

STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

Appeal from Charleston County

Honorable Deadre L. Jefferson, Circuit Court Judge

RECEIVED
JUL 17 2013
SC Court of Appeals

STATE OF SOUTH CAROLINA,

RESPONDENT

V.

WALTER DOUGLAS BARCLAY,

APPELLANT

Appellate Case No. 2012-212639

MOTION FOR BOND AND STAY OF SENTENCE

The appellant Walter Douglas Barclay, through his undersigned attorney, hereby moves that the Court issue an order setting an appeal bond that would stay the twelve year sentence imposed on November 1, 2011, if this motion is granted and bail is posted. This motion is submitted pursuant Rule 246, SCRAP. Appellant offers the following in support of this motion:

I. APPELLANT'S BACKGROUND

The appellant Walter Douglas Barclay is a 62 year old cabinet maker and farmer who had no history of felony arrests or convictions before he was found guilty of one of two counts of

felony DUI by a jury on November 1, 2011.¹ Appellant enrolled in St. Andrews Presbyterian College in Laurinburg, North Carolina in 1969. He owned/operated a lumber yard in Laurinburg, North Carolina and later opened another lumber yard in Lumberton. Appellant lived in Gibson, North Carolina adjacent to Marlboro County, South Carolina until he moved to South Carolina in 1976. Appellant sold the lumber yards in 1979 and farmed and restored his farmhouse in the Bennettsville area before moving to Edisto Island in 1989 with his partner, Dr. Rebecca Borders. Appellant has worked as a cabinet maker on Edisto with Allan MacDonald since 1989. They rented a shop for several years before purchasing a five acre tract on Edisto Island where they built a shop for their cabinet making business. Appellant and Allan MacDonald jointly own the property and shop where appellant will work if released on an appeal bond. See Affidavit of Allen MacDonald and property listing, app. 12-13. Appellant eventually purchased a farm with Dr. Rebecca Borders on Edisto Island where they keep their animals. See Affidavit of Rebecca J. Borders, app. 10-11. Appellant has lived and worked on Edisto Island from 1989 until he was sentenced on November 1, 2011. See Affidavit of Walter Douglas Barclay in Support of Petition for Appeal Bond, app. 1-2.

II. PROCEDURAL HISTORY

On the evening of December 8, 2008, Barclay's 2004 Chevrolet pickup truck and a 1996 Geo Prizm occupied by driver Alvaro Garcia and a passenger, Jose Davila, collided at a curve on

¹ Appellant's lack of criminal history and strong ties to South Carolina are detailed in his affidavit, see Affidavit of Walter Douglas Barclay In Support of Petition for Appeal Bond, app. 1-5. Appellant was released on a \$100,000.00 surety bond and complied with terms of his bonds without adverse incidents from his release December 9, 2008, through the jury verdict on November 1, 2011. See bond forms, app. 6-10.

narrow, oak-lined Point of Pines Road, which traverses the eastern tip of Edisto Island. Tr. 249. Appellant was charged with felony DUI in the death of Alvaro Garcia and taken to jail after being treated at the MUSC emergency room. On the following day, December 9, 2008, the appellant was released on a \$100,000.00 surety bond. See bond order and surety form, app 6-7.

The State directly presented two indictments to the grand jury and on April 4, 2011, the Charleston County grand jury returned indictments charging the appellant with two counts of felony DUI: Indictment 2011-GS-10-2817, felony DUI causing great bodily injury (Davila), and 2011-GS-10-2848, felony DUI causing death (Garcia). Barclay stood trial on these charges in Charleston County Court of General Sessions, the Honorable Deadra L. Jefferson presiding, from October 24 through November 1, 2011. The jury convicted appellant of felony DUI causing the death of Garcia, but acquitted him of felony DUI causing great bodily injury to Davila. The Court sentenced him to imprisonment for twelve years and, by written order dated July 18, 2012, denied appellant's motion for a new trial. This direct appeal followed.

The remainder of this motion will address the pertinent factors governing release pending an appeal as set forth in Rule 246, SC Rules of Appellate Procedure, and Nichols v. Patterson, 202 S.C. 352, 25 S.E. 2d 155 (1943). Appellant's Initial Brief is incorporated by reference in this motion and will demonstrate in greater detail the likelihood that appellant will prevail on the merits of this appeal; however, the questions presented on appeal are listed below in Part VIII.

III. NATURE OF THE CHARGES

While the charges of felony DUI causing death (Garcia) and felony DUI causing great bodily injury (Davila) are serious felony offenses, the appellant was released on a surety bond in the amount of \$100,000.00 on December 9, 2008, the day after he was arrested. Appellant was

not involved in any auto accidents or charged with any crime while he lived and worked on Edisto Island between December 9, 2008 and October 24, 2011.² At trial, he was acquitted of felony DUI causing great bodily injury to the passenger Davila and convicted of felony DUI for causing Garcia's death. See Barclay affidavit, app. 1-2.

The statutory penalty for felony DUI where death results ranges from a minimum sentence of one year up to a maximum of twenty-five years in prison (without parole), plus fines. Appellant has now been confined for twenty-one consecutive months, satisfying more than the minimum term mandated by statute. Appellant was sixty years old with no prior felony arrests or convictions when he was sentenced to twelve years in prison for causing Mr. Garcia's death.

IV. LIKELIHOOD OF DANGER TO SOCIETY

Appellant clearly demonstrated by his conduct while on bond for nearly three years that he could remain in the community without posing any threat of harm or danger to society. Appellant avoided arrest, complied with all conditions of his bonds and repeatedly reported to court as directed. Appellant knows that his driver's license remains suspended, and avers in his affidavit that he would not drive a motor vehicle under any circumstances if released on an appeal bond. See Barclay affidavit, App 1-2. Although appellant was allowed to drive an automobile during the two years and ten months he was on bond, he was not involved in any accidents or criminal conduct whatsoever during that period.

² On the third day of trial appellant was released after posting a second \$100,000.00 surety bond that remained in effect from October 26, 2011 through November 1, 2011. See app. 8-9. Appellant remained incident free during that period and reported to court as required by the terms of that bond. See Barclay affidavit, app. 1-2.

Appellant's long time business associate, Allan MacDonald, states in his affidavit, that he and appellant jointly own property and a cabinet making shop on Edisto where appellant may work if he is released on appeal bond. MacDonald adds, "I do not believe his release on an appeal bond would pose any danger to members of this community or pose any risk that that he would not appear if ordered to do so by the Court", see app. 12-13. The factors described above, combined with appellant's promise not to drive again under any circumstances, make it extremely unlikely that his release on appeal bond would pose any risk of recurrence or danger to society.

