

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENWOOD COUNTY

Court of Common Pleas
Charles M. Watson, Jr., Special Referee

Appellate Case No. 2025-000569
Case No. 2021-CP-24-00784

RECEIVED

AUG 28 2026

SC Court of Appeals

Greenwood Mills, Inc.,

Respondent,

v.

Rodney White,

Appellant.

RECORD ON APPEAL

Rodney White
341 Maxwell Ave.
Greenwood, SC 29646

Appellant, Pro Se

Brandon A. Smith, Esq.
104 Maxwell Avenue
Greenwood, South Carolina 29646
(864) 229-4076

Attorney for Respondent

INDEX
VOLUME I
(Pages 1–350)

I. ORDERS AND JUDGMENTS

Final Order (February 21, 2025).....	1
Order Granting Partial Summary Judgment (November 22, 2024).....	4
Order Appointing Special Referee (October 14, 2024).....	6
Order Referring Case to Special Referee / Counsel Withdrawal.....	9
Order Granting Partial Judgment on the Pleadings (July 28, 2023).....	12
Order Denying/Deferring Summary Judgment (November 6, 2023).....	15

II. NOTICE OF APPEAL

Notice of Appeal.....	18
-----------------------	----

III. PLEADINGS

Summons.....	27
Complaint.....	28
Exhibit A – 2003 Contract.....	30
Exhibit B – Purported Default Letter Denied by Testimony.....	32
Answer and Counterclaims.....	33
Amended Summons and Complaint.....	47
Answer and Counterclaims to Amended Complaint.....	55

IV. CONTRACTS

2003 Contract (Full Copy).....	69
2021 Contract (First Altered Version).....	72
2021 Contract (Second Version after Altered Contract).....	75

V. MOTIONS AND FILINGS

Memorandum in Opposition to Summary Judgment.....	81
Motion for Jury Trial.....	85
Notice of Jury Trial Request.....	86
Motion for Continuance.....	87
Motion for Reconsideration.....	93
Affidavit of Appellant Rodney White.....	95

VI. CORRESPONDENCE / EVIDENCE

Email from Brandon A. Smith (Client's Disapproval of Altered Contract).....	103
Letter from Attorney Billy Garrett (Extension Evidence & Equitable Interest).....	104

VII. HEARING TRANSCRIPTS

Transcript – November 6, 2024 Hearing.....	105
Transcript – November 27, 2024 Hearing.....	131

VIII. DEPOSITION

Deposition of Jay Self.....	165
Deposition of Rodney White.....	246

IX. CERTIFICATE OF SERVICE

Certificate of Service.....	350
-----------------------------	-----

STATE OF SOUTH CAROLNA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENWOOD	)	2021-CP-24-784
	)	
Greenwood Mills Inc.	)	
	)	
Plaintiff	)	
	)	
vs.	)	FINAL ORDER
	)	
Rodney White,	)	
	)	
Defendant	)	
	)	

This matter was before me, as Special Referee, on November 27, 2024 at 9:00 a.m. for a hearing on counterclaims filed by the Defendant against the Plaintiff. I previously bifurcated the issues raised in the counterclaims when the Defendant did not attend the prior hearing due to a death in the family. At that hearing, I granted summary judgment to the Plaintiff, finding that the Plaintiff owned fee simple title to the property in question and that the Defendant did not have any legal or equitable interest in the property. Brandon A. Smith appeared for the Plaintiff along with Jay Self, President of Greenwood Mills Inc. Aaron Wallace appeared with the Defendant.

Prior to beginning the hearing, I considered a motion filed by the Defendant asking me to grant him a jury trial and return the case to circuit court. I denied the motion for two reasons. First, I ruled that the order referring the case to me did not include the power to return the case to the circuit court for a jury trial. Second, even if I did have that power, I would not grant the request for a jury trial due to the length of time that this case has been pending. Rule 39, SCRC.

At the call of the case, the Defendant testified that he had numerous items of valuable, personal property that were inside of a house located on the property. In July or August of 2022, the Plaintiff had the house demolished, and the Defendant seeks compensation for his personal property which he claims the Plaintiff destroyed in connection with the demolition.

FINDINGS OF FACT

1. In my Order Granting Partial Summary Judgment, I have already found that the Plaintiff was the sole owner of the property that is the subject of this action.
2. I find that a residential structure house used to be present on this property, and that the Plaintiff had the structure demolished in around July or August 2022.
3. Based on the testimony of the Defendant, which I found to be completely credible, I find that the Defendant previously occupied the structure and there were numerous items of his personal property inside the house when he last visited the house, approximately two months prior to the demolition. A list of most of those items was entered as Defendant's Exhibit No 2, and the Defendant testified as to his opinion of the value of most of those items. The Defendant contends that the Plaintiff should be found liable for the value of that property which the Defendant claims was destroyed with the house.
4. Based on the testimony of Mr. Reed Goings, Facilities Supervisor for the Plaintiff, which I also found to be completely credible, I find that none of the items on the Defendant's list were located in the house when he inspected it, just prior to its being demolished. Mr. Goings produced photographs, entered as Plaintiff's Exhibit Nos 9 through 12, documenting that the contents of the house at that time were just trash and debris.
5. Based on the testimony of Ms. Camala Hinkle, who inspected the house prior to its demolition in order to prepare a bid for the demolition work, whose testimony I also found to be completely credible, I find that the house had been inhabited by one or more vagrants at some point prior to her inspection. I also find that house had been infested with pests, possibly including raccoons, mice, rats and snakes. Although they visited the house at separate times, she corroborated that none of the items on the Defendant's list were present when she inspected the house.

6. No evidence was presented to establish what happened to the Defendant's personal property between the time the Defendant last visited the house, two months prior to the demolition, and the time that Mr. Goings and Ms. Hinkle inspected the house in connection with its impending demolition.

CONCLUSIONS OF LAW

I have no choice but to conclude, as a matter of law, that the Defendant has failed to prove, by the greater weight or preponderance of the evidence, that any of the property listed on Defendant's Exhibit No 2 was located in the house when it was demolished.

IT IS THEREFORE ORDERED that judgment be entered in favor of the Plaintiff on the Defendant's counterclaims.

IT IS FURTHER ORDERED that the Defendant's Motion for Reconsideration of my Order Granting Partial Summary Judgment be denied.

AND IT IS SO ORDERED!

