever since? 7 A I have. 8 Q All right. And in terms of the matter that 9 brings us here today, it's my understanding that you 10 completed a survey and plat that we have marked as 11 Exhibit number 2. Do you recognize that document? 12 (Plaintiff Exhibit 2 was marked for 13 identification.) 14 A I do. 15 Q All right. Sir, if you could, please tell 16 the court how you came to produce that plat? 17 A This plat was a retracement of an exist -- 18 two existing plats. One from Mr. Hager dated '05 19 regarding cabinet K-157, and Mr. Albert Ray Judy May 20 23, 2007, regarding cabinet L, page 67, sheet 3. 21 Q And the plat that's K-157 is Exhibit number 22 1 and the enlarged, demonstrative blowup that's to 23 your right? 24 A That's correct. 25 Q All right, sir. So you relied on Mr.
Page 91 1 THE WITNESS: Don't pull my arm, just 2 hold my hand. 3 THE COURT: Oh, can you get up? There 4 you are. 5 THE WITNESS: I got bad knees. 6 MR. O'KELLEY: Do you need help? 7 THE WITNESS: No, I got it. 8 MR. O'KELLEY: Okay. Your Honor, at 9 this time we call Mr. Richard Rhode to the stand. 10 THE COURT: Mr. Richard Rhode. State 11 your name, please? 12 WHEREUPON, 13 RICHARD RHODE, 14 called as a witness and having been first duly sworn 15 to tell the truth, the whole truth, and nothing but 16 the truth, was examined and testified as follows: 17 THE COURT: You're under oath. Answer 18 any questions from Mr. O'Kelley. 19 DIRECT EXAMINATION 20 BY MR. O'KELLEY: 21 Q Good afternoon, Mr. Rhode. Would you please 22 tell His Honor how you're employed? 23 A I'm presently employed by Banks Construction 24 Company. I'm the survey division manager of the 25 company.	Page 93 1 Hager's work in drawing up your own plat; correct? 2 A I surveyed the 42 -- 42.36-acre residual 3 area. 4 Q And that's what you were hired to survey; 5 correct? 6 A That's correct. 7 Q All right, sir. And tell the court how it 8 works in terms of when you're surveying certain 9 acreage, that's all you're surveying. You're not 10 surveying the surrounding properties; correct? 11 A That's correct. 12 Q And in terms of lots 1, 2, 3, 4, and 5, you 13 weren't hired to make determinations about those lots; 14 correct? 15 A I -- I was required to make sure -- were 16 with the -- the corners that's depicted on the -- of 17 the -- of the properties. 18 Q So in other words, when you were doing your 19 survey, you had to confirm what Mr. Hager found; 20 correct? 21 A Correct. 22 Q And were you able to do that, sir? 23 A Some of the corners were wrong, and some 24 were obliterated, and I had to reestablish. 25 Q And why would they have been obliterated?

Page 94 1 A Have no clue. They just weren't there. 2 Q They just weren't there; correct? 3 A That's correct. 4 Q And that could happen for various reasons, 5 we just don't know; right? 6 A Just don't know. 7 Q Okay. In terms of your plat, were you able 8 to make any determination about the pond and whether 9 the lots on Mr. Hager's plat were actually waterfront 10 or not? 11 A Well, at that time -- there is a line on my 12 plat that -- that shows a jagged line, which is the 13 approximate water line at that time. 14 Q And water lines can change over time, can't 15 they? 16 A It's according to whether they'd 17 controlled -- controlled structure. 18 Q For example if it rains a lot, or if we've 19 been in a drought, or if it's as you said a controlled 20 structure with a dam. Lots of variables; correct? 21 A Lots of variables. 22 Q All right. And did you make any 23 determination about whether lot 3 was actually -- 24 A I did not survey lot 3. My -- my survey was 25 for the residual.	Page 95 1 MR. O'KELLEY: Thank you, Mr. Rhode. 2 MR. SMITH: I have no questions, Your 3 Honor. 4 THE COURT: May I see the survey, 5 please, sir? 6 THE WITNESS: Sure. 7 THE COURT: Thank you very much. I 8 have no questions. Do you have any questions, Mr. 9 Little? 10 MR. LITTLE: No, Your Honor. 11 THE COURT: All right. That concludes 12 your testimony, sir. Thank you. 13 THE WITNESS: Thank you. 14 MR. O'KELLEY: And Your Honor, at this 15 time I call Elliotte Quinn to the stand. 16 THE COURT: State your name for me, 17 please, sir. 18 MR. QUINN: Elliotte Quinn. 19 WHEREUPON, 20 ELLIOTTE QUINN, 21 called as a witness and having been first duly sworn 22 to tell the truth, the whole truth, and nothing but 23 the truth, was examined and testified as follows: 24 THE COURT: You're under oath. Answer 25 any questions from Mr. O'Kelley, please.	Page 96 1 DIRECT EXAMINATION 2 BY MR. O'KELLEY: 3 Q Good afternoon, Mr. Quinn. How are you 4 doing? 5 A Doing well. 6 Q Good. Would you please give your background 7 to His Honor in terms of education, work history, 8 licensing, all those things? 9 A I -- education-wise, I attended Erskine 10 College and I have a degree in Civil Engineering 11 Technology and Surveying from Midlands Technical 12 College in Colombia -- thank you, sir. I have been a 13 licensed professional surveyor in South Carolina since 14 1985, and I'm also licensed in North -- North Carolina 15 and Georgia. 16 Q And where are you currently working? 17 A I have -- for the past 26 years, I have 18 worked for Thomas and Hutton Engineering Company. And 19 I am one of the stockholders there. 20 Q And Mr. Quinn, I'm going to show you what 21 we've marked as Exhibit number 3. I'm going to have 22 some questions about that document. Tell His Honor 23 how you came to be involved in this case? 24 A I was contacted by your firm to prepare a 25 survey of lot 3 in relation to an existing pond. So	Page 97 1 we went out, surveyed the lot, and located the various 2 features of the pond. 3 Q And tell His Honor about the "Notes" section 4 of a surveyor's plat. Does that reference what you 5 referenced to come up with this plat. How does it 6 work? 7 A Yes. Well, the notes -- some notes are 8 required and some of the notes we list here really are 9 not so much applicable for this survey. Like flood 10 zone wasn't really a part of what we were doing, but 11 the counties and municipalities require that 12 information. But it also references the taxment 13 number the deed book and page for the ownership of the 14 property and who the property owners are at that time. 15 Q And it states in here that you all did not 16 do a title search; correct? 17 A That is correct. 18 Q Does that ever happen when you do surveying 19 work? Or can it happen? 20 A We do not do title searches, but many times 21 we are provided with a title search for fear -- for 22 fear by our client or an attorney. 23 Q And there was no title search given to you 24 in this case; correct? 25 A That is correct.
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Page 98 1 Q And are there references to old plats in 2 your notes? 3 A In there are no references to the -- to the 4 recorded plates, but in the title of the survey, is 5 the reference to the recorded plat. 6 Q And that would be a plat that we've 7 discussed today. That's plat K-157; correct? 8 A That is correct. 9 Q All right, sir. But your task was not to 10 reference Exhibit 1, the demonstrative K-157. It was 11 to go out there and see what was on the ground, for 12 lack of a better term; correct? 13 A The way I understand my task in this 14 situation was that we were to survey lot 3 in relation 15 to this -- to the K-157 plat as well as the plat 16 prepared by Mr. Rhodes and compare that to what we 17 found on the ground and to the existing pond. 18 Q And you just heard Mr. Rhodes. You've been 19 in the courtroom for some time; correct? 20 A Yes. 21 Q And you heard his testimony saying, I -- he 22 rather, not I. But he, Mr. Rhodes, survey was of the 23 residual property; correct? 24 A Correct. 25 Q And you understood that when you looked at	Page 100 1 that. 2 A Well, the corners are not at the -- at the 3 lot line. So the corner is along the sidelines, at an 4 offset from the actual corner of the lot, so the 5 monument to the corner is an offset to the actual 6 corner. 7 Q And in terms of where the pond it, does the 8 water level of the pond matter, in your mind? 9 A Well, it mattered in our mind because 10 that's -- our task was to locate the pond in relation 11 to the -- to the property corners. 12 Q And what did you ultimately determine? 13 A We determined that the water line of the 14 pond, the actual water level of the pond was beyond 15 the -- the bounds of lot -- well, 2, 3, 4. 16 Q But you didn't make a determination about 17 ownership of that section that was beyond the bounds; 18 did you, sir? 19 A No. Ownership is a legal term, not a 20 surveying term. 21 Q That's for His Honor to decide? 22 A Exactly. 23 Q And no one's asked you your opinion about 24 that; have they, sir? 25 A No, they have not.
Page 99 1 his plat in connection with yours; correct? 2 A I did. Yes. 3 Q And you understood Mr. Hager's plat said, 4 "proposed pond, lot 3" which the title was supposed to 5 have .12 acres on the pond; correct? 6 A That' is the way Mr. Hager's plat is -- is 7 labeled, yes. 8 Q All right, sir. And Mr. Quinn, what did you 9 discover when you went out to the property? Just walk 10 us through your plat, in other words. 11 A Okay. My crews surveyed lot 3. Found all 12 of the corners of lot 3, which the back to corners -- 13 Q And you're pointing to -- 14 A -- at the northeast corner and the northwest 15 corner of lot 3, were actually offsets to the actual 16 corner of the lot. I believe there's 17 feet or -- 17 yeah, 17 fee on the -- on the plat. They are set 18 along the bank of the -- pond. And we also surveyed - 19 - we -- because of the issue in which we were made 20 aware of going in, we also located the back corners of 21 lots 2 through 4. And the intermediate corner on the 22 rear line of lot 1. So we verified this entire back - 23 - monumented back line. 24 Q And you stated a second ago, there were 25 corners along the bank. Explain what you mean by	Page 101 1 Q They've only asked you your opinion about 2 what you found on the dirt; correct? 3 A That is correct. 4 MR. O'KELLEY: Thanks, Mr. Quinn. 5 CROSS-EXAMINATION 6 BY MR. SMITH: 7 Q Mr. Quinn, I'm showing you a blowup version 8 of your plat; do you recognize that? 9 A I do. 10 Q And is this the back property line of the 11 Brown's property as it interfaces with the Corrie's 12 property? 13 A Yes, it is. 14 Q Are these lines, the dotted lines, the Xs, 15 those kind of things, were those done by your office? 16 A Yes, they were. 17 Q All right. The first dash/dot line is 18 labeled "Top of waterline." What does that mean? 19 A That was actually the level of the water 20 surface at the date of our survey. 21 Q In the pond? 22 A In the pond. 23 Q Is the edge of the water located on the 24 Brown's property? 25 A No, sir, it is not.