V. PROBABILITY OF FORFEITURE OF BAIL OR ESCAPE

Appellant has lived and worked in South Carolina since 1976. See app. 1-2. Appellant and his partner, Dr. Rebecca Borders, have a 38 year relationship. See Affidavit of Rebecca J. Borders, D.O. in support of Petition for Appeal Bond, app. 10-11. In addition to his relationship with Dr. Borders, appellant has established significant business interests and property ties to the State of South Carolina. He and Dr. Borders jointly own their home on a 19 acre tract on Edisto where appellant resided before his arrest and while he was on bond. Appellant will reside at his home with Dr. Rebecca Borders if he is released on an appeal bond. Appellant and Rebecca Borders also jointly own a 46 acre farm on Edisto Island. See app. 1-5, app 10-11 that includes page 9 and signature page of Walter D. Barclay-Rebecca Borders Trust Agreement, app.4-5. Appellant has a long term business relationship with Allan MacDonald that includes joint ownership of a five acre tract on Edisto where they built a cabinet making shop. Appellant would work there if released on bond. See Barclay affidavit app 1-2, and MacDonald affidavit, app. 12-13. Appellant's compliance with the terms of his previous bonds combined with his lack

of prior convictions and his ties to the community, as set forth above, make the probability of a forfeiture of bail or escape extremely unlikely.

VI. GOOD CHARACTER AND REPUTATION OF APPELLANT

Appellant has a substantial history of successful business ventures and gainful employment in South Carolina. Several letters sent to the Solicitor and later submitted to the trial Court at sentencing refer to appellant's good character, reputation, reliability, integrity, generosity and quality workmanship. See app.14-30. Appellant lived and worked in the Bennettsville area for several years before he and Dr. Borders moved to Edisto in 1989. Dr. Borders' affidavit states they own their home and farm on Edisto where Dr. Borders also owns and operates her medical practice. See app. 10-11. Dr. Borders also states:

“Doug’s generosity and support have been a large part of my being able to establish and maintain this practice for the people of Edisto Island...While I was practicing medicine, Doug became established here in his trade of home construction and renovation. He has worked for many of the homeowners and contractors here, and is well known for his skill, care and reliability. He has become established in the community as someone who will not only do his job, but also give generously of his time, resources and talents...”
See app. 10.

Appellant jointly owns a five acre tract on Edisto where he and long-time business associate, Allan MacDonald, built a cabinet making shop. MacDonald's affidavit confirms that appellant will have access to tools and may resume working from their shop if he is released on appeal bond. See app. 12. Mr. MacDonald also states:

“I do not believe his release on an appeal bond would pose any danger to members of this community or pose any risk that that he would not appear if ordered to do so by the Court.” See MacDonald Affidavit, app. 12.

VII. APPELLANT HAS NO PRIOR FELONY ARRESTS OR CONVICTIONS

The appellant had no prior record of felony arrests or convictions before his conviction for felony DUI subject of this appeal. Letters and affidavits attached hereto show appellant has a very good reputation in the South Carolina communities where he has lived and worked for close to four decades. Appellant's compliance with the terms of his previous bonds prove he can live and work in the community without posing a risk of harm to others or risk of flight. Appellant has now served 21 months of his sentence and would abide by any special conditions imposed by this Court, including electronic monitoring. See Barclay affidavit, app. 1-2. Appellant has shown by his prior conduct on bond that he would report to lawful authorities if so directed. The factors set forth above make it extremely unlikely that appellant's release on appeal bond would pose a likelihood of arrest for recurrence of the instant offense, or any other offense.

VIII. APPELLANT WILL LIKELY PREVAIL ON THE MERITS OF THIS APPEAL

Appellants Initial Brief, which is incorporated by reference in this motion, presents the six questions below for judicial review:

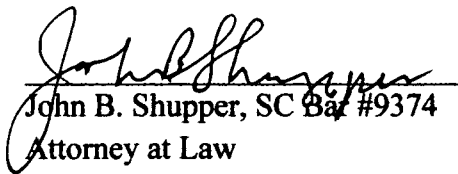
1. Did the trial court commit reversible error by declining to instruct the jury on driving under the influence, S.C. Code § 56-5-2930, as a lesser-included offense of felony DUI, § 56-5-2945, since there was evidence the decedent himself was at fault in proximately causing the collision, so that appellant would have been guilty of only the lesser offense?
2. Did the trial court commit reversible error by declining to instruct the jury that felony DUI, S.C. Code § 56-5-2945, requires proof that "the person's faculties to drive a motor vehicle [were] materially and appreciably impaired," as provided by § 56-5-2930, the DUI statute?
3. Did the trial court commit reversible error by allowing into evidence the results of appellant's blood test since the drawing of appellant's blood without a warrant constituted an unreasonable search and seizure prohibited by the Fourth Amendment, as interpreted by *Missouri v. McNeely*, US Sup. Ct. Op. No. 11-1425, decided April 17, 2013?

4. Did the trial court commit reversible error by allowing evidence of an empty Jim Beam bottle found by the side of the road near the accident scene, as the State failed to establish any evidentiary link between the bottle and appellant, so that it was irrelevant under Rules 401 and 402, SCRE, and more prejudicial than probative under Rule 403, SCRE?
5. Did the trial court commit reversible error by excluding from evidence a contemporaneous video recording of appellant offered by the defense to impeach the arresting officers' account of appellant's purported mental and physical impairment and confusion after the accident, as the court's ruling ignored Rules 104 and 901, SCRE, and also violated appellant's right to present a complete defense?
6. Did the trial court commit reversible error by declining to dismiss the charges against appellant due to the failure of the arresting officers to record appellant's conduct when they initially transported him from the hospital to the detention center, as required by S.C. Code § 56-5-2953?

Appellant asserts that any single issue above could result in reversal and remand for a new trial but, considering the totality of circumstances, it is probable that the appellant will prevail in this appeal. Detailed arguments and case law supporting appellant's appeal are found in Appellant's Initial Brief filed with this motion.

CONCLUSION

Appellant avoided auto accidents, arrest and repeatedly reported to court while on bond from December 9, 2008 through November 1, 2011. Appellant's good conduct while previously on bond, his lack of serious criminal history, his strong ties to South Carolina and good character weigh in favor of granting appellant's release upon posting of a reasonable appeal bond. Appellant's Initial Brief, filed with this motion, more fully discusses the issues and arguments that demonstrate the likelihood of success on the merits of this appeal. For the reasons set forth herein, appellant respectfully moves that his motion for appeal bond during the pendency of this appeal be granted.


John B. Shupper, SC Bar #9374
Attorney at Law
P.O. Box 90623
Columbia, South Carolina 29290
Phone: (803) 606-7859

ATTORNEY FOR APPELLANT

STATE OF SOUTH CAROLINA

IN THE COURT OF APPEALS

Appeal from Charleston County

Deadra L. Jefferson, Circuit Court Judge

THE STATE,

RESPONDENT,

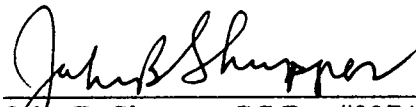
V.

WALTER DOUGLAS BARCLAY,

APPELLANT

CERTIFICATE OF SERVICE

The undersigned attorney hereby certifies that a true copy of Appellant's Motion for Bond and Stay of Sentence in the above referenced case has been served upon Salley W. Elliott Esquire, by hand delivery at the Rembert Dennis Building, 1000 Assembly Street, Room 519, Columbia, SC 29201, this 17th day of July, 2013.