February 21, 2025

/s/ Charles M. Watson Jr.
Special Referee

STATE OF SOUTH CAROLNA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENWOOD	)	2021-CP-24-784
	)	
Greenwood Mills Inc.	)	
	)	
Plaintiff	)	
	)	
vs.	)	ORDER GRANTING PARTIAL
	)	SUMMARY JUDGMENT
	)	
Rodney White,	)	
	)	
Defendant	)	
_____	)	

This matter was before me, as Special Referee, on November 6, 2024 at 9:00 a.m. on a motion for partial summary judgment filed by the Plaintiff. Brandon A. Smith appeared for the Plaintiff along with Jay Self, President of Greenwood Mills Inc. Aaron Wallace appeared on behalf of the Defendant.

At the call of the case, Mr. Wallace moved for a continuance because he had just been retained a couple of days earlier and also because a member of the Defendant's family had just passed away unexpectedly. The Plaintiff opposed the continuance on the grounds that this case has been pending since 2021; that the Defendant previously had an attorney whom he fired on the day of a previously scheduled hearing; that the Hon. Eugene C. Griffith Jr. continued that case and allowed by Defendant 30 days to secure substitute counsel; and that almost 120 days had passed without substitute counsel being retained. I denied the motion. However, since the Defendant was not present as a result of the death in his family, and because no testimony can be accepted at a motion for summary judgment, I proceeded to hear the motion for summary judgment while continuing the hearing on the Defendant's counterclaims until November 27, 2024 at 9:00 a.m. I also allowed Mr. Wallace time to file a supplemental affidavit prior to November 11 at 12:00.

FINDINGS OF FACT

Based on the uncontested allegations in the pleadings, the deposition of Jay Self, and the affidavit and supplemental affidavit of the Defendant, I find there is no genuine issue of material fact as to the following facts:

1. The parties entered into a contract in 2003 for the sale/purchase of certain property owned by the Plaintiff under an owner financing arrangement. (the "2003 Contract").¹
2. On April 30, 2021, the parties entered into a subsequent contract for the sale/purchase of that same property (the "2021 Contract").
3. The 2021 Contract did not involve any owner-financing. Instead, the 2021 Contract required that the Buyer purchase the property by paying the purchase price in full prior to May 31, 2021.
4. The 2021 Contract also contained the following language "The parties agree that this written Contract expresses the entire agreement between the parties and that there is no other agreement, written or oral, modifying the terms hereof."
5. I find this language, coupled with the fact that the terms of the purchase were changed from an owner-financing arrangement to an outright purchase, created a novation. I find that both parties intended to substitute the new obligations of the 2021 contract and to extinguish all remaining obligations under the 2003 Contract, if any actually remained.
6. The Buyer did not consummate the purchase prior to May 31, 2021.
7. The contract specifically provided that time was of the essence.
8. The Seller elected to terminate the contract. The Seller provided notice of termination to the Buyer's attorney.

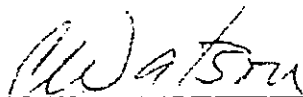
¹ There are disputes about who did what under the 2003 Contract, however, for the reasons stated herein, I find those issues to be immaterial to the ultimate issue in the case.

CONCLUSIONS OF LAW

9. The 2021 Contract created a new contractual relationship between the parties that superseded any rights of obligations either may still have had under the 2003 Contract. *Masters v. KOL Inc.*, 431 S.C. 28, 846 S.E.2d 893 (SC App 2020).

IT IS THEREFORE ORDERED that the Plaintiff is the owner of the property in fee simple and that the Defendant has no equitable interest therein.

November 25, 2024



Charles M. Watson Jr.
Special Referee

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Fileers or who are appearing pro se. See Rule 77(d), SCRCP.

Greenwood Mills, Inc.
PLAINTIFF(S)

Rodney White
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED (*CHECK REASON*):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled);
☐ Other
- ☐ **ACTION STRICKEN (*CHECK REASON*):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (*CHECK APPLICABLE BOX*):**
☐ Affirmed; ☐ Reversed; ☐ Remanded;
☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

This case is being transferred to a Special Referee and the court appoints Chuck Watson as the Special Referee for this case.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 10/14/2024 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.



Greenwood Common Pleas

Case Caption: Greenwood Mills, Inc. VS Rodney White

Case Number: 2021CP2400784

Type: Order/Electronic Form 4

It is so ordered

Eugene C. Griffith, Jr. 2154

Electronically signed on 2024-10-14 09:03:02 page 3 of 3

STATE OF SOUTH CAROLINA
COUNTY OF Greenwood
IN THE COURT OF COMMON PLEAS

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2021CP2400784

Greenwood Mills, Inc.
PLAINTIFF(S)

Rodney White
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled);
☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded;
☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

The Court heard the Defendant's motion to be relieved as counsel on July 15, 2024. The Court grants the Defendant's motion to be relieved. Defendant shall have 30 days to secure substitute counsel. A formal order will be submitted regarding the matter.

Additionally, the Court refers the entire matter to a Special Referee, to be selected by the Clerk of Court, for full hearing on the merits.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 07/15/2024 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.



Greenwood Common Pleas

Case Caption: Greenwood Mills, Inc. VS Rodney White
Case Number: 2021CP2400784
Type: Order/Electronic Form 4

It is so ordered

Eugene C. Griffith, Jr. 2154

Electronically signed on 2024-07-15 12:39:12 page 3 of 3

ELECTRONICALLY FILED - 2024 Jul 15 3:49 PM - GREENWOOD - COMMON PLEAS - CASE#2021CP2400784

STATE OF SOUTH CAROLINA
COUNTY OF GREENWOOD
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2021-CP-24-00784

GREENWOOD MILLS, INC.

RODNEY WHITE

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: COURT

Attorney for : ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order attached) ☒ Statement of Judgment by the Court:

This matter came before the Court on July 24, 2023 on Plaintiff's motion for judgment on the pleadings. Plaintiff was represented by Brandon Smith, Esq. Defendant was represented by Rachel McConoughey, Esq.

The Court finds that Plaintiff's motion should be granted *only* with respect to Defendant's adverse possession counterclaim. Clearly, Defendant's recent negotiations and contracts to purchase the property conclusively demonstrate that Defendant did not consider himself to be an adverse possessor of the real estate. Therefore, his possession was not hostile to Plaintiff's possession or ownership. Plaintiff's motion is denied with respect to the other defenses/causes of action pled in Defendant's answer.

Should the parties remain unable to resolve this case amiably, the Court would recommend that the parties set this matter for a bench trial at a future term of court.