Page 102 1 Q Is it beyond the Brown's property? 2 A Yes, sir, it is. 3 Q The next line is "slope 33 percent slope 4 this area." Tell me what that is? 5 A So the -- there's the level of the water, 6 and I'm sorry I can't describe this in a way for the 7 court reporter to -- and then there's the -- the top 8 of the dirt, and then it's -- the bank or the slope, 9 that -- the cut of the land going down to the water 10 level is at 33 -- a 33 percent grade. So rise over 11 run, it's .033 [sic]. 12 Q And the top of that bank as it descends to 13 the water, is that located solely on the Corrie's 14 property? 15 A Yes, it is. 16 Q Is that beyond the property owned by the 17 Brown's 18 A Yes, it is. 19 Q Do the Browns have any ownership of that 20 sloped area? 21 MR. O'KELLEY: Your Honor, I'm going to 22 object to that. That's for your determination. 23 THE COURT: But the question -- 24 MR. O'KELLEY: He's not making that 25 determination.	Page 104 1 Q I'm blowing it up so you can see the Xs. Do 2 the Xs, do they mark the spot of where the fence is? 3 A The Xs are a line type for a fence. It's a 4 straight line with Xs in it to indicate a fence. And 5 the fence is just outside of the platted property 6 lines of the Brown's lot. 7 Q Is the fence that you saw wholly located on 8 the property of the Corries? 9 A Yes, it is. 10 Q All right. I'm going to read you some 11 statements out of the complaint, and I'm going to ask 12 you if you agree with them or not. Paragraph 18 of 13 the complaint says "the defendants George B. Corrie 14 and Shawna Corrie have owned their property since 15 2021. Since taking ownership, they have fenced off 16 access to the pond on the north side of their property 17 and are prohibiting the plaintiff's quiet and 18 enjoyment of their land. Have the Corries, in fact, 19 placed any fencing on the Brown's property? 20 MR. O'KELLEY: Your Honor, I think that 21 calls for a legal conclusion. 22 THE COURT: No. Overruled. 23 BY MR. SMITH: 24 Q Have the Corries put any fence, whatsoever, 25 on the Brown's property?
Page 103 1 THE COURT: Oh. I'll sustain the 2 objection. I think you can reword it. 3 BY MR. SMITH: 4 Q Is the sloped area located on the Browns' 5 property? 6 A The sloped area is beyond the property area 7 of the Brown's property. 8 THE COURT: You're talking about the 33 9 percent slope; correct? 10 THE WITNESS: Yes, sir. The first 11 level of dirt beyond the water level. 12 THE COURT: Thank you. 13 BY MR. SMITH: 14 Q And again, you were hired by the counsel for 15 the Browns to do this survey; weren't you? 16 A Yes, sir. 17 Q You could have done this survey prior to 18 them filing suit. You could have done it at any time, 19 couldn't you? 20 A Yes, sir. As long as someone was paying me. 21 Q As long as somebody had asked you? 22 A Yes. 23 Q You also surveyed the fence that's located 24 there? 25 A Yes. Yes, we did.	Page 105 1 A The Corries have not put any fence within 2 the platted lines of the Brown's property. 3 Q Paragraph 19, it states, "The plat dated May 4 28, 2005, which is the proposed pond plat, recorded on 5 June 21, 2005 in the Office of the Register of Deeds 6 in book K, page 157, clearly shows Plaintiff's 7 property," -- the plaintiff's are the Browns -- "lot 3 8 contains three and a half acres of which .012 [sic] 9 acres is in the pond, which the defendants, George and 10 Corrie H. and Shawna Corrie have fenced off." In 11 fact, have the Corries fenced off any of the property 12 that belongs to the Browns? 13 A No, sir. As I stated before, the fence lies 14 just beyond the platted lines of the -- you know, the 15 Browns property. 16 Q And the only thing that the fence does is 17 separates the Brown's property from the Corrie's 18 property; correct? 19 A I guess I could agree with that. Yes. 20 Q Have they, in fact, denied the Browns with 21 that fence, any access to any part of their property? 22 The Brown's property? 23 A No, they have not. 24 Q "The defendants George B. Corrie" -- 25 Paragraph 20 -- "George B. Corrie, II, and Shawna