John B. Shupper, SC Bar #9374
Attorney at Law
P.O. Box 90623
Columbia, South Carolina 29290
Phone: (803) 606-7859

ATTORNEY FOR APPELLANT

A P P E N D I X

1

**AFFIDAVIT OF WALTER DOUGLAS BARCLAY
IN SUPPORT OF PETITION FOR APPEAL BOND**

Appellate Case No.: 2012-212639

I, Walter Douglas Barclay, do hereby swear the following statements are true to the best of my recollection:

1. I am 62 years old and competent to make statements under oath;
2. On December 8, 2008 I was charged with felony dui after my Chevrolet Silverado pick-up truck and a Geo Prizm driven by Alvaro Garcia collided at a bend in Point of Pines Road, a narrow oak-lined road on Edisto Island. Alvaro Garcia perished at the accident site and his passenger, Jose Davila, was injured;
3. I was released from jail after posting a \$100,000.00 surety bond on December 9, 2008;
4. I resided with my partner of 38 years, Dr. Rebecca Borders, in our home at 8101 Lachicotte Street on Edisto Island before and after my release on bond in 2008. I would return to live with Dr. Borders if I am released on bond during the pendency of this appeal;
5. I enrolled in St. Andrews Presbyterian College in Laurinburg, North Carolina in 1969 and lived in Laurinburg until 1973 when I moved to Gibson, North Carolina on the North Carolina-South Carolina border. I bought a lumber yard in Laurinburg in 1974 and another in Lumberton that I owned and operated until 1979. Rebecca Borders and I moved to the South Carolina side of Gibson in 1976. I purchased and restored the home we had rented in Marlboro County in 1980. I farmed soybeans and other crops in the Bennettsville area and worked on some restoration projects for the next nine years. My partner, Rebecca, opened her medical practice on Edisto Island in 1989. We have lived and worked on Edisto Island since 1989. I sold our home and farmland in Marlboro County and eventually bought a 47.5 acre farm on Edisto Island;
6. I worked with Allan MacDonald, a cabinet maker, after moving to Edisto Island in 1989. We rented and equipped a barn to serve as a wood working shop on Edisto for several years. We eventually purchased a five acre tract on Edisto where we built a structure to serve as our cabinet making shop. I built custom cabinets in our shop on Steamboat Landing Road before and after my release on bond on December 9, 2008. I would resume working in that shop on Edisto if released on bond during this appeal;
7. Dr. Borders and I reside in the home we jointly own on a 17.9 acre tract at 8101 Lachicotte Street on Edisto Island. We also jointly own a 47.5 acre farm on two tracts at 1810 Clark Road where we keep our animals. Titles to these jointly owned properties were transferred to the "Walter D. Barclay-Rebecca J. Borders Trust" after the trust was established in August, 2009. We have no children and included the farm property in

"Trust B". Paragraph (3)(a) on page 9 of the trust agreement reflects our mutual desire that: "upon the death of the surviving spouse, the remaining property of Trust B shall be paid over and distributed free of trust to The Parklands Foundation, Inc. for the Charleston County Park and Recreation Commission for establishment of a county park or recreational facility for Edisto Beach". [Page 9 of the 26 page trust agreement containing this provision, along with copies of the cover page and signature page, are attached with copies of listings from the Charleston County RMC-Deeds Office website];

- 8. I obeyed all terms of my original bond from December 9, 2008 to October 24, 2011. I reported to court for trial at the call of my case on October 24, 2011;
- 9. My original bond ended after my trial began October 24, 2011 but I was released on a second \$100,000.00 surety bond on the third day of trial, October 26, 2011. I reported to court each day until verdicts were reached and sentence was imposed on November 1, 2011 (copies of bond forms are attached);
- 10. I was acquitted of felony dui for causing great bodily injury to Jose Davila but convicted of felony dui for causing the death of Alvaro Garcia. My trial counsel moved to defer sentencing so a pre-sentence investigation could be conducted, as I had no history of felony arrests or convictions. The motion was denied and a 12 year "no parole" prison term was imposed on November 1, 2011. I have now served 21 consecutive months in prison, more than the one year mandatory minimum prison term required by statute;
- 11. I know my driver's license remains suspended as a result of my conviction. I would not operate a motor vehicle under any circumstances if released on bond during this appeal;
- 12. I would abide by all conditions of any bond that might be set by the Court, including but not limited to electronic monitoring or other special conditions. If the Court allows me to be released on bond but later affirms my conviction, I would promptly report to any law enforcement agency or correctional facility upon receipt of a directive to do so.

Walter Douglas Barclay 348431
 Walter Douglas Barclay, SCDC #348431
 MacDougall Correctional Institution

Sworn and subscribed before me
 this 14 day of February, 2013.

 NOTARY PUBLIC FOR SOUTH CAROLINA
 My Commission Expires: March 9, 2014

Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of	Assess Year	Pay Year
0760000057		8101 LACHICOTTE ST, EDISTO ISLAND	5/16/2013	2012	2012

Current Parcel Information

Owner BARCLAY WALTER D TRUST
BORDERS REBECCA J TRUST

Property Class Code 101 - RESID-SFR

Acreage 17.9400

Owner-Address PO BOX 446
EDISTO ISLAND SC 29438-0446

Legal Description Subdivison Name -OLD HOUSE Site Name -APPROX 600FT NW 1090FT
SW RED HOUSE RD PlatSuffix CF-66 PolTwp 008

Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of	Assess Year	Pay Year
0800000034		CLARK RD, EDISTO ISLAND	5/16/2013	2012	2012

Current Parcel Information

Owner BARCLAY WALTER D TRUST
BORDERS REBECCA J TRUST

Property Class Code 800 -
AGRICULTURAL

Acreage 23.9000

Owner Address PO BOX 446
EDISTO ISLAND SC 29438-0446

Legal Description Subdivison Name -WEST BANK Description -LOT 4 PlatSuffix EB-552
PolTwp 008

Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of	Assess Year	Pay Year
0800000034		CLARK RD, EDISTO ISLAND	5/16/2013	2012	2012

Current Parcel Information

Owner BARCLAY WALTER D TRUST
BORDERS REBECCA J TRUST

Property Class Code 800 -
AGRICULTURAL

Acreage 23.6000

Owner Address PO BOX 446
EDISTO ISLAND SC 29438-0446

Legal Description Subdivison Name -WEST BANK Description -LOT 3 PlatSuffix EB-552
PolTwp 008

in its sole discretion shall be necessary or advisable from time to time for the medical care, education, support and maintenance in reasonable comfort of the Surviving Spouse, taking into consideration to the extent the Trustee deems advisable, any other income or resources of the Surviving Spouse known to the Trustee.

(3) **Limited Withdrawal by Surviving Spouse.** If there is no principal remaining in **Trust A**, then, in addition to the income and discretionary payments of principal from this Trust, there shall be paid to the Surviving Spouse during his or her lifetime from the principal of this Trust upon his or her written request during the last month of each fiscal year of the Trust an amount not to exceed during such fiscal year the greater of Five Thousand (\$5,000.00) Dollars or Five Percent (5%) of the total value of the principal of **Trust B** on the last day of such fiscal year without reduction for the principal payment for such fiscal year. This right of withdrawal is noncumulative, so that if the Surviving Spouse does not withdraw, during such fiscal year, the full amount to which he or she is entitled under this Paragraph, his or her right to withdraw the amount not withdrawn shall lapse at the end of that fiscal year.