It is so ORDERED.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.
SCRPC Form 4C (02/2017)

Page 1 of 2

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk.

Note: Title abstractors and researchers should refer to the official court order for judgment details.

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

s/ Frank R. Addy, Jr.

Circuit Court Judge

2159

Judge Code

7/28/23

Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

Brandon Smith, Esq.

Rachel McConoughey, Esq.

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter: Lisa Amick

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Fileers or who are appearing pro se. See Rule 77(d), SCRPC.



Greenwood Common Pleas

Case Caption: Greenwood Mills, Inc. VS Rodney White

Case Number: 2021CP2400784

Type: Order/Form 4

So Ordered

S/ Frank R. Addy, Jr.

Electronically signed on 2023-07-28 14:14:11 page 3 of 3

GREENWOOD MILLS, INC.

RODNEY WHITE

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: COURT

Attorney for : ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order attached) ☒ Statement of Judgment by the Court:

THIS MATTER CAME BEFORE THE COURT on October 24, 2023 on Plaintiff's motion for summary judgment. Plaintiff was represented by Brandon A. Smith, Esq. Defendant was represented by Rachel G. McConoughey, Esq.

In light of the Court having previously granted summary judgment as to Defendant's adverse possession cause of action, the Court struggles to see how Defendant could prevail in obtaining title to the property even after accounting for Defendant's laches and novation arguments. At the hearing, Plaintiff did indicate that it would file an amended complaint addressing the 2021 contract in addition to the 2003 contract which was the sole subject of its original complaint. Defendant is also asserting causes of action for destruction of personal property.

Accordingly, the Court finds that summary judgment is premature at this stage in that discovery would still be required on Defendant's counterclaim, and Plaintiff intends to amend its complaint to address the 2021 contract.

This motion may be revisited once discovery is complete.

It is so ordered.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

Additional Information for the Clerk :

INFORMATION FOR THE JUDGMENT INDEX		
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.		
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
		\$
		\$
If applicable, describe the property, including tax map information and address, referenced in the order:		

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

s/ Frank R. Addy, Jr.
Circuit Court Judge

2159
Judge Code

Nov. 6, 2023
Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

Brandon A. Smith, Esq.

Rachel G. McConoughey, Esq.

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter: Tara Scott

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.



Greenwood Common Pleas

Case Caption: Greenwood Mills, Inc. VS Rodney White

Case Number: 2021CP2400784

Type: Order/Form 4

So Ordered

S/ Frank R. Addy, Jr.

Electronically signed on 2023-11-06 15:25:09 page 3 of 3

ELECTRONICALLY FILED - 2023 Nov 06 4:04 PM - GREENWOOD - COMMON PLEAS - CASE#2021CP2400784

LETTER TO THE APPELLATE COURT CLERK
FILING THE NOTICE OF APPEAL

RECEIVED

March 21, 2025

MAR 21 2025
SC Court of Appeals

The Honorable Jenny Abbott Kitchings
Clerk, South Carolina Court of Appeals
Post Office Box 11629
Columbia, South Carolina 29211

RE: Greenwood Mills, Inc. v. Rodney White, Case No. 2021-CP-24-784

Dear Ms. Kitchings:

Enclosed for filing is a notice of appeal in the above case. Also enclosed are the following:

- (1) Proof of service of the notice of appeal on the respondent[s].
- (2) A copy of the order which is to be challenged on appeal.
- (3) A filing fee of \$250.

/s/Ryan McKaig
Ryan McKaig
(104026)
Aaron Wallace
(100255)
Wallace Law Firm
1415 Laurel Street,
Suite B
Columbia, SC 29201
(803) 766-3997
Attorneys for
Appellant

cc: Brandon A. Smith
104 Maxwell Ave.
Greenwood, SC 29646
(864) 229-4076
Attorney for Respondent

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENWOOD COUNTY
Court of Common Pleas ,

Charles M. Watson, Jr., Special

Referee

Case No. 2021-CP-24-784

Greenwood Mills, Inc.,

Respondent,

v.

Rodney White,

Appellant.

PROOF OF SERVICE

I certify that I have served the Notice of Appeal on Greenwood Mills, Inc., by depositing a copy of it in the United States Mail, postage prepaid, on March 21, 2025, addressed to the Plaintiff's attorney of record, Brandon A. Smith, 104 Maxwell Ave., Greenwood, SC 29646.

March 21, 2025

s/ Ryan McKaig
Ryan McKaig
Aaron Wallace
Wallace Law
Firm
1416 Laurel
Street, Suite B
Columbia, South Carolina 29201
(803) 766-3997
Attorneys for Appellant

RECEIVED
MAR 21 2025
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENWOOD COUNTY
Court of Common Pleas

Charles M. Watson, Jr., Special

Referee

Case No. 2021-CP-24-784

Greenwood Mills, Inc.,

Respondent,

v.

Rodney White,

Appellant.

NOTICE OF APPEAL

Appellant Rodney White appeals to the South Carolina Court of Appeals from the final orders entered on February 21, 2025, in Greenwood County Court of Common Pleas by the Hon. Charles M. Watson, Jr., Special Referee, following a hearing on November 27, 2024, in that court. The final order is attached to this notice of appeal. Rodney White also appeals from the order granting partial summary judgment entered on November 22, 2024, in Greenwood County Court of Common Pleas by the Hon. Charles M. Watson, Jr., Special Referee, which is also attached to this notice.

March 21, 2025

s/ Ryan
McKaig
Ryan McKaig
(104026)
Aaron Wallace
(100255)
Wallace Law
Firm
1416 Laurel
Street, Suite B
Columbia, South Carolina 29201
(803) 766-3997
Attorneys for Appellant

Other Counsel of Record:
Brandon A. Smith

Attorney for
Plaintiff/Respondent
104 Maxwell Ave.
Greenwood, South Carolina 29646
(864) 229-4076
Attorney for Respondent

STATE OF SOUTH CAROLINA

COUNTY OF GREENWOOD

Greenwood Mills Inc.

Plaintiff

vs.

Rodney White,

Defendant

) IN THE COURT OF COMMON PLEAS

)

)

2021-CP-24-784

)

)

)

)

)

)

)

)

)

)

FINAL ORDER

RECEIVED
MAR 21 2025
SC Court of Appeals

This matter was before me, as Special Referee, on November 27, 2024 at 9:00 a.m. for a hearing on counterclaims filed by the Defendant against the Plaintiff. I previously bifurcated the issues raised in the counterclaims when the Defendant did not attend the prior hearing due to a death in the family. At that hearing, I granted summary judgment to the Plaintiff, finding that the Plaintiff owned fee simple title to the property in question and that the Defendant did not have any legal or equitable interest in the property. Brandon A. Smith appeared for the Plaintiff along with Jay Self, President of Greenwood Mills Inc. Aaron Wallace appeared with the Defendant.