Page 106 1 Corrie, plat dated October 13, 2018," -- which is the 2 one we just heard from a previous witness -- "and 3 recorded on December 17, 2018, at the Office of the 4 Register of Deeds in book M, at page 159 does not 5 survey Plaintiff's property and incorrectly shows no 6 ownership interest in the pond for the owners of lots 7 1 through 4 on the 2005 plat." In fact, didn't you 8 look at the other plats? The other two plats? 9 A I did look at the other two plats. Yes, 10 sir. 11 Q And I think you testified in your deposition 12 that they're withing a hundredths of a degree of being 13 agreeable; right? 14 A Yes. The -- all of the plats 15 involved -- the surveys of all check within reasonable 16 tolerances within. 17 Q Do any of the surveys, including yours, show 18 any ownership interests in the water part of pond? 19 A To where the water is currently located, no. 20 Q If you define the pond as beginning at the 21 slope, and we'll get to this now, the Corries could 22 have ownership of part of the pond; couldn't they? If 23 you look at -- I'm sorry, I don't want to talk about 24 ownership -- you look at your next line, "top of 25 slop." See it up there?	Page 108 1 Q So if you define "pond" as starting at the 2 top of that gradual slope, they could, in fact, have 3 part of it on their property; couldn't they? 4 A Yes, they would. 5 Q And that's what you went by in your 6 deposition. Depends on how you define "pond," which I 7 finally got? 8 A That is correct. 9 Q All right. But as we are here today, the 10 water part of this, where the water's located, isn't 11 located at all on the Brown's property; is it? 12 A At the current water level, it's not located 13 on the Brown's property. 14 Q The fence isn't located on the Brown's 15 property, it's on the Corries property; correct? 16 A That is correct. 17 Q Paragraph 27 of the complaint says, 18 "Defendants George B. Corrie and Shawna Corrie," which 19 are my clients who constructed the fence, "have 20 constructed a fence blocking Plaintiff's access to a 21 portion of the pond they are entitled to and continue 22 to trespass on Plaintiff's property." Is the fence, 23 in any way, located on the plaintiff's property? 24 A The fence is not located on the Brown's 25 property based on our survey.
Page 107 1 A Yes. 2 Q That's in the Brown's property; correct? 3 A It is. 4 Q Tell me what that slope is. 5 A So the Brown's property, from our survey, is 6 relatively flat, and then reaches that point where we 7 labeled as "top of slope," and then it starts a much 8 deeper slope off into the pond. 9 Q And I'm going to show you some pictures 10 which have admitted into evidence as Defendant's 11 Exhibit number 1. Is that a picture showing that 12 slope? 13 A That's this top one? 14 Q That's the top picture. 15 A Yes, it is. That is the slope. The top of 16 slope would be right here. 17 THE COURT: Okay. 18 BY MR. SMITH: 19 Q And the black fence that's shown in that 20 picture is the Brown's property; correct? 21 A Correct. 22 Q And then you have the general slope that 23 goes down to the more steep slope that you were 24 talking about earlier? 25 A Yes.	Page 109 1 Q Is the fence in any way blocking access to 2 the Browns to any part of their property? 3 A No, it is not. 4 Q The paragraphs that I've read to you could 5 have been discovered before this lawsuit's filed? 6 MR. O'KELLEY: Your Honor, that calls 7 for speculation, he could have -- 8 THE COURT: Sustained. 9 BY MR. SMITH: 10 Q The elements of this that you looked at, the 11 water level, the slope, the fence, all existed prior 12 to the lawsuit; right? 13 MR. O'KELLEY: Your Honor, again, he 14 doesn't know. 15 BY MR. SMITH: 16 Q Well, according to the complaint. They 17 filed a complaint alleging existence of a fence; 18 right? I read these paragraphs to you in the 19 complaint; correct? 20 A Yes. Yeah. 21 Q So if they're alleging in the complaint that 22 there's a fence there denying access, can't we just 23 assume there's a fence there just like they put in the 24 complaint? 25 A I don't know if I follow your question.