(a) **Outright Final Distribution if Surviving Spouse is Deceased.** Upon or after the death of the survivor of the Settlers, the then remaining property of this **Trust B** shall be paid over and distributed free of trust as follows: The Parklands Foundation, Inc. for the Charleston County Park and Recreation Commission for the establishment of a county park or recreational facility for Edisto Beach.

**ARTICLE X
TRUSTEE SUCCESSION**

Trustee Succession, Trustee's Fees and Other Matters. The provisions for naming the Trustee, Trustee succession, Trustee's fees and other matters are set forth below:

(1) **Naming Successor or Substitute Trustee.** Except as otherwise provided herein, if **BRUCE BORDERS** or any successor as herein defined should fail to qualify as successor corporate Trustee hereunder, or for any reason should cease to act in such capacity, the successor or substitute Trustee shall be designated by the court having jurisdiction over this Trust.

(2) **Fee Schedule for Individual Trustee.** For its services as Trustee, the individual Trustee shall receive reasonable compensation for the services rendered and reimbursement for reasonable expenses.

(3) **Fee Schedule for Corporate Trustee.** For its services as Trustee, my corporate Trustee shall receive reasonable compensation for the services rendered and reimbursement for reasonable expenses.

(4) **Trustee Accountings and Settlement.** The Trustee shall report on Trust activities and account to the beneficiaries, as follows:

THE FLOYD LAW FIRM PC ATTORNEYS & COUNSELORS AT LAW P.O. DRAWER 14607, SURFSIDE BEACH, S.C. 29587-4607

WDB

M

ARTICLE XXVI
SPENDTHRIFT RESTRICTION

Spendthrift Provision. Except as otherwise provided herein, all payments of principal and income payable, or to become payable, to the beneficiary of any trust created hereunder shall not be subject to anticipation, assignment, pledge, sale or transfer in any manner, nor shall any beneficiary have the power to anticipate or encumber such interest, nor shall such interest, while in the possession of the fiduciary hereunder, be liable for, or subject to, the debts, contracts, obligations, liabilities or torts of any beneficiary.

ARTICLE XXVII
PERPETUITIES SAVINGS LIMITATION

Perpetuities Savings Clause. Notwithstanding anything herein to the contrary, the trusts created hereunder shall terminate not later than Twenty-one (21) years after the death of the last survivor of the trust beneficiaries hereunder, their issue, and any person or persons or their issue used to define the trust beneficiaries under this trust, living on the date of the Surviving Spouse's death (or when this trust becomes irrevocable, if sooner), when the Trustee shall distribute each remaining trust hereunder to the beneficiary or beneficiaries of the current income thereof, and if there is more than one beneficiary, in the proportion in which they are beneficiaries or if no proportion is designated in equal shares to such beneficiaries.

Testimonium Clause. IN WITNESS WHEREOF, the Settlers and the Trustees have executed this Agreement as of the day and year first above written.

WITNESSES:

1st Witness

2nd Witness/Notary

1st Witness

2nd Witness/Notary

WALTER DOUGLAS BARCLAY

REBECCA J. BORDERS

SETTLORS AND TRUSTEES

THE FLOYD LAW FIRM PC ATTORNEYS & COUNSELORS AT LAW P.O. DRAWER 14607, SURFSIDE BEACH, S.C. 29587-4607

BAIL PROCEEDING FORM II

STATE OF SOUTH CAROLINA

COURT OF GENERAL SESSIONS

COUNTY OF CHARLESTON

STATE OF SOUTH CAROLINA

ORDER SPECIFYING METHODS AND CONDITIONS OF RELEASE

v.

WALTER BARCALY
NAME OF DEFENDANT

Offense Charged: FELONY DUI

At a bail proceeding conducted by the undersigned judge, for the defendant named above, it was determined by the court (check one or both):

- The release of the defendant on recognizance will not reasonably assure his appearance as required.
- The release of the defendant on recognizance will result in an unreasonable danger to the community.

This determination was based upon the following findings of fact:

[Considerations: Nature and circumstances of the offense charged, the defendant's family ties, employment, financial resources, character and mental condition, the length of his residence in the community, his record of convictions, and any record of flight to avoid prosecution or failure to appear at other court proceedings.]

THEREFORE, IT IS HEREBY ORDERED:

1. That the above named defendant be released from custody on the condition that he will personally appear before the designated court at the place, date and time required to answer the charge made against him and do what shall be ordered by the court and not depart the State without the permission of the court and be of good behavior.
2. That the above named defendant be released from custody provided as follows:

CASH IN LIEU OF BOND

The defendant, acknowledges himself to be indebted to the State of South Carolina in the sum of _____ to secure his release from custody. Should the defendant fail to comply with all terms and conditions of this Order, this sum of money is subject to being forfeited to the State.

CASH PERCENTAGE IN LIEU OF BOND

The defendant, acknowledging himself to be indebted to the State of South Carolina in the full amount of _____, his release to be obtained by payment to the court of _____ % (not to exceed 10%) of the full amount of the bond, deposits _____ to secure his release from custody. Should the defendant fail to perform the conditions of this Order, the full amount shall be levied on his real and personal property for the use of the State.

APPEARANCE RECOGNIZANCE WITH SURETY

The defendant will provide good and sufficient surety approved by the court, in the form hereinafter set forth in this Order, acknowledging an indebtedness to the State in the amount of \$100,000.00.

3. That the defendant shall appear at (check one):

the term of COURT OF GENERAL SESSIONS beginning on Friday, January 23, 2009 at 2:00 o'clock, P.M. at CHARLESTON COUNTY JUDICIAL CENTER, 100 BROAD STREET, CHARLESTON and remain there throughout that term of court. If no disposition is made during that term, the defendant shall appear and remain throughout each succeeding term of court until final disposition is made of his case, unless otherwise ordered by the court.

the session of _____ beginning on _____ at _____ o'clock, _____, at _____ If no final disposition is made during that session, the defendant shall appear at such other times and places as ordered by the court.

INITIALS OF DEFENDANT W B

4. That the defendant will notify the court promptly if he changes his address from the one contained in this order and he will comply with those conditions described hereinafter in the Order.


SIGNATURE OF JUDGE: Holmes

December 9, 2008
DATE

Only the original Power of Attorney will bind this Surety.

POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY
P.O. BOX 9810, CALABASAS, CA 91372-9810 (800) 935-2245

POWER NUMBER **IS100K-12559**

THIS POWER VOID IF NOT USED BY: December 31, 2009

POWER AMOUNT \$ **100,000**

NOW ALL MEN BY THESE PRESENTS, that INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of New Jersey, has constituted and appointed, and does hereby constitute and appoint, its true and lawful Attorney-in-Fact, with full power and authority to sign the company's name and affix its corporate seal to, and deliver on its behalf as surety, any and all obligations as herein provided, and the execution of such obligations in pursuance of these presents shall be as binding upon the company as fully and to all intents and purposes as if done by the regularly elected officers of said company at its home office in their own proper person; and the said company hereby ratifies and confirms all and whatsoever its said Attorney-in-Fact may lawfully do and perform in the premises by virtue of these presents.