Prior to beginning the hearing, I considered a motion filed by the Defendant asking me to grant him a jury trial and return the case to circuit court. I denied the motion for two reasons. First, I ruled that the order referring the case to me did not include the power to return the case to the circuit court for a jury trial. Second, even if I did have that power, I would not grant the request for a jury trial due to the length of time that this case has been pending. Rule 39, SCRPC.

At the call of the case, the Defendant testified that he had numerous items of valuable, personal property that were inside of a house located on the property. In July or August of 2022, the Plaintiff had the house demolished, and the Defendant seeks compensation for his personal property which he claims the Plaintiff destroyed in connection with the demolition.

FINDINGS OF FACT

1. In my Order Granting Partial Summary Judgment, I have already found that the Plaintiff was the sole owner of the property that is the subject of this action.
2. I find that a residential structure house used to be present on this property, and that the Plaintiff had the structure demolished in around July or August 2022.
3. Based on the testimony of the Defendant, which I found to be completely credible, I find that the Defendant previously occupied the structure and there were numerous items of his personal property inside the house when he last visited the house, approximately two months prior to the demolition. A list of most of those items was entered as Defendant's Exhibit No 2, and the Defendant testified as to his opinion of the value of most of those items. The Defendant contends that the Plaintiff should be found liable for the value of that property which the Defendant claims was destroyed with the house.
4. Based on the testimony of Mr. Reed Goings, Facilities Supervisor for the Plaintiff, which I also found to be completely credible, I find that none of the items on the Defendant's list were located in the house when he inspected it, just prior to its being demolished. Mr. Goings produced photographs, entered as Plaintiff's Exhibit Nos 9 through 12, documenting that the contents of the house at that time were just trash and debris.
5. Based on the testimony of Ms. Camala Hinkle, who inspected the house prior to its demolition in order to prepare a bid for the demolition work, whose testimony I also found to be completely credible, I find that the house had been inhabited by one or more vagrants at some point prior to her inspection. I also find that house had been infested with pests, possibly including racoons, mice, rats and snakes. Although they visited the house at separate times, she corroborated that none of the items on the Defendant's list were present when she inspected the house.

6. No evidence was presented to establish what happened to the Defendant's personal property between the time the Defendant last visited the house, two months prior to the demolition, and the time that Mr. Goings and Ms. Hinkle inspected the house in connection with its impending demolition.

CONCLUSIONS OF LAW

I have no choice but to conclude, as a matter of law, that the Defendant has failed to prove, by the greater weight or preponderance of the evidence, that any of the property listed on Defendant's Exhibit No 2 was located in the house when it was demolished.

IT IS THEREFORE ORDERED that judgment be entered in favor of the Plaintiff on the Defendant's counterclaims.

IT IS FURTHER ORDERED that the Defendant's Motion for Reconsideration of my Order Granting Partial Summary Judgment be denied.

AND IT IS SO ORDERED!

February 21, 2025

/s/ Charles M. Watson Jr.
Special Referee

RECEIVED
MAR 21 2025
SC Court of Appeals

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS)

COUNTY OF GREENWOOD)

2021-CP-24-784)

Greenwood Mills Inc.)

Plaintiff)

vs.)

FINAL ORDER)

Rodney White,)

Defendant)

Submitted by: Charles Watson	Attorney for : ☐ Plaintiff ☐ Defendant
	or ☐ Self-Represented Litigant

Disposition Type (Check One)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court.
The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit);
☐ Rule 43(k), SCRCP (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration,
subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☒ See attached order (formal order to follow) ☐ Statement of Judgment by the Court: _____

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk :

Information for the Judgment Index		
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.		
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
n/a	n/a	\$

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk.

Note: Title abstractors and researchers should refer to the official court order for judgment details.

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

/s/ Charles M. Watson Jr.
Special Referee

Judge Code

2-21-25
Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____, and a copy mailed first class or placed in the appropriate attorney's box _____ day of _____, 20____, to attorneys of record or to parties (when appearing pro se) as follows:

Brandon A. Smith
104 Maxwell Ave
Greenwood SC 29646
ATTORNEY(S) FOR THE PLAINTIFF(S)

Aaron Wallace
1416 Laurel Street, STE B
Columbia SC 29201
ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter: None

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Fileers or who are appearing pro se. See Rule 77(d), SCRCF.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

STATE OF SOUTH CAROLINA

COUNTY OF GREENWOOD

Greenwood Mills, Inc.

Plaintiff,

v.

Rodney White

Defendants.

IN THE COURT OF COMMON PLEAS

CASE NO.: _____

SUMMONS

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your Answer to said Complaint on the subscriber at their offices, Post Office Box 1810, Greenwood, South Carolina, 29648 within Thirty (30) days after service hereof, exclusive of the date of such service; and if you fail to answer the Complaint with the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

Greenwood, South Carolina

The Law Offices of Brandon A. Smith, LLC

August 27, 2021

By: Brandon A. Smith, Esquire
Brandon A. Smith
104 Maxwell Avenue (29646)
Post Office Box 1810 (29648)
Greenwood, SC
(864) 229-4063 (phone)
(844) 270-6344 (facsimile)

Attorney for Plaintiff

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF GREENWOOD)

CASE NO.: _____

Greenwood Mills, Inc.)

Plaintiff,)

COMPLAINT

v.)

Rodney White)

Defendants.)

Plaintiff Greenwood Mills, Inc. ("Greenwood Mills") would respectfully show unto this Court that:

VENUE AND JURISDICTION

1. This is an action regarding the breach of a contract between Greenwood Mills and Defendant Rodney White ("White") by White for the sale of premises owned by Greenwood Mills and located at 341 Maxwell Avenue, Greenwood (Greenwood County), South Carolina ("Premises").

2. Greenwood Mills is a South Carolina corporation in good standing, with its headquarters and principal place of business in Greenwood County, South Carolina.