Page 110 1 Q Well, their allegations in the complaint are 2 that the Corries constructed a fence which blocks them 3 from access of their property. Isn't that one of the 4 allegations of the complaint? 5 A That is what you read. Yes, sir. 6 Q So can you and I assume that if they alleged 7 it in the complaint, that fence, in fact, existed? 8 This isn't something they dreamed up? That it existed 9 prior to the complaint? 10 A I would think so, yes. 11 Q The existence of the fence, the slope, the 12 water, all of that could have been determined prior to 13 the lawsuit being filed; couldn't it? 14 MR. O'KELLEY: Same objection, Your 15 Honor. 16 THE COURT: Sustained. 17 BY MR. SMITH: 18 Q The water's existed there for some time; 19 hasn't it? 20 A I would have to assume so, yes. 21 Q The bank's been there for some time; right? 22 A Yeah. Yes, sir. 23 Q The slope's been there for some time; right? 24 A I would have to assume so, yes. 25 Q The fence was there before this lawsuit was	Page 111 1 filed; right? 2 A It sounds that way, yes. 3 Q If the plaintiffs had hired you to go out 4 there and look at that beforehand, you could have 5 found all those things; couldn't you. 6 THE COURT: Repeat your last question. 7 BY MR. SMITH: 8 Q The water's been there for some time; right? 9 A Yes. 10 Q The slope's been there for some time; right? 11 A Appears that way, yes. 12 Q The gradual slope's been there for some 13 time; right? 14 A I would think so, yes. 15 Q And the fence we've just talked about 16 because it's alleged in the complaint, existed prior 17 to the filing of the complaint; right? 18 A It would seem so, yes. 19 Q Those items you could have found prior to 20 this lawsuit being filed? 21 MR. O'KELLEY: And that's my objection; 22 Your Honor. 23 THE COURT: Sustained. He wouldn't 24 have knowledge of what was said before he did his 25 survey.	Page 112 1 MR. SMITH: Your Honor, he determined 2 that it had been there for a long period of time. You 3 could look at it and tell. 4 MR. O'KELLEY: That's a matter of 5 argument, I think. I don't think this witness can 6 testify to what he didn't see before he went out to 7 the property. 8 MR. SMITH: Sorry. 9 THE COURT: It's hypothetical. It's a 10 possibility issue. But certainly a matter that you 11 can argue based on his testimony thus far. 12 MR. SMITH: I don't have any other 13 questions, Your Honor. 14 THE COURT: Thank you, Mr. Smith. 15 MR. O'KELLEY: Please stay, Mr. Quinn. 16 REDIRECT EXAMINATION: 17 BY MR. O'KELLEY: 18 Q If you'll just read the property description 19 of what lot 3 is into the record, please, sir? 20 A Lot three is more particularly shown on that 21 certain plat entitled "Plat to show the subdivision of 22 a portion of a 65.25-acre tract surveyed to show -- 23 Q Please slow down just a bit for the 24 reporter. I just saw her hands flying. 25 A Sorry about that.	Page 113 1 Q I just saw her, like, frantically typing, so 2 just -- let's go a little bit slower. 3 A Survey for Paul W. and Madelyn W. Jones 4 located six miles southeast of Grover, Dorchester 5 County, South Carolina, dated February 6, 2005, 6 revised May 28, 2005. Prepared by Raymond B. Hager, 7 South Carolina RLS number 15185, and recorded in Plat 8 cabinet K, page 157. 9 Q All right, sir. It is what was being 10 transferred there was lot 3; correct? 11 A Correct. 12 Q And it says lot 3, 3.6 ac total; correct? 13 A Yes. 3.5 acres total, and 0.12 acres pond. 14 MR. O'KELLEY: Thank you, Mr. Quinn. 15 RECROSS-EXAMINATION 16 BY MR. SMITH: 17 Q Mr. Elliotte, you went out to this property; 18 didn't you? 19 A Not personally, no, sir. 20 Q It's been surveyed by your crew? 21 A Yes, it has. 22 Q And based on the survey that your crew did, 23 they sent you the measurements and send you the 24 points, and you've looked at this plat that shows a 25 proposed pond. Isn't it your testimony that the pond
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Page 114 1 just wasn't built where it's shown on that plat? The 2 2005 plat? 3 A As I said in my deposition, it depends on 4 how you define "pond". 5 Q I understand. That's where we got into it. 6 The water portion of the pond, it's not as shown on 7 that plat; is it? 8 A It is not reflected by the line showing 9 "proposed pond" on that plat, correct. 10 Q The actual water portion of the pond is not 11 as shown as it's show on that as "proposed pond"; 12 correct? 13 A Correct. As outlined in the "proposed 14 pond." 15 Q The previous owner, I guess in 2005, 2006, 16 whenever, just didn't dig it all the way to the edge 17 that's shown on that plat; correct? 18 MR. O'KELLEY: Your Honor, he has no 19 idea what the previous owner did or didn't do. 20 THE COURT: I'll sustain the objection. 21 Try another way, Steve. 22 BY MR. SMITH: 23 Q The pond is not as constructed as was shown 24 on that plat; is it? 25 A The water level, the line of the pond, is	Page 115 1 not constructed as shown on that plat, correct. 2 MR. SMITH: All right. I don't have 3 any other questions, Your Honor. 4 MR. O'KELLEY: Nothing further, Your 5 Honor. 6 THE COURT: Mr. Little? 7 MR. LITTLE: No questions, Your Honor. 8 THE COURT: No questions from Mr. 9 Little. All right. Thank you very much. Appreciate 10 your help. 11 THE WITNESS: Yes, sir. 12 MR. O'KELLEY: Your Honor, I'm happy to 13 report that because of the professionalism of opposing 14 counsel and the way we've been able to short circuit 15 things, that's all we've got for our case. I mean, 16 it's only three o'clock, but at this time, I would 17 make a motion for a directed verdict in my clients' 18 favor, based on the testimony that's come in. No 19 one's refuted the deed unto my client's that 20 references the plat that's the demonstrative exhibit 21 that shows they were supposed to get .12 acres of the 22 pond. 23 Importantly, Your Honor, there have 24 been two stipulations filed for the case. One by the 25 Murrays, who were my client's sellers. And one by the	Page 116 1 Alls what were the Corries sellers that -- 2 MR. SMITH: Your Honor, I'd like to 3 address that. I hate to interrupt, but I'd like to 4 address that privately with you and with Counsel. 5 Because I have something to disclose to Mr. Hamlin, I 6 don't want to do it in front of people. 7 MR. O'KELLEY: I don't -- 8 THE COURT: Not sure where you were 9 going, I'm not sure what he was going to say. I think 10 as far as getting out of here, we take a little break 11 and let me hear where you're going before we put it on 12 the record. 13 MR. O'KELLEY: Sure. 14 THE COURT: Okay. 15 MR. SMITH: Can we do it in chambers? 16 THE COURT: Sure. I'm going to ask you 17 to come back. 18 (Off the record.) 19 THE COURT: All right. Everyone have a 20 seat. Okay. There was a prior order that's been 21 filed that we're going to revise the prior order that 22 was filed. That's the end of it? 23 MR. O'KELLEY: Correct, Your Honor. It 24 was a stipulation dismissal. 25 THE COURT: You just wanted to clarify	Page 117 1 something for me that's in the record of the case. 2 MR. O'KELLEY: And we'll submit the 3 revised one at -- 4 THE COURT: Later? 5 MR. O'KELLEY: -- at a later date, Your 6 Honor. 7 THE COURT: That's fine. Thank you 8 very much. All right. You may proceed with your 9 argument. 10 MR. O'KELLEY: Yes, sir. And I was 11 making our motion for directed verdict based on what's 12 been presented so far, that no one has disputed the 13 deed unto my clients, aimed to reference that they 14 were supposed to get .12 acres of this pond. We 15 haven't heard anything that says that they weren't. 16 So by virtue of the deed itself, and by the Blue Ridge 17 Realty case versus Williamson and all his progeny, we 18 should be entitled to get that .12 acres. Period. 19 Full stop. End of sentence. 20 Because again, the fact that it is 21 referenced in the actual plat shows that everyone's 22 intent was to get there. You heard from Ms. Madelyn 23 Jones earlier today that that is her signature, but 24 she doesn't remember that plat, but that is her 25 signature. So at some point, there was a pond that
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Page 118 1 was going to be put in. Was contemplated. You also 2 heard from the neighbors, all of whom said they, too, 3 thought they were going to be getting that acreage 4 that's listed on that plat, the K-157 plat, by their 5 deeds. And they, too, were shocked when they found 6 out, "Hey, someone's put a fence across the back." 7 We also, if my clients do own it, Your 8 Honor, then trespass and nuisance should be granted as 9 well, because they own it. Mr. and Ms. Brown 10 testified he's not been allowed to go use the pond or 11 access it or doesn't think his property's worth what 12 it once was, as well. Also, the fence is across the 13 property line, and that's a clear indication of 14 trespass right there. So for those reasons, Your 15 Honor, we think we're entitled to directed verdict, at 16 least as to ownership of the .12 acres. 17 You heard Mr. Quinn say "Well, I don't 18 think the pond is where it was built or where it 19 should be." But you also heard him state, "I'm not a 20 title expert. That's for Your Honor to decide." The 21 case law is clear. If it's referenced in the plat, 22 you should be able to rely on it, you should be able 23 to say, "That property is mine." 24 THE COURT: Mr. Smith? 25 MR. SMITH: Your Honor, I kind of let Page 119 1 Mr. O'Kelley go, I've never had a Plaintiff ask for a 2 directed verdict after the close of his case. We 3 haven't even put up our case yet. Normally, directed 4 verdicts are for the defendants because the plaintiff 5 hasn't proven their burden. So I think his motion 6 needs to be denied, because Plaintiff's don't make 7 motions after the close of their case, Defendant's do. 8 THE COURT: Right. 9 MR. SMITH: Your Honor, I make a motion 10 for directed verdict. The Browns haven't carried 11 their burden. I went through their complaint and 12 their key allegations on factual issues with Mr. 13 Quinn. Mr. Quinn said they're incorrect. The 14 allegations are incorrect. If you look at the deed, 15 the deed says Plat to show the subdivision of a 16 portion of 65 acres being shown as designated as lot 17 3, 3.5 acres total. That's what it says. Matter of 18 fact, the total is capitalized. If you look at their 19 deed. If you look at their plat, they have three and 20 a half acres. If you give them .012 [sic] acres 21 they're going to have 6.5612 acres at that point. 22 They're going to have more property than they 23 bargained for. The bottom line of this thing is that 24 -- 25 THE COURT: I think you mean 3.625.	Page 120 1 MR. SMITH: It would be 3.62. You're 2 right. 3 THE COURT: Yes, sir. Okay. 4 MR. SMITH: They would have more 5 acreage than they actually bought. The total is the 6 key to that sentence. 3.5 acres total. Mr. Quinn is 7 an expert. We have three surveyors that all agree the 8 fence is on our property. There is no law in the 9 state of South Carolina that's going to require us to 10 pull a fence down that's located on our property. 11 It's wholly owned, wholly contained on our property. 12 There's no law in this state to save 13 adverse possession, which hasn't been alleged, which 14 would give the Browns any property that my client 15 currently owns. The testimony from the three 16 surveyors is that the Browns don't own any of the 17 property they are seeking to get. Everybody, every 18 surveyor that we have has said that the water line is 19 located beyond the property of the Browns. That's 20 uncontroverted. That's from their own expert. The 21 fence that Mr. Quinn located in his survey is located 22 on our property line. It is not denying them the use 23 of any of their property. They have access to their 24 three and a half acres. They just don't have access 25 to ours. Page 121 1 But going beyond, I went down the 2 allegations, the factual allegations of the complaint, 3 and Mr. Quinn said they're wrong. Their own expert. 4 The one they hired to try to get this case to the 5 finish line. He said every one of their allegations 6 is wrong. They haven't proven anything other than Mr. 7 Brown thinks as a layman that he's entitled somehow to 8 access this pond. I mean, that's it. That's the only 9 thing they've proven. But that's not the law. 10 Your Honor, one of the things that's 11 lost in this is there has been a case that talks about 12 ponds and the property underneath. If somebody owns 13 the dirt underneath the pond, they own the pond. They 14 own the surface water of the pond. You heard one of 15 their witnesses say "Well, just because they own the 16 dirt underneath it doesn't mean they own the water on 17 top." That's case law. Case law is exactly the 18 opposite. The case is White Mills Colony versus 19 Williams. 363 South Carolina 117, 609 south east 2nd, 20 311. 21 And it says that "The owner of 22 subaqueous land under a non-navigable man-made 23 pond" -- I mean, this case could be any more on point 24 than what we have here. By the way, it's an old dirt- 25 bed in the White Mills Colony case. "Owner of
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Page 122 1 subaqueous land under a non-navigable, man-made pond, 2 has exclusive right to the use of the surface water 3 above its property. And could exclude all others from 4 access to those waters, including the other owners of 5 land abutting the pond. Abutting landowners did not 6 have any littoral right of access to the pond." 7 That's the ruling in that case. It couldn't be any 8 more direct on-point in this case, except one fact. 9 They don't have any land abutting the water. They're 10 five feet away. Six feet away. Whatever the plat 11 shows. 12 So even if this court found -- well, I 13 don't know how the court could find -- that they're 14 entitled to that strip of land between themselves and 15 the pond. You would have to be taking the Corries 16 property without compensation. There is no, 17 absolutely no law that allows you to do that. Your 18 Honor, they haven't proven their case. Matter of 19 fact, completely the opposite. Their expert said 20 they're wrong. Said their allegations of the 21 complaint are wrong. Their relief is wrong. In their 22 relief, what are they asking for? They're asking that 23 we take down the fence. The fence located on our 24 property. 25 They're asking that this court enjoin	Page 124 1 point, but now we've incurred another bit of 2 attorney's fees. I understand the court's position on 3 the ruling on the summary judgement. I do. I get it. 4 I understand Mr. O'Kelley's position. I get it. 5 But the problem is is the facts aren't 6 there. Nothing they've proven today, nothing in case 7 in chief supports their position whatsoever. Their 8 own expert completely says the allegations of the 9 complaint as I read to them are wrong. Those 10 allegations are the factual allegations of the 11 complaint. The only testimony that you have at this 12 point is layman's testimony that somehow, they have a 13 right to it because their deed says it. Their deed 14 says they got three and a half acres. Even Your Honor 15 brought up at the summary judgment motion, "Well, it 16 kind of depends on what your definition of pond is." 17 Just like Mr. Quinn said. It could be that slope. 18 You know, if you take that slope, that 19 may be their .12 acres. I don't know. But they don't 20 have any rights to anything located on our property, 21 which is the water. They have none. And this court 22 can't give them any. There's no legal principle that 23 would allow this court to take property from my 24 clients and give it to the plaintiffs, which is what 25 they're asking you to do. Your Honor. Clearly,
Page 123 1 the defendants from blocking Plaintiff's access to 2 their property by removing the fence. We've had 3 testimony that they don't own anything on the other 4 side of the fence. Matter of fact, the fence is on 5 our property. That's the uncontroverted facts as they 6 exist right now. Mr. Brown says as a layman, I should 7 have it. They're also asking for attorney's fees and 8 cost under 15-53-100. Well, you know what that 9 section says in the deck action. It says that this 10 court can award costs that it determines to be 11 equitable. I can give you the case law, there's 12 several cases. I've got it. That say that part of 13 those costs the court can order attorney's fees. And 14 I can submit those cases to you in a deck action. 15 Your Honor, what is equitable? And you 16 can tell I've been getting to it, even with the 17 objections, you can tell what I've been trying to do. 18 There's no doubt in this courtroom, in this county, in 19 this world that we're right. That the Browns have no 20 property rights to anything beyond their property 21 line. Completely contradictory to what their 22 complaint says. At this point, we're wasting time. 23 We're wasting fees, we're wasting costs. I brought 24 that up to the court during summary judgment motion, 25 that this could be over. This should be over at that	Page 125 1 clearly, clearly at this point, not only has the 2 plaintiff not carried his burden, but completely the 3 opposite. We've proven our case through their 4 witnesses. For those reasons, Your Honor, I'd ask for 5 a directed verdict. 6 THE COURT: All right. Now, Mr. 7 O'Kelley, your motion was a bit premature. 8 MR. O'KELLEY: Yes, sir. 9 THE COURT: Do you want your argument 10 to serve as your counterargument for his motion, which 11 is really a motion for non-suit. 12 MR. O'KELLEY: That's correct. All 13 right. And Your Honor, the key is here is that what 14 we're asking for is confirmation of .12 acres pond. 15 You heard from my client, a layman, who's entitled to 16 rely on the plain language of his deed that he gets 17 .12 acres. You also heard from the neighbors who said 18 they also thought they were getting some -- 19 THE COURT: Here's what I've been 20 troubled with this case. Mr. Smith has brought up the 21 Williams case, which is the rule in South Carolina. 22 You've brought up the Blue Ridge case, which is the 23 rule in South Carolina. I have not looked this up, is 24 the Williams case a case in which the lots were 25 subdivided from a common plat that showed a pond on