THIS POWER OF ATTORNEY IS VOID IF ALTERED OR ERASED, THE OBLIGATION OF THE COMPANY SHALL NOT EXCEED THE SUM OF

ONE HUNDRED THOUSAND*****

AND MAY BE EXECUTED FOR RECOGNIZANCE ON CRIMINAL BAIL BONDS ONLY

Authority of such Attorney-in-Fact is limited to the execution of appearance bonds and cannot be construed to guarantee defendant's future lawful conduct, adherence to travel, citation, fines, restitution, payments or penalties, or any other condition imposed by a court not specifically related to court appearances. A separate Power of Attorney must be attached to each bond executed. Powers of Attorney must not be returned to Attorney-in-Fact, but should remain a permanent part of the court records.

and Amt \$ 100,000 Date Executed 12-09-08

Defendant Walter Douglas Barclay DOB

Case # K352620 Appearance Date Next Term

Offense Felony DUI

Court County chs

Court City chs

Court State SC Div./Dept. GSC

rewrite, give orig. power # Increase Decrease

Executing Agent Robert E. Kelly

Signature (if applicable, add your COURT assigned Agent #

Form# IF1.0100 (9/06)

ORIGINAL

NOTICE: Stacking of Powers is strictly prohibited. No more than one power from this Surety may be used to post any one bail amount.

IN WITNESS WHEREOF, said INTERNATIONAL FIDELITY INSURANCE COMPANY, by virtue of authority conferred by its Board of Directors, has caused these presents to be sealed with its corporate seal, signed by its Chairman of the Board and attested by its Secretary, this 23rd day of March, 1998.



Francis Miltenoff, Chairman of the Board

[Signature]

Norman Konvitz, Secretary

[Signature]

NOT VALID FOR IMMIGRATION



00658179

STATE OF SOUTH CAROLINA

FILED

COURT OF GENERAL SESSIONS

COUNTY OF Charleston Berkeley

2011 OCT 26 PM 1:03

State of South Carolina,

BOND ORDER

-vs-

JULIA J. ARMSTRONG
CLERK OF COURT

GS-10-2848

Walter Douglas Barclay,

2011 - GS-10-2817

Warrant/Indictment #'s:

Charges / Offenses: Felony DUI

This matter is before the court on a motion to reduce bond motion to set bond motion to revoke bond. Motion for new bond during the trial

Having now determined this matter, the court orders as follows:

- the motion(s) is/are hereby denied.
- the motion to reduce and/or set bond on the charges of _____
is hereby granted.

Bond is hereby ordered as follows: \$100,000.00 Surety
as previously ordered on
December 9, 2008

- This order represents one consolidated bond on all the listed charges.
- This order requires separate bonds on each listed charge.
- All bond conditions previously ordered shall be part of this order.
- Other Conditions imposed:

- the motion has either been withdrawn or counsel failed to appear at the time this matter was scheduled; therefore, the motion is denied and shall not be rescheduled except as ordered by this Court.
- this bond matter was previously heard in the circuit court; the court declines to modify the order of another circuit judge and the request is denied.

The defendant shall not be released until execution and filing of the appropriate bond documents with the Court.

IT IS SO ORDERED.

J. L. Jeffe
Presiding Judge

Date: 10/26/11

def The defendant has been advised that if he fails to appear he will be tried in his absence.

THE FACE OF THIS DOCUMENT HAS A COLORED

ALTY BACKGROUND AND MICROPRINTING

POWER AMOUNT

\$100,000.00

POWER OF ATTORNEY

PALMETTO SURETY CORPORATION

PS100 009065

126 Seven Farms Drive, Suite 170, Charleston, SC 29492

KNOW ALL MEN BY THESE PRESENTS, that PALMETTO SURETY CORPORATION, a corporation duly authorized and existing under the laws of the State of South Carolina, does constitute and appoint the below named agent its true and lawful Attorney-in-Fact for it and in its name, place and stead, to execute, and deliver for and on its behalf, as surety, a bail bond only Authority of such Attorney-in-Fact is limited to appearance bonds. No authority is provided herein for the execution of surety Immigration bonds or to guarantee alimony payments, fines, wage law claims or other payments of any kind on behalf of below named defendant. The named agent is appointed only to execute the bond consistent with the terms of this power of attorney. This agent is not authorized to act as agent for receipt of service of process in any criminal or civil action. This power is void if altered or erased or used in any combination with other powers of attorney of this company or any other company to obtain the release of the defendant named below or to satisfy any bond requirement in excess of the stated face amount of this power. This power can only be used once. The obligation of the company shall not exceed the sum of

ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS

and provided this Power-Of-Attorney is filed with the bond and retained as a part of the court records. The said Attorney-in-Fact is hereby authorized to insert in this Power-Of-Attorney the name of the person on whose behalf this bond was given. IN WITNESS WHEREOF, PALMETTO SURETY CORPORATION has caused these presents to be signed by its duly authorized officer, proper for the purpose, and its corporate seal to be hereunto affixed this 25 day of October 2012

Bond Amount \$ 100,000 Appearance Date Next Term

Defendant: Walter Barclay

Court G.S.C.

Case # K352620

Case # 165-10-2818 / 165-10-2817

County Ches City Death St. ZIP

Offense Felony DWI Death

Offense

Executing Agent

Expires 12/31/2012

PALMETTO SURETY CORPORATION



Signature of President

Affidavit of Rebecca J. Borders, D.O in support of Petition for Appeal Bond
State v. Walter Douglas Barclay Appellate Case No: 2012-212639

1. I, Rebecca J. Borders, D.O. do hereby affirm that I was born on September 3, 1950 and am competent to make these statements under oath.

2. Walter Douglas Barclay and I have been partners for 38 years.

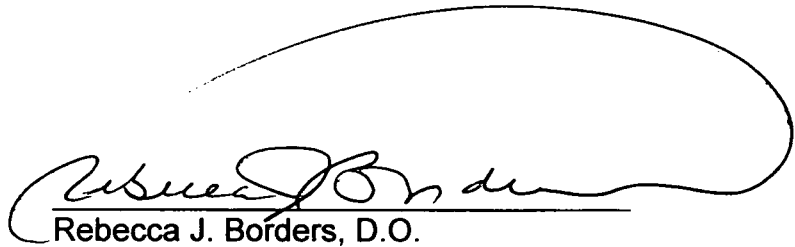
3. I am a family practice physician licensed in South Carolina since 1984.

4. In 1989 we moved to Edisto Island, South Carolina so I could fulfill my dream of opening my own practice. In that year I opened Island Family Medicine, the first and still the only medical facility on the island. Doug's generosity and support have been a large part of my being able to establish and maintain this practice for the people of Edisto Island.

5. While I was practicing medicine, Doug became established here in his trade of home construction and renovation. He has worked for many of the homeowners and contractors here, and is well known for his skill, care and reliability. He has become established in the community as someone who will not only do his job, but also give generously of his time, resources and talents.