3. White has a last known address in Greenwood County, South Carolina.

4. Jurisdiction is proper in this Court per S.C. Code § 15-72-10

5. Venue is proper in this Court per S.C. Code § 15-7-10.

FACTUAL ALLEGATIONS

6. Greenwood Mills and White entered into that certain Contract and Purchase Agreement (the "Contract") for the seller-financed sale of the Premises by Greenwood Mills to White for \$50,300.00. See Contract attached as Exhibit A.

7. After making a down payment of \$5,000.00 and, over the first eight (8) months of the term of the Contract, only six (6) of the one hundred eighty (180) scheduled monthly payments of \$514.91, White failed to make any additional payments and is in default.

8. Greenwood Mills provided notice of default and cancelation of the Contract pursuant to the terms of the Contract. See notice attached as Exhibit B.

BREACH OF CONTRACT

9. Plaintiff hereby incorporates paragraphs 1- 8 as if fully set forth herein.

10. White materially breached the terms of the Contract by failing to make the required payments.

11. Pursuant to the Contract, White forfeited the payments he did make to Greenwood Mills as liquidated damages.

12. Greenwood Mills seeks a judicial decree for White to vacate and/or be ejected from the Premises along with any personal property items.

WHEREFORE, Greenwood demands a judicial decree against White canceling the Contract, regarding the above-referenced liquidated damages and for White to vacate and/or be ejected from the Premises along with any personal property items and for such other and further relief as this Court may determine to be just, equitable or proper.

Greenwood, South Carolina

The Law Offices of Brandon A. Smith, LLC

August 27, 2021

By: s/ Brandon A. Smith, Esquire

Brandon A. Smith
104 Maxwell Avenue (29646)
Post Office Box 1810 (29648)
Greenwood, SC
(864) 229-4063 (phone)
(844) 270-6344 (facsimile)

Attorney for Plaintiff

STATE OF SOUTH CAROLINA)
) CONTRACT AND
COUNTY OF GREENWOOD) PURCHASE AGREEMENT

This Contract and Sales Agreement entered into this 23rd day of February, 2003, by and between Greenwood Mills, Inc. by J.C. Self, III Its Vice President, hereinafter referred to as SELLER, and Rodney White, hereinafter referred to as the PURCHASER.

1. For and in consideration of the mutual promises and agreements hereinafter set forth and for the sum of ~~Fifty Thousand and no/100ths (\$50,000.00)~~ Dollars, to be paid by the Purchaser as hereinafter provided, the Seller agrees to sell and the Purchaser agrees to buy the following described property:

6. Possession of said premises will be given unto the Purchaser on the date of execution of the within Contract and Purchase Agreement.
7. The parties hereto further agree that this written Contract and Purchase Agreement expresses the entire agreement between the parties, and shall be enforceable by either, by specific performance and that there is no other agreement, oral or otherwise, modifying the terms hereunder.
8. This Contract and Purchase Agreement shall extend to and be binding on the heirs and personal representatives, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunder set their Hands and Seals this 23rd day of February, 2003.

WITNESS:

(AS TO SELLER)

GREENWOOD MILLS, INC.

BY: J. C. Self

ITS VICE PRESIDENT

Witness #1

Witness #2

(AS TO PURCHASER)

Rodney White
Rodney White

Witness #1

Witness #2

STATE OF SOUTH CAROLINA

COUNTY OF GREENWOOD

PROBATE

PERSONALLY appeared before me the undersigned witness who, being first duly sworn, says that (s)he saw the within-named GREENWOOD MILLS, INC. BY J. C. Self, ITS VICE-PRESIDENT, sign, seal, and as its act and deed deliver the within written document and that (s)he with the other witness above, witnessed the execution thereof.

SWORN to before me this 23rd day of February, 2003

Robert P. McCall
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 11-29-03

STATE OF SOUTH CAROLINA

COUNTY OF GREENWOOD

PROBATE

PERSONALLY appeared before me the undersigned witness who, being first duly sworn, says that (s)he saw the within-named Rodney White sign, seal, and as their act and deed deliver the within written document and that (s)he with the other witness above, witnessed the execution thereof.

SWORN to before me this 23rd day of February, 2003

Robert P. McCall
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 11-29-03

November 26, 2004

Mr. Rodney White
#1 Auto Care
341 Maxwell Avenue
Greenwood, SC 29646

Dear Rodney,

Once again I find myself having to write you this letter telling you that you are in default of our agreement dated February 23, 2003. Frankly I feel that Greenwood Mills has been more than patient with you as you tried to get your business off the ground but because of your continued delinquency and continued broken payment promises, I have no other choice in this matter than to take the actions available to Greenwood Mills, Inc specified in our contract.

You have 30 days to bring our contract current including late fees. If we do not receive this payment our contract becomes null and void and all monies paid under this contract shall be forfeited to Greenwood Mills, Inc. as liquidating damages. You will then be required to vacate the premises and remove all personal property.

Sincerely,

J. C. Self, III

CC: Robert C. Moore
Allen Hughes
Becky Wideman

STATE OF SOUTH CAROLINA
COUNTY OF GREENWOOD

IN THE COURT OF COMMON PLEAS

Greenwood Mills, Inc.,

Plaintiff,

ANSWER AND COUNTERCLAIM OF
DEFENDANT RODNEY WHITE

vs.

Rodney White,

2021-CP-24-00784

Defendant.

The Defendant, Rodney White, answering the Complaint of Plaintiff Greenwood Mills, Inc., would respectfully allege and show unto this honorable Court as follows:

FOR A FIRST DEFENSE
General Denial

1. Defendant denies every allegation of the Complaint not specifically admitted herein and demands strict proof thereof.
2. Responding to paragraph 1 of the Complaint, Defendant admits the existence of a contract (the "Contract") between Plaintiff and Defendant for the sale of the premises located at 341 Maxwell Avenue, Greenwood (Greenwood County), South Carolina (the "Property"). Defendant denies the remaining allegations of paragraph 1.
3. Defendant admits the allegations of paragraphs 2 through 6.
4. Responding to paragraph 7, Defendant admits that he made the down payment of Five Thousand Dollars and No/Cents (\$5,000.00) and that he made several monthly payments thereafter. Defendant denies the remaining allegations of paragraph 7.

5. Responding to paragraph 8, Defendant admits that he received a letter from the Plaintiff concerning his payments. Defendant denies the remaining allegations of paragraph 8. Defendant specifically denies ever receiving the letter attached to the Complaint as Exhibit B.
6. Paragraph 9 is an incorporation paragraph to which no response is necessary. Defendant, however, realleges the responses of the previous defenses where not inconsistent herewith, as if set forth herein.
7. Defendant denies the allegations of paragraphs 10, 11, and 12.
8. Defendant denies the allegations of prayer for relief section of the Complaint.