Page 126 1 the property? 2 MR O'KELLEY: And Your Honor, in full 3 candor, I don't know that other case, so I probably -- 4 THE COURT: I don't either. I just -- 5 MR. O'KELLEY: -- so I probably should 6 read it. 7 THE COURT: I mean, the Blue Ridge line 8 case is its progeny, and its successive rules say, 9 essentially -- and these were streets and roads on a 10 plat that were never developed -- that the owner of 11 the lot that took the property according to the plat, 12 had a private access easement to those other roads and 13 streets. And generally, you will look at areas such 14 as recreation areas with the same caution, that if you 15 take property according to a plat in which the 16 recreation area is shown, the party who acquires that 17 lot acquires a private access interest to the 18 recreational area. 19 My question is whether or not that line 20 of reasoning and those cases can or does apply to a 21 case in which property subdivided with reference to a 22 "proposed pond" and whether the Blue Ridge cases will 23 control, or whether the Williams case, which is hard 24 and fast you own the subsurface, you own the ground 25 underneath it, you own the water over it. I	Page 128 1 DIRECT EXAMINATION 2 BY MR. SMITH: 3 Q Bruce, I'm going to keep this short and 4 sweet. Are you the owner of the residual tract of 5 property that was subdivided from the other tracts? 6 A Yes, sir. 7 Q And prior to putting up your fence, which 8 separates the other property owners from the water 9 level of the pond, did you get a surveyor to show you 10 where the line was? 11 A Yes, sir. 12 Q And did you put your fence on the inside of 13 that property line? 14 A That is correct. Yes, sir. 15 Q And so it's located wholly on your property? 16 A Yes, sir, it is. 17 Q And the pond is wholly located -- 18 A Yes, sir, it is. 19 MR. O'KELLEY: Your Honor, I'm going to 20 object. These are questions asking for opinion. 21 MR. SMITH: He's the property owner, 22 Your Honor. 23 THE COURT: He's a party, he can give 24 an opinion. But I mean, maybe you might want to 25 rephrase your question somewhat.
Page 127 1 understand that. My concern is really, how and if 2 there is a distinction in Williams that takes into 3 account the Blue Ridge line of cases. So I think at 4 this point, I'm going to deny the motion for non-suit, 5 and I'll hear from the defendants on their case and 6 sheet. 7 MR. O'KELLEY: And Your Honor, can we 8 take a five-minute comfort break? 9 THE COURT: Sure. 10 MR. O'KELLEY: Thank you. 11 (Off the record.) 12 THE COURT: State your name for me, 13 please. 14 MR. CORRIE: George Bruce Corrie. 15 THE COURT: All right. Mr. Corrie, 16 would you answer this question for me, please? 17 WHEREUPON, 18 GEORGE BRUCE CORRIE, II, 19 called as a witness and having been first duly sworn 20 to tell the truth, the whole truth, and nothing but 21 the truth, was examined and testified as follows: 22 THE COURT: You're under oath. Answer 23 any questions from Mr. Smith. 24 // 25 //	Page 129 1 BY MR. SMITH: 2 Q You had a surveyor show you where the 3 property line was prior to putting up your fence? 4 A I did. Yes, sir. 5 Q And did you put up your fence in accordance 6 with the line that he gave you, so it'd be on your 7 property? 8 A I did. 9 Q Everything on your side of the property 10 line, what does that entail? 11 A The pond and -- and the subsequent land. 12 Q So there's the fence -- 13 A Oh, yes. 14 Q Then what's on the other side of the fence? 15 A Between the fence and the water, in places 16 it can be as much as three to 15 feet of land. 17 Then -- then you have the water. 18 Q And is that located on your side of the line 19 your surveyor told you about? 20 A Yes, sir. 21 Q Did you ever grant any -- 22 MR. O'KELLEY: I'd like to front an 23 objection about hearsay about what another person told 24 Mr. Corrie he's telling the court about. 25 MR. SMITH: These guys have testified