6. We built a home on Edisto Island at 8101 Lachicotte Street, and constructed a farm at 1810 Clark Road where we keep our animals. The house had to be mortgaged to pay for Doug's legal expenses but I make the payments so that I have a place to live and he will have a home to come to when released from prison. Friends and neighbors are busy repaying the many favors Doug has done for them by helping me with maintenance and repairs. I don't know anyone who would not be most happy for his return to the community.

7. Prior to this neither Doug nor I have ever been convicted of a crime. There has never been any intent to harm; only to be a Friend and helper to others.


Rebecca J. Borders, D.O.

Sworn and Subscribed before me this 1st day of May 2013

Julie W. Polson

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires:

JULIE W. POLSON
Notary Public, South Carolina
My Commission Expires
June 19, 2018

IN THE SOUTH CAROLINA COURT OF APPEALS

State v. Walter Douglas Barclay
Appellate Case No.: 2012-212639

Affidavit of Allan MacDonald in Support of Motion for Appeal Bond

The undersigned, Allan MacDonald, avers that:

1. I am sixty (60) years old and competent to make the following statements under oath;
2. I have been a citizen and resident of South Carolina since 1984;
3. I am a cabinet maker who currently resides at 1042 Highway 174 on Edisto Island, South Carolina;
4. I have known Walter Douglas Barclay since 1977 when he lived in the Bennettsville area;
5. Mr. Barclay and I worked together on numerous projects since he moved to Edisto Island in 1989 with his wife, Dr. Rebecca Borders. We rented, equipped and operated a wood working-cabinet making shop from a barn for many years after he moved to Edisto;
6. Mr. Barclay and I purchased a five acre property on Steamboat Landing Road on Edisto Island in 2002 where we built a shop to continue our wood working business;
7. Mr. Barclay will have access to our shop and tools if released on an appeal bond;
8. I believe Mr. Barclay would obey the terms of an appeal bond just like he did while on bond between his arrest in 2008 through his sentencing on November 1, 2011. I do not believe his release on an appeal bond would pose any danger to members of this community or pose any risk that he would not appear if ordered to do so by the Court.

FURTHER AFFIANT SAYETH NOT

Allan MacDonald
Allan MacDonald

SWORN AND SUBSCRIBED BEFORE ME

This 28th day of June, 2013

Aubrey P. Davis
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 02/05/23

SWORN TO AND SUBSCRIBED
BEFORE ME THIS DATE

JUN 28 2013

AUBREY P. DAVIS
Notary Public, State of South Carolina
My Commission Expires 2/5/2023

070000205

STEAMBOAT LANDING RD, EDISTO ISLAND

5/16/2013

2012 2012

Current Parcel Information

Owner: BARCLAY WALTER D Property Class-Code 905 - VAC-RES-LOT
 MACDONALD ALLAN R Acreage 5.0000

Owner Address PO BOX 446
 EDISTO ISLAND SC 29438-0446

Legal Description -LOT A-2 PlatSuffix XXX-XXX PolTwp 008
Description



P O Box 1010
Walterboro, SC 29488
(843) 909-8076
www.HaitiUnderGod.org

FILED

2012 MAR 12 PM 1:43

JULIE J. ARMSTRONG
CLERK OF COURT

BY _____

Haiti Under God

February 15, 2012

I, Donald C. Lyons, submit the following statements under oath:

I have known Doug Barkley for many years. He was and is a talented contractor who owned his own business and hand crafted our inside trim work on most of the exclusive homes our company built on Edisto Island, South Carolina. He was one of my best sub-contractors who consistently performed excellent work. He and I had many discussions about our faith in God; he being a devoted Quaker and I an Evangelical Christian. Doug was very dependable and always on the jobsite when he was supposed to be. He got along well with all the other contractors on our jobs and never complained or caused problems.

I retired from the residential construction business a few years ago and moved away from Edisto Island. Doug and I kept in touch talking frequently about our beliefs. He has even considered going with me on a mission trip to Haiti. He has contributed funds to our organization to help support some of our orphans in Haiti.

After Doug's accident, I spent one on one personal time with Doug helping him work through the grieving process. He was overwhelmed and emotionally distraught that someone had died and that he was involved in the accident. Doug was in shock when I first visited him as I spent time helping him deal with the reality of the accident. In the beginning, he was unable to work and spent much time coming to grips with this tragedy. We talked a lot about his faith in God and how he was depending on that faith to carry him through not only the immediate crisis, but the ensuing depression and grief.

In my opinion, Doug is a good man who was involved in an unfortunate accident which has seriously impacted his life. I believe he deserves extra consideration from the court.

Sincerely,

Donald C. Lyons
Executive Director
Haiti Under God
dlyons@HaitiUnderGod.org

Sworn and Subscribed Before Me
This 16th day of February, 2012

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 6-7-2012

LETTERS OF
RECOMMENDATION

Delton W. Powers, Jr.



Hailey Powers Turnblad

16

Powers Law Firm

June 30, 2010

The Honorable Jennifer Kneece Shealy
Charleston County Solicitor's Office
101 Meeting Street, Fourth Floor
Charleston, South Carolina 29401

RE: State of South Carolina v. Walter D. "Doug" Barclay

Dear Solicitor Shealy:

I am writing to you as a friend and associate of Doug Barclay. Before moving to Edisto Beach, Doug lived here in Marlboro County for several years. I know him as a generous, hardworking, good man. Having spent several of my thirty-three years practicing law working for two different solicitors, I realize the awesome responsibility you have to the public. I also know that it is not always the length of the sentence, but the certainty of it, that is oftentimes the key to rehabilitation.

When I met with Doug following this incident, he showed as much remorse as any person I have seen or dealt with in all these years. There is no question that he is already living with the pain and penalty of his actions and that he always will. Having to carry the memory of this tragedy is a punishment in itself.

I recently handled a similar case here in Marlboro County, and the Judge allowed my client to make significant contributions to the family outside of the civil action. I have not discussed this approach with Doug, but it was very successful in the action here and allowed for some closure for the families.

If only you could know the Doug that I know, you would know the kind and gentle man who loves his family and friends, and strives to be a good provider. There are so many people I know he has helped when they needed it. He is not a criminal, and I am convinced he had no criminal intent. I consider Doug to be a good friend and a great person, and I am pleading to you for mercy on his behalf. If there is anything I can contribute, or if I need to appear on his behalf, please let me know; I would be more than happy and honored to do so.

With kind regards, I am,

Yours truly,

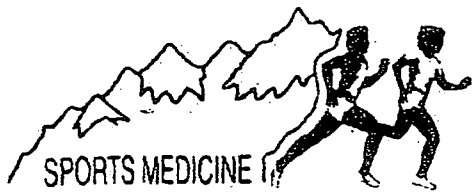
Delton W. Powers, Jr.

DWP,JR/cmr

Delton W. Powers, Jr., Esq.

Delton Powers Jr. is an attorney at Powers Law Firm in Bennettsville, South Carolina. Mr. Powers has over thirty years of criminal and civil experience, including work as: a prosecutor under two different county solicitors, trial attorney, mediator and arbitrator.