FOR A SECOND DEFENSE
Failure to State a Claim

9. Defendant adopts and realleges the allegations of his previous defenses as if fully repeated herein.
10. Plaintiff's Complaint fails to state a claim against the Defendant upon which relief can be granted and must be dismissed pursuant to Rule 12(b)(6), SCRCP.

FOR A THIRD DEFENSE
Laches

11. Defendant adopts and realleges the allegations of his previous defenses as if fully repeated herein.
12. Plaintiff's claims are barred by the doctrine of laches.
13. Plaintiff waited an unreasonable period of time before asserting its claims, if any, against Defendant; Defendant was prejudiced by this delay; and Plaintiff is therefore barred from asserting such claims under the doctrine of laches.

FOR A FOURTH DEFENSE
Stale Demand

14. Defendant adopts and realleges the allegations of his previous defenses as if fully repeated herein.
15. Plaintiff's claim remained unasserted for a long time, after an unexplained delay of such great length as to render it difficult or impossible for the court to ascertain the truth of the matters in controversy and to do justice between the parties; or as to create a presumption against the existence or validity of the claim, or a presumption that it has been abandoned or satisfied.
16. Plaintiff is therefore barred from asserting such claims under the doctrine of stale demand.

FOR A FIFTH DEFENSE
Waiver

17. Defendant adopts and realleges the allegations of his previous defenses as if fully repeated herein.
18. Plaintiff's claims are barred by the doctrine of waiver.
19. Plaintiff executed a waiver and release and/or otherwise agreed to release and waive its rights to some or all of the claims asserted in the Complaint.

FOR A SIXTH DEFENSE
Acquiescence

20. Defendant adopts and realleges the allegations of his previous defenses as if fully repeated herein.
21. Plaintiff's claims are barred by the doctrine of acquiescence.
22. Plaintiff stood by and, seeing Defendant dealing with the Property in a manner that Plaintiff believed was inconsistent with Plaintiff's rights, made no objection. Plaintiff's

silence permitted and encouraged Defendant to part with his money and property. Plaintiff's silence is acquiescence and therefore estops him from complaining of Defendant's actions.

FOR A SEVENTH DEFENSE

Estoppel

23. Defendant adopts and realleges the allegations of his previous defenses as if fully repeated herein.
24. Plaintiff's claims are barred by the doctrine of estoppel.
25. Plaintiff engaged in conduct and activities with respect to the subject of this litigation, and by reason of said activities and conduct, is estopped from asserting any claims for damages or seeking any other relief against Defendant.

FOR AN EIGHTH DEFENSE

Unclean Hands

26. Defendant adopts and realleges the allegations of his previous defenses as if fully repeated herein.
27. By virtue of Plaintiff's own careless, negligent and other wrongful conduct, Plaintiff should be barred from recovering against Defendant by the equitable doctrine of unclean hands.

FOR A NINTH DEFENSE

Offset

28. Defendant adopts and realleges the allegations of his previous defenses as if fully repeated herein.
29. Plaintiff's recovery, if any, must be offset to the extent Defendant expended additional funds to address the obligations, conduct, or acts at issue in the Complaint.

30. Moreover, Defendant is entitled to a set off if additional investigations uncover wrongful conduct and money owed to Defendant by Plaintiff.

FOR A TENTH DEFENSE
Failure to Mitigate Damages

31. Defendant adopts and realleges the allegations of his previous defenses as if fully repeated herein.

32. Plaintiff failed, refused and neglected to take reasonable steps to mitigate the alleged damages, if any, thus barring or diminishing Plaintiff's recovery herein.

FOR AN ELEVENTH DEFENSE
Novation

33. Defendant adopts and realleges the allegations of his previous defenses as if fully repeated herein.

34. Plaintiff has engaged in conduct and actions to constitute a novation concerning the obligations, conduct, or acts at issue in the Complaint, barring recovery from Defendant.

FOR A TWELFTH DEFENSE
Right to Add Additional Affirmative Defenses

35. Defendant adopts and realleges the allegations of his previous defenses as if fully repeated herein.

36. Defendant alleges that because the Complaint is couched in conclusionary terms, Defendant cannot fully anticipate all affirmative defenses that may be applicable to this action. Accordingly, Defendant hereby reserve the right to assert additional affirmative defenses, if and to the extent that such affirmative defenses are applicable.

FOR A THIRTEENTH DEFENSE AND BY WAY OF A FIRST COUNTERCLAIM
General Allegations

37. On or about February 23, 2003, Plaintiff and Defendant entered into a Contract and Purchase Agreement for the sale of the Property from Plaintiff to Defendant for the price of Fifty Thousand Three Hundred Dollars and No/Cents (\$50,300.00).
38. The Contract was signed by the Vice President of Greenwood Mills, Inc., J. C. Self, III.
39. The Contract at issue is an installment sales contract for the purchase of real estate in which the Plaintiff seller agreed to finance the purchase of the real estate by the Defendant purchaser. Therefore, the relationship between the parties corresponds to that of mortgagee (Plaintiff) and mortgagor (Defendant).
40. Due to the type of contract at issue and the relationship of the parties thereunder, the appropriate action for the determination of the rights of the parties is a foreclosure action, not a breach of contract action.
41. Defendant continues in possession of the Property and has remained in possession of the Property continuously since the date that the Contract was executed.
42. The Property consists of two separate lots, both fronting on Maxwell Avenue and separated by Gulf Street, but which share a single tax map number (TMS 6845-728-882) and a single street address (341 Maxwell Avenue, Greenwood, South Carolina 29646).
43. The lot on the East side of Gulf Street is roughly the shape of a square and contains Defendant's business, #1 Auto Care.
44. The lot on the West side of Gulf Street is roughly shaped like a backwards L, and, until August 2022, had a small house at the back of the lot.
45. At the time the Contract was executed, and continuing on thereafter, Defendant used the front part of the L-shaped lot to park cars for his #1 Auto Care business.