Page 130 1 today. 2 THE COURT: I'm going to let him 3 testify today to what he's asking. If I find that 4 it's beyond the breach, I will disregard it. 5 MR. O'KELLEY: Thank you, Judge. 6 BY MR. SMITH: 7 Q Did you give any of these neighbors access 8 to the pond? 9 A No, sir. 10 Q Have you ever given them any kind of access 11 because it's a common entertainment element of a 12 subdivision? 13 A Absolutely not. 14 Q Do you own all of the dirt under the pond? 15 A Yes, sir, I do. 16 MR. SMITH: I don't have any other 17 questions, Your Honor. 18 THE COURT: Mr. O'Kelley? 19 MR. O'KELLEY: Thanks, Your Honor. 20 CROSS-EXAMINATION 21 BY MR. O'KELLEY: 22 Q Who owns lot 1 as shown on this plat, sir? 23 A That would be Steve and Mary Womble. 24 Q And Steve and Mary Womble use this pond; do 25 they not?	Page 132 1 THE WITNESS: Yes, sir. 2 THE COURT: Please don't argue with 3 him. 4 THE WITNESS: Okay. I don't mean to, 5 sir. 6 THE COURT: I know you don't. I just 7 want to remind you. 8 THE WITNESS: Okay. Will you ask the 9 question again? 10 BY MR. O'KELLEY: 11 Q Yes, sir. Lot 1 you said has access because 12 of the "the way the property line is shown running -- 13 A Yes, sir. 14 Q Let me just finish. Running north/south on 15 this plat; correct? 16 A Correct. 17 Q And then there's also access for lots 1, 2, 18 3, and 4 for the property line running east/west on 19 this plat; correct? 20 A Sure. 21 Q Were you here for when Ms. Regan testified, 22 sir? 23 A Yes, I was. 24 Q All right. And you've been put on trespass 25 notice by somebody for the county?
Page 131 1 A They own that section. You see where the 2 survey line goes right across the water. 3 Q And you're talking about this section here? 4 A Yes, sir. 5 Q All right, sir. And in terms of lots 2, 3, 6 and 4, there's a section on this plat that goes across 7 the water, too; isn't there? 8 A Yes, there is. 9 Q Okay. But you blocked access for those 10 lots; correct? 11 A I put a fence on my property line. 12 Q Your testimony is that lot 1 has access 13 because the lot line is shown on this plat; correct? 14 A Correct. 15 Q And I asked you if lots 2, 3, and 4 also 16 have access as shown on this plat, and you said yes; 17 correct? 18 A That proposed pond is not on that side of 19 the property line. 20 Q That wasn't my question. 21 A Oh, I know. 22 Q My question is -- 23 A I see where you're going with it, but yeah. 24 THE COURT: Excuse me, one second. Mr. 25 Corrie?	Page 133 1 A By -- by the sheriff's department. Yes, 2 sir. 3 Q Okay. And why is that? 4 A Because erecting the fence, I stepped on her 5 property. 6 Q It's not because this fence is on her 7 property; is it? 8 MR. SMITH: Your Honor, that's 9 irrelevant. We're not here about that, today. 10 MR. O'KELLEY: All right. I change -- 11 MR. SMITH: We're trying three 12 different cases at this point. 13 THE COURT: Hold on. Let's figure out 14 what you're getting -- what's the purpose of that line 15 of questioning? 16 MR. O'KELLEY: Sure. He just said lot 17 1 has access to the pond because of the way the 18 property lines are on this plat. And then he's 19 saying, "Well, I don't think these people have access, 20 but he's on trespass notices to this lot. We've sued 21 him as to lot 3, lot 2s here saying they thought they 22 had access as well. So you can't have it both ways. 23 You live by the sword; you die by the sword. 24 THE WITNESS: Can I say something, 25 Judge?