Mr. Powers also dedicates a portion of his time to charitable work. He has served on many professional and civic boards and commissions. He and his wife recently endowed an Initiative for Special Education at Coastal Carolina University.



Blue Ridge Orthopaedics

SPECIALIZING IN SPORTS MEDICINE, GENERAL ORTHOPAEDICS, TRAUMA, FOOT & HAND SURGERY AND TOTAL JOINT REPLACEMENT

July 28, 2010

RE: Doug Barclay

To Whom It May Concern:

I consider myself a lucky man. I have a job which keeps me busy and which I love: a family which is much the same, and several good friends. I count Doug Barclay among my good friends.

As team orthopaedic surgeon for Clemson University, I meet and spend time with a great many people; only a few do I consider true friends who will drop everything to help me. Doug Barclay is one of those few people. Since I met Doug, in 1988, I have sailed and fished with him, visited with him in his family home in Maine, and even played croquet with him. I have also had to call in a moment of emergency for his help. In 2002 my son-in-law had not returned from a fishing trip. Unbeknown to us his boat had lost power, leaving him adrift in the waters of the North Edisto River. My daughter had not heard from him and we were worried enough to call the police for help. Doug immediately began a search for him looking at all the landings on the island and locating where his boat had been launched. Luckily he had drifted and found an inhabited house with a dock that allowed him to then contact us. Doug worked tirelessly for several hours to insure that they were located and safe. When weather threatens Edisto Island he always calls to see if I need any help.

Doug's work ethic is exceptional as seen by the beautiful cabinetry he has created for homes and businesses all over the low country. He has never been too busy, however, to donate his handiwork to fund-raisers for the Brooks Center for the Performing Arts at Clemson University. He has donated beautiful wooden cutting boards to be auctioned for charity for several years. He is a steadfast supporter of his partner, Dr. Rebecca Borders, allowing her to provide excellent medical care for the people of Edisto Island. He also has adopted many animals and provides care and support for the entire island; in fact, this tragedy occurred while returning from feeding their mules.

In short, Doug is a steady, caring, creative, faithful friend to me and my family, and the people of Edisto whose lives he has enriched. I would trust him with my life. He always attempts to do the right thing. I am proud to call him a friend.

Sincerely,

Larry S. Bowman, MD

Seneca Office
10630 Clemson Blvd.
Suite 100
Seneca, SC 29678
864-482-6000
864-482-7000 fax
www.broa.com

Anderson Office
100 Healthy Way
Suite 1200
Anderson, SC 29621
864-260-9910
864-328-1451 fax

Seneca Office
Sports Medicine &
Orthopaedic Surgery
Larry S. Bowman, MD
James C. McGeorge, MD
Steven L. Martin, MD
P. Sean McCallum, MD
Brian J. Redmond, MD
W. Scott Brown, MD
Musculoskeletal &
Sports Medicine
Douglas A. Reeves, MD

Anderson Office
Sports Medicine &
Orthopaedic Surgery
John H. Murray, MD
W. Bruce Richmond, MD
J. Kirk Hensarling, MD
Todd C. Swathwood, MD
James C. Mills, III, MD
Mark A. Pierce, MD
Musculoskeletal &
Sports Medicine
Christopher B. Clemow, MD

Physician Assistants
C. Stephen Jackson, PA-C
G. Emmitt Carter, PA-C
Frank M. Mlinar, PA-C
Kristen L. Myers, PA-C
Leslie Willcox, PA-C
Shawna M. Dinger, PA-C

Dr. Larry S. Bowman

Dr. Bowman is an Orthopaedic Surgeon who graduated from medical school at Medical University of South Carolina. He is board certified with the American Board of Orthopaedic Surgery and is affiliated with a number of professional organizations, such as: South Carolina Orthopaedic Society, Orthopaedic Research Society and South Carolina Medical Association Medical Aspect of Sports Committee.



July 12, 2010

Jennifer Kneece Shealy
Charleston County 9th District Solicitor's Office
101 Meeting Street, Fourth Floor
Charleston, SC 29401

Re: Walter D. Barclay Character Reference

Dear Ms. Shealy:

My family and I have known Doug Barclay and his wife, Rebecca for twenty-two (22) years and during this period, have become close friends. Doug and Rebecca moved to Edisto Island for Rebecca to open the only medical practice on the Island and this facility is still open today.

Doug built her office and operates a woodworking business on the Island employing several local people. He is the kind of person who calls friends during inclement weather to ask what he might do to help prevent damage to personal structures. His woodworking is recognized on the Island and surrounding area for its quality and he is noted for his business ethics with fellow contractors and builders.

As a community leader, secretary for the SC Jobs Economic Development Authority representing the 3rd Congressional District, past co-chairman for Lindsey Graham's Senate re-election, finance committee for Gresham Barrett for Governor and upstate business owner, I am pleased that Doug asked me for a character reference and hope I have been helpful.

Sincerely,

A handwritten signature in black ink, appearing to read "John R. Hamrick", written over a horizontal line.

John R. Hamrick, Broker
John Hamrick Real Estate, Inc.

John R. Hamrick

John Hamrick is a former school teacher who decided to start a real estate and land development company thirty years ago. Mr. Hamrick sits on the South Carolina Jobs, Economic Development Authority Board representing the 3rd Congressional District (JEDA). JEDA assists in financing public and private projects throughout South Carolina to promote business and economic welfare in the state. Mr. Hamrick is a family man and actively involved in the community.

Ms. Jennifer Kneece Shealy
Charleston County 9th Circuit solicitor's Office
101 Meeting Street, 4th Floor
Charleston, South Carolina 29401

Re: Walter D. Barclay, Edisto Island, South Carolina

Dear Ms. Shealy:

I thank you for allowing me this opportunity to address the character and beloved nature of my friend and neighbor Mr. Walter Barclay. I have known Mr. Barclay for over twenty years and his loving lifelong partner – Dr. Rebecca Borders – remains a true friend and my personal physician. The two of them brought significant and needed change to this community.

As a journalist and chef at The Old Post Office for decades, I have met literally thousands of Edistonians and visitors. I feel I have a better pulse on the makeup of the island and her residents than many. Absolutely none are kinder, more helpful, and generous than Mr. Barclay. I cannot count the number of stories I know firsthand of his service as a good steward to friends, strangers, and nature.

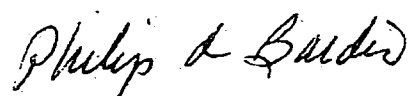
Drawing from his Quaker background and upbringing, he has a motivated nurturing element to help his fellow man that is more passionate than anyone I have ever met in my life. When I was often working long hours when my daughter was in need of care, Mr. Barclay was always there for her and me as he cared for many of his friends children. He had a huge hand in raising mine whom I am pleased to report has grown up to 24 years completely devoid of questionable behavior and hypocrisy.

It is with this that I know fully Mr. Barclay would never intentionally hurt anyone and would far more be likely to lay himself in front of danger rather than cause it.