46. At the time the Contract was signed, an elderly couple lived in the house and paid rent to Greenwood Mills, Inc.
47. After the Contract was executed, the tenants paid rent to the Defendant for a few months before they eventually moved out.
48. After the elderly couple moved out, Defendant placed all the utilities for the house into his name.
49. Defendant then rented the house to a different tenant for a period of time.
50. After that second tenant moved out, the house was vacant for a while, and later the Defendant moved into the house himself and lived there for a period of time.
51. Defendant did not pay rent to the Plaintiff, nor did Plaintiff make any demand for rent or any additional payment from Defendant for Defendant's use of the house.
52. Defendant operated his business, #1 Auto Care, out of the Property from approximately 1998 (originally as a sublease) up through the present. The business paused operations for brief period of time due to the COVID-19 pandemic, but Defendant still used the premises as storage for vehicles and made other use of the property during that time.
53. Defendant used the house as storage for a significant amount of his personal belongings, including but not limited to: Appliances; comic books from 1940s; baseball cards; old coins; movie posters and film memorabilia; items related to a nightclub business formerly owned by the Self family and run, in part, by Defendant; a vintage claw foot tub; Defendant's business records; personal family photos, including family photos of Defendant's father, who died in a logging accident when Defendant was a teenager; clothing; a flat screen television; furniture, including a leather living room set (couch,

chair, and ottoman), bedroom furniture, dressers, dining room furniture; various kitchen items, including china and glassware; and other items of Defendant's personal property.

54. Over the years, the Defendant became close with various members of the Self family, as they would get their cars washed at #1 Auto Care, they frequently used Defendant's limo service, and Defendant was asked to help run a struggling nightclub owned and operated by the Self family.
55. At the time the Contract was executed, Defendant made a down payment of Five Thousand Dollars and No/Cents (\$5,000.00).
56. Thereafter, Defendant made several payments, but eventually he began having difficulty with the payments and in August 2003 he received a letter from D. Allen Hughes, Assistant Treasurer/Controller for Greenwood Mills, Inc., demanding that he vacate the property.
57. Defendant then reached out directly to J.C. Self, III, the Vice President of Greenwood Mills, Inc., to discuss the situation with the payments. Mr. Self told Defendant that he would not be evicted, that the Contract was not being terminated, and that he would reach out to Defendant at a later time to arrange a workout. However, Mr. Self never followed up with Defendant.
58. While he waited to hear back from Mr. Self, Defendant remained in possession of the property at 341 Maxwell Avenue, operating his #1 Auto Care business as well as using the house on the property, continuously up through the present.
59. Defendant did not hear from anyone at Greenwood Mills, Inc., at any point between 2004 and 2018 (totaling fourteen years), nor did Mr. Self reach out to him at any point during that time concerning the payments.

60. In 2018, Defendant heard that the Plaintiff wanted to sell the property to someone else.

In response, Defendant contacted an attorney for Plaintiff concerning the 2003 Contract, arranged for other financing to complete the purchase, and sent his proof of funding letter to the attorney. That attorney presented Defendant with a new contract which purported to sell only the square lot containing #1 Auto Care to Defendant for the price of Fifty-Three Thousand Eight Hundred Dollars and No/Cents (\$53,800.00). Defendant refused to sign the new contract because he believed that the 2003 contract covered both the lot with the business and the lot with the house, and he had been in continuous use and possession of both lots since at least 2003. He did not hear anything further until 2020.

61. In early 2020, Defendant heard from Plaintiff's current counsel about signing a lease or another new purchase contract. Again, there was disagreement about whether both lots "went together." Again, Plaintiff's counsel presented Defendant with a new contract which purported to sell only the square lot containing #1 Auto Care to Defendant for the price of Fifty Thousand Dollars and No/Cents (\$50,000.00). Defendant again refused to sign the new contract because it did not cover both lots.

62. Negotiations continued in fits and starts, and Defendant eventually hired an attorney in Greenwood to represent him. Defendant's attorney advised him to file a *lis pendens* with the Register of Deeds Office stating that he had entered into a contract to purchase the Property with the owner on February 23, 2003, and asserting his rights in the Property under that contract.

63. Defendant did, in fact, personally sign and file a *lis pendens* with the Register of Deeds Office in Greenwood County on March 29, 2021, which stated that he had entered into a

contract to purchase the Property with the owner on February 23, 2003, and asserted his rights in the Property under that contract.

64. Defendant's attorney spoke with Plaintiff's attorney, and then both lawyers improperly pressured Defendant to sign a new contract to purchase both lots that made up the Property for a new price of Ninety-Five Thousand Dollars and No/Cents (\$95,000.00). Defendant signed the contract under protest, at the advice of his attorney at the time, but stated his disagreement with the new price.
65. Defendant procured funding to complete the purchase in 2021 from an individual, but that individual passed away before the purchase could be formalized.
66. In July 2021, Plaintiff's counsel contacted Defendant's counsel to say that Plaintiff was terminating the 2021 contract and wanted Defendant to vacate the Property. Defendant's attorney stated that he did not represent Defendant with regard the purchase of the Property anymore.
67. On or about August 27, 2021, Plaintiff filed this action against Defendant for breach of the 2003 contract.
68. Defendant was not served with the summons and complaint until September 21, 2022.
69. At some point during the first week of August 2022, without giving any notice to Defendant despite having his personal telephone number, Plaintiff demolished the house at 341 Maxwell Avenue, destroying all of Defendant's personal property that was located inside.

FOR A FOURTEENTH DEFENSE AND BY WAY OF A SECOND COUNTERCLAIM
Quiet Title / Adverse Possession

70. Defendant adopts and realleges the allegations of his previous defenses, not inconsistent herewith, as if fully repeated herein.

71. Defendant has adversely possessed the Property for the required statutory period of time under S.C. Code § 15-67-210, and is therefore entitled to an order from this Court quieting title to the Property in the name of the Defendant and declaring that any rights of the Plaintiff in the Property are completely barred and cut off.
72. Defendant entered into possession of the Property at least as early as 2003, under the 2003 Contract.
73. In 2004, Plaintiff or its agents sent a letter to Defendant declaring that he was in default under the 2003 Contract and demanded that he vacate the Property.
74. Defendant did not vacate the Property and continued to use it as his own. In addition, Defendant did not make any further rent, mortgage, or other payments to Plaintiff between 2004 and 2020; therefore, his possession was hostile against the Plaintiff.
75. Defendant continued to possess, occupy, use, and maintain both lots that make up the Property continuously from at least 2003 to the present, to the exclusion of all others; therefore, Defendant has possessed the Property continuously for the ten year statutory period under.
76. During Defendant's possession of the Property, he operated his business out of the Property and used the house in various ways as an owner would, including as a rental unit, as his own residence, and as storage for his personal belongings. He changed the locks on the house, repaired the roof, electrical, and plumbing elements; and put up "No Trespassing" signs outside. He maintained the property by cutting the grass. Furthermore, the offices of the Plaintiff, Greenwood Mills, Inc., are located directly across the street from the Property. Therefore, his possession was adverse to the Plaintiff and was open, actual, and notorious.