Page 134 1 THE COURT: I understand what you're 2 trying to say. Go ahead and ask him the question Mr. 3 O'Kelley. I don't think that the trespass issue is of 4 the lot 4? 5 MR. O'KELLEY: It's lot 4. 6 THE COURT: I really don't think that's 7 relevant to this particular case. 8 MR. O'KELLEY: Understandable. I'll 9 change tactic, Your Honor. 10 BY MR. O'KELLEY: 11 Q Have you been digging out this pond at all, 12 sir? And Mr. Corrie, remember that you're under oath. 13 A No, sir. No, sir. 14 Q You never received any warnings from DHEC 15 about digging out the pond? 16 A No, sir. 17 Q You never received anything from the county 18 saying, "Don't dig out the pond"? 19 A No, sir. 20 Q Has Mr. Womble received anything from 21 either -- 22 A I have no idea. 23 Q All right, sir. Let me show you the deed 24 from Madelyn Jones to Anthony Wayne All and Sandra Rae 25 all. Those are the folks who sold you your property;	Page 135 1 correct? 2 A The Alls, yes, sir. 3 Q Yes, sir. And you paid the Alls \$250,000 4 for your property? 5 A That is correct. 6 Q And that was back in March of '21; correct? 7 A That sounds about right. 8 Q All right, sir. And when did you put the 9 fence across my client's property? 10 A Probably within a month or two after that. 11 Q Okay. And did that fence also run against 12 lots 2 and 4 at the time? 13 A The whole -- the whole edge of that pond if 14 that's what you're asking. 15 Q Okay. And who was the surveyor with whom 16 you spoke about putting up this fence? 17 A Vaughn and Melton. 18 Q And that person's not here today; are they? 19 THE COURT: What's his name? 20 THE WITNESS: Vaughn and Melton. 21 BY MR. O'KELLEY: 22 Q Do you think it'd be important to bring the 23 person who told you you were authorized to do what you 24 had to do? For the judge to listen to that person 25 today?	Page 136 1 A That's not my responsibility, sir. I think 2 it would be important, yes, but I don't call 3 witnesses. 4 Q And that person isn't here; are they? 5 A Apparently not. 6 Q And you want the court to believe that you 7 put this fence in the right place; correct? 8 A That's right. 9 MR. O'KELLEY: Thanks, Mr. Corrie. 10 REDIRECT EXAMINATION 11 BY MR. SMITH: 12 Q Mr. Corrie, Mr. Elliotte Quinn said you put 13 the fence in the right place; did he? 14 A Yes, sir, he did. 15 Q He said that right there on that stand? 16 A Yes, sir. 17 Q You didn't think it was important enough to 18 bring a fourth surveyor in here today; did you? 19 A No, sir. 20 Q Don't you think it's important for the 21 plaintiff to bring a surveyor with him, just one, that 22 agreed with their position at all? 23 A Yes, I would. 24 MR. SMITH: I don't have any other 25 questions, Your Honor.	Page 137 1 RECROSS-EXAMINATION 2 BY MR. O'KELLEY: 3 Q Does that plat agree with my client's 4 position, sir? 5 A I've seen -- I walk that property most every 6 day. I know exactly where those pins are and they're 7 not where they are on that survey. 8 Q That wasn't my question. 9 A I know. 10 Q Does this survey show my client's own .12 11 acres of this pond? 12 A That's -- that is a proposed pond. That 13 pond is not -- that pond is, first of all, not even 14 the same shape. It's not the same dimensions. It's 15 not where that is on paper. 16 Q Right, but -- 17 A But to answer your question, yes. If that's 18 what you -- yes. 19 MR. O'KELLEY: Thank you, sir. 20 THE COURT: Any questions? 21 MR. SMITH: I have nothing further, 22 Your Honor. 23 THE COURT: Thank you. 24 MR. SMITH: And Defendants rest. 25 THE COURT: Thank you very much. You
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Page 138 1 may sit. 2 MR. O'KELLEY: And Your Honor, I'm 3 going to, unless Your Honor wants to keep it, put the 4 demonstrative away. Unless you want it for throwing 5 darts at it later. 6 THE COURT: I can visualize it. 7 MR. SMITH: And honestly, I was able to 8 float my entire case on the witnesses that he called. 9 That's why. 10 THE COURT: Yes, sir. All right. Mr. 11 O'Kelley. Do you have a motion at this time? 12 MR. O'KELLEY: Certainly, Your Honor. 13 I'll renew what we've already put on the record. I 14 would like time, if at all possible, to review the 15 case that he has referenced that I'm not familiar 16 with. And I think Mr. Smith might need to look at the 17 Blue Ridge Realty case as well, but I'll bring you all 18 the arguments we made earlier under the Blue Ridge 19 case about the fact that the .12 acres are referenced 20 in the plat. You take the subject to a plat, you're 21 supposed to get what you bargained for. 22 THE COURT: What I'd like both of you 23 to do -- 24 MR. SMITH: Your Honor, if I could 25 address that.	Page 140 1 do it. They had the ability to do a whole bunch of 2 things to protect themselves. They didn't do it. 3 You heard Mr. Brown say he's never 4 hired a surveyor to look at this property. That's not 5 something I would have done. I would have hired 6 somebody. When I buy a piece of property and I think 7 I have pond access, I would have hired somebody to 8 tell me exactly where that back property line is. And 9 he should have done that. I don't know anybody doing 10 a closing anymore that doesn't do surveys. It's 11 surprising that they closed without a survey. But 12 they were the ones in the best position to protect 13 themselves from the harm that's here. 14 I do agree that he's asking you to 15 seize our property, because in order to give them 16 access, you're going to have to seize that strip of 17 land where our fence is. You're going to have to ask 18 a property owner to remove a fence that's properly 19 located on his property. He didn't give them any 20 access. He didn't make them any promises. They may 21 have a great cause of action against the original 22 developer. They may have a great cause of action 23 against other people. They don't have one against us. 24 THE COURT: Thank you. That motion is 25 denied, Mr. Smith. I want to ask each of you
Page 139 1 THE COURT: I'm sorry, I forgot. Mr. 2 Smith? 3 MR. SMITH: I can address that. I 4 think I'm familiar with the case that he's citing. 5 That's when you ask the original developer for that. 6 You're going after the original developer, not a 7 subsequent property owner and trying to seize his 8 property. 9 THE COURT: Not really. 10 MR. O'KELLEY: And Your Honor, if I 11 could just address one thing. We're not seizing 12 property, this is not the state coming in and 13 condemning something, we're asking the court to 14 confirm that which we think we already own. 15 THE COURT: Yeah. Let me -- all right. 16 So I'm going to deny your motion. 17 MR. O'KELLEY: Yes, sir. 18 MR. SMITH: And I'd like to renew my 19 motion for directed verdict. They just haven't -- 20 they got the benefit of the bargain. They've got 21 three and a half acres, if you do what they're asking 22 you to do, which is to give them access to the entire 23 pond, you're giving them another 30 acres. That's not 24 what they bargained for. They had the ability to get 25 plats done when they bought the property. They didn't	Page 141 1 to -- I'm backed up way back. So if you need more 2 time -- but at this stage of these proceedings, there 3 is a question in my mind concerning whether or not 4 Blue Ridge and its progeny and its subsequent cases, 5 that is to say the cases that came before Blue Ridge 6 that resulted in Blue Ridge, and then the cases after 7 Blue Ridge that evolved out of Blue Ridge, whether 8 that line of cases has the effect of creating a -- 9 listen to me carefully -- an implied private right of 10 access to the pond. That is the question that I 11 believe is the central question in this particular 12 case, and legally it's a very, very interesting case. 13 Just give me something in the next 30 days on that 14 particular issue, and I'll be glad to look it over. 15 Now, is there anything that the court can do at this 16 stage to assist the parties in any way? 17 MR. O'KELLEY: Just briefly, Your 18 Honor. I was going to discuss the exhibits and all, 19 but we can probably do that off the record, I think. 20 I think we have our marching orders. 21 THE COURT: Okay. 22 MR. SMITH: Nothing from the defendant, 23 Your Honor. 24 THE COURT: Thank you very much. Both 25 of you did an excellent job.