I hope the accomplishments of this man's daily good deeds and level of humanitarianism are taken to heart. He is without peer being a good servant to his community and society. I am proud to call him my friend as are many, many others.

With My Regards and Complete Sincerity,

I Thank You,

A handwritten signature in cursive script that reads "Philip D. Bardin". The signature is written in black ink and is positioned below the typed name.

Chef Philip D. Bardin



CAROLINA NATIONAL BANK
Established in 1888

July 13, 2010

Ms. Jennifer Kneece Shealy
Charleston County
9th District Solicitor's Office
101 Meeting Street, Fourth Floor
Charleston, South Carolina 29401

Re: Walter D. Barclay, Edisto Island, SC

Dear Ms. Shealy:

I write to you regarding both my personal and professional knowledge of Mr. Barclay which spans some 25 years. I will not attempt to separate the business and personal descriptions of him, as he has consistently conducted himself identically in all sides of his life.

I say without hesitation that, Mr. Barclay has always shown me the highest level of honesty and integrity. He has always been a man of his word and has never given me reason to question anything he has said or done. Over the years, I have even told him that I wish all of my customers were as conscientious as he is when it comes to keeping ones word. I would also say that Mr. Barclay is a very kind, considerate and compassionate person, especially as it relates to his relationships with the residents of the community in which he lives.

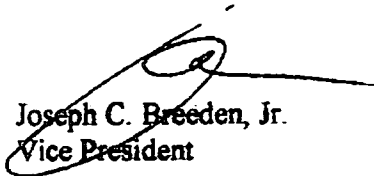
Much of the Edisto area is actually poor and this is very much the reasoning behind the decision Mr. Barclay and his partner of many years, Rebecca Borders, made when she opened her medical practice in Edisto. This area was terribly underserved and I can assure you that moving here was not financially motivated. What I wish to do is to point out that this couple's presence on the island over the years has been largely humanitarian and this is representative of the kind of people they are.

I know Mr. Barclay made a bad choice one day, but it does define the real person. I ask and hope that much consideration will be given to real life of this man and not just to the mistake he made on a particular day in time.

Ms. Shealy
Page 2

Thanking you, and with kind regards, I am --

Sincerely,



Joseph C. Breeden, Jr.
Vice President

Jennifer Kneece Shealy
Charleston County 9th District
Solicitor's Office
Charleston, SC 29401

July 2, 2010

RE: Character Reference for Walter D. (Otis) Barclay


Dear Solicitor Shealy,

I am writing this letter on behalf of my friend Otis Barclay. I am a long time resident of Edisto Island. I have known Otis for over twenty years. In that time frame I have witnessed and been the recipient of his generosity and compassion.

Otis is a successful business man and is at the top of his field in the cabinet making industry. He uses his success in a way unheard of these days. We have a limited economy on Edisto. I have seen him finance peoples vehicles, make note payments on houses, cover peoples child support, and help with many other day to day emergencies in a number of peoples lives.

I can't think of anyones lives around here that hasn't been touched by his kindness. He is a mainstay in this community. His dedication to his family and friends is unparalleled. I would consider him one of the best roll models around for my own son. Please take these attributes into consideration. We need this man and men like him in our society.

Sincerely Yours,


John B. Sanders

July 20, 2010

To: The Honorable Jennifer Kneese Shealy
From: Lieutenant K. Dwight Kennerly, Retired
Reference: Character Reference for Walter D. Barclay

I am a retired District Lieutenant of the South Carolina Highway Patrol with thirty-five (35) years of service. I have been knowing Mr. Barclay and his wife, Doctor Rebecca Borders, for the past seventeen years. We belong to the same state organization together. Mr. Barclay has always been a gentleman in all places and we have shared great fun and business meetings together.

Mr. Barclay is a very hard worker and has donated a lot of his time, money and materials for a lot of needy people of all races on Edisto Island, as well as the Charleston area.

Mr. Barclay has been in my home on numerous occasions and it has been a great pleasure and privilege to be an acquaintance and to say that he is a very close friend of mine.

I will be willing, if needed, to testify under oath as a character witness for Mr. Walter Barclay.


Lt. K. Dwight Kennerly, Retired
South Carolina Highway Patrol

P. O. Box 73
Wadmalaw Island, S. C. 29487

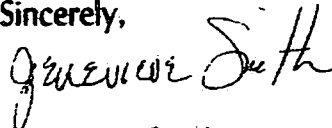
July 15, 2010

Jennifer Kneece Shealy
Charleston County 9th District Solicitor's Office
101 Meeting St 4th Floor
Charleston SC 29401

Dear Miss Shealy,

I have known Walter D. Barclay (Otis as he is fondly known) for 15 years. He has been and is a loyal and devoted friend to me, my family and our community. Otis is a kind and caring person to all who cross his path regardless of their race, religion or gender, be it two legged or four legged. Numerous times over the years I have seen him give of himself to those in need and less fortunate, sharing what he has with others by giving them his time, labor and knowledge. I am proud and honored to have Walter D. Barclay as my friend. We are indeed fortunate to have him as a member of our community.

Sincerely,



Genevieve Smith
1849 Clark Rd
Edisto Island SC 29438

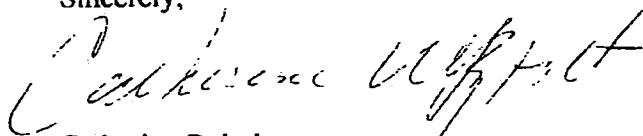
Mrs Catherine Rybolt
PO Box 183
Pawleys Island, SC 29585
July 5, 2010

Jennifer Kneece Shealy,
Charleston County 9th District Solicitor's Office
101 Meeting Street, Fourth Floor,
Charleston, SC 29401

Dear Ms Shealy,

I have known Walter Barclay for over eight years. I have always found him to be reliable, generous, truthful, trustworthy and kind. He has always been there for me if I needed help of any kind.

Sincerely,

A handwritten signature in cursive script that reads "Catherine Rybolt". The signature is written in dark ink and is positioned above the printed name.

Catherine Rybolt

Slo Boat Construction, LLC

Post Office Box 783

Edisto Island, SC 29438

June 25, 2010

JENNIFER KNEECE SHEALY
CHARLESTON COUNTY 9TH DISTRICT
SOLICITOR'S OFFICE
CHARLESTON, SC 29401

RE: CHARACTER REFERENCE - OTIS D. BARCLAY

Dear Ms. Shealy;

I have known Mr. Barclay for the past 10 years as a business associate and a member of the local community. I have employed Mr. Barclay on numerous occasions for finish carpentry work. His work is of very high quality and I have never had any problems or "call backs" with his work.

I can confirm Mr. Barclay is a man of integrity, dedicated to his family, loyal to his friends, and possesses a very strong work ethic. Furthermore, he has a gentle demeanor and a pleasure to know personally..

For your information, I am the owner of Slo Boat Construction, LLC and my company has been building new homes on Edisto Island for the past 15 years. Prior to that, I was the owner of two successful businesses in the upper part of the state. I have had a lot of experience dealing with people, and can truthfully state Mr. Barclay is a fine gentleman and would be willing to testify in court to that fact.

Respectfully submitted,


E.C. Carson