77. Defendant has therefore established ownership of the Property by way of adverse possession under S.C. Code § 15-67-210, and is therefore entitled to an order from this Court quieting title to the Property in the name of the Defendant and declaring that any rights of the Plaintiff in the Property are completely barred and cut off.

**FOR A FIFTEENTH DEFENSE AND BY WAY OF A THIRD COUNTERCLAIM
Trespass**

78. Defendant adopts and realleges the allegations of his previous defenses as if fully repeated herein.

79. Plaintiff's entry upon the Property in August 2022 and its demolition of the house thereon constitute a trespass against the rights of the Defendant.

80. Defendant was in legal possession of the Property at the time of the trespass.

81. Plaintiff (or its agent) voluntarily entered upon Defendant's Property, without Defendant's permission.

82. Plaintiff's trespass onto the Property and destruction of Defendant's personal property caused significant loss and damage to Defendant, including the destruction and removal of Defendant's personal property and damage to the value of the Property itself.

83. Defendant is therefore entitled to nominal, compensatory, and punitive damages as a result of Plaintiff's actions.

**FOR A SIXTEENTH DEFENSE AND BY WAY OF A FIRST ALTERNATIVE
COUNTERCLAIM
Right of Equitable Redemption**

84. Defendant adopts and realleges the allegations of his previous defenses as if fully repeated herein.

85. The forfeiture and liquidated damages provision of the 2003 Contract amounts to an unenforceable penalty.

86. Defendant has an equitable interest in the Property by virtue of the payments he made under the 2003 Contract and improvements he made to the Property over the years.
87. It would be inequitable to enforce the forfeiture provision without first allowing the Defendant an opportunity to redeem the Contract by paying the entire purchase price under the 2003 Contract.
88. Plaintiff has not given Defendant the opportunity to redeem his interest in the Property.
89. Defendant is therefore entitled to the opportunity to redeem his interest in the Property under the 2003 Contract.

WHEREFORE, having fully answered the Plaintiff's Complaint, Defendant prays that this Court would:

- a) Dismiss all claims asserted in Plaintiff's Complaint;
- b) Quiet title in the name of the Defendant and declare Defendant the owner of the Property by adverse possession; or, in the alternative, order Plaintiff to perform under the 2003 Contract by affording Defendant the right of equitable redemption;
- c) Award Defendant nominal, compensatory, and punitive damages for Plaintiff's trespass and demolition of the house and the destruction of Defendant's property therein;
- d) Award Defendant its attorneys' fees and costs in defending this action; and
- e) For such other and further relief as the Court deems just and proper.

Respectfully submitted,

McCONOUGHHEY LAW FIRM, LLC

By: s/ Rachel G. McConoughey
Rachel G. McConoughey
SC Bar No. 100449
100 Whitsett St.
Greenville, SC 29601
(843) 425-3006
Contact@McConougheyLawFirm.com
Attorney for the Defendant

October 17, 2022
Greenville, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF GREENWOOD

Greenwood Mills, Inc.

Plaintiff,

v.

Rodney White

Defendants.

IN THE COURT OF COMMON PLEAS

CASE NO.: 2021-CP-24-00784

AMENDED SUMMONS

YOU ARE HEREBY SUMMONED and required to answer the Amended Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your Answer to said Amended Complaint on the subscriber at their offices, Post Office Box 1810, Greenwood, South Carolina, 29648 within Thirty (30) days after service hereof, exclusive of the date of such service; and if you fail to answer the Amended Complaint with the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Amended Complaint.

Greenwood, South Carolina

The Law Offices of Brandon A. Smith, LLC

November 7, 2023

By: Brandon A. Smith, Esquire

Brandon A. Smith
104 Maxwell Avenue (29646)
Post Office Box 1810 (29648)
Greenwood, SC
(864) 229-4063 (phone)
(844) 270-6344 (facsimile)

Attorney for Plaintiff

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENWOOD	)	CASE NO.: 2021-CP-24-00784
	)	
Greenwood Mills, Inc.	)	
	)	
Plaintiff,	)	
	)	AMENDED COMPLAINT
v.	)	
	)	
Rodney White	)	
	)	
Defendants.	)	
	)	

Plaintiff Greenwood Mills, Inc. ("Greenwood Mills") would respectfully show unto this Court that:

VENUE AND JURISDICTION

1. This is an action regarding breach of a contract between Greenwood Mills and Defendant Rodney White ("White") by White for the sale of premises owned by Greenwood Mills and located at 341 Maxwell Avenue, Greenwood (Greenwood County), South Carolina ("Premises").

2. Greenwood Mills is a South Carolina corporation in good standing, with its headquarters and principal place of business in Greenwood County, South Carolina.

3. White has a last known address in Greenwood County, South Carolina.

4. Jurisdiction is proper in this Court per S.C. Code § 15-72-10

5. Venue is proper in this Court per S.C. Code § 15-7-10.

FACTUAL ALLEGATIONS

6. In 2003, Greenwood Mills and White entered into that certain Contract and Purchase Agreement (the "2003 Contract") for the seller-financed sale of the portion of the

Premises East of Gulf Street from Greenwood Mills to White for \$50,300.00. See 2003 Contract attached as Exhibit A.

7. After making a down payment of \$5,000.00 and, over the first eight (8) months of the term of the 2003 Contract, only six (6) of the one hundred seventy-eight (178) scheduled monthly payments of \$514.91, White failed to make any additional payments and is in default.

8. Greenwood Mills then allowed White to remain on the Property indefinitely without making any further payments toward the 2003 Contract or rent payments.

9. In 2021, Greenwood Mills and White entered into another contract for the sale of the entire Premises from Greenwood Mills to White for \$95,000.00. See 2021 Contract attached as Exhibit B.

10. After making an earnest money payment of \$1,000.00, White defaulted on the 2021 Contract by failing to pay the balance of the purchase price. Greenwood Mills then terminated the 2021 Contract and instructed White to vacate the Premises. White has since continued to refuse to vacate the Premises.

11. In 2021 and 2022, White filed lis pendens actions with the Greenwood County Clerk of Court's office referencing the 2003 Contract and apparently claiming to own title to the Premises.

BREACH OF CONTRACT