Page 142 1 MR. O'KELLEY: Thank you, Your Honor. 2 (Whereupon, at 3:47 p.m., the 3 proceeding was concluded.) 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25	Page 144 1 CERTIFICATE OF TRANSCRIBER 2 I, TANYA BROWN, do hereby certify that this 3 transcript was prepared from the digital audio 4 recording of the foregoing proceeding, that said 5 transcript is a true and accurate record of the 6 proceedings to the best of my knowledge, skills, and 7 ability; that I am neither counsel for, related to, 8 nor employed by any of the parties to the action in 9 which this was taken; and, further, that I am not a 10 relative or employee of any counsel or attorney 11 employed by the parties hereto, nor financially or 12 otherwise interested in the outcome of this action. 13 14  15 TANYA BROWN 16 17 18 19 20 21 22 23 24 25
Page 143 1 CERTIFICATE 2 I, ASHLEY MANINI, the officer before whom 3 the foregoing proceedings were taken, do hereby 4 certify that any witness(es) in the foregoing 5 proceedings, prior to testifying, were duly sworn; 6 that the proceedings were recorded by me and 7 thereafter reduced to typewriting by a qualified 8 transcriptionist; that said digital audio recording of 9 said proceedings are a true and accurate record to the 10 best of my knowledge, skills, and ability; that I am 11 neither counsel for, related to, nor employed by any 12 of the parties to the action in which this was taken; 13 and, further, that I am not a relative or employee of 14 any counsel or attorney employed by the parties 15 hereto, nor financially or otherwise interested in the 16 outcome of this action. 17  18 ASHLEY MANINI 19 Notary Public in and for the 20 State of South Carolina 21 22 23 24 25	

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[relative - right]

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South Carolina Rules of Civil Procedure

Part V. Depositions and Discovery

Court Rule 30

(e) Submission to Witness; Changes; Signing.

When the testimony is fully transcribed the deposition shall be submitted to the witness for examination and shall be read to or by him unless such examination and reading are waived by the witness and by the parties. Any changes in form or substance which the witness desires to make shall be entered upon the deposition by the officer with a statement of the reasons given by the witness for making them. The deposition shall then be signed by the witness, unless the parties by stipulation waive the signing or the witness is ill or cannot be found or refuses to sign. If the deposition is not signed by the witness within 30 days of its submission to him, the officer shall sign it and state on the record the fact of the waiver or of the illness or absence of the witness or the fact of the refusal to sign together with the reason, if any, given therefor; and the deposition may then be used as fully as though signed unless on a motion to suppress under Rule 32(d)(4) the court holds

that the reasons given for the refusal to sign
require rejection of the deposition in whole or in
part.

DISCLAIMER: THE FOREGOING CIVIL PROCEDURE RULES
ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.
THE ABOVE RULES ARE CURRENT AS OF APRIL 1,
2019. PLEASE REFER TO THE APPLICABLE STATE RULES
OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

VERITEXT LEGAL SOLUTIONS

COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

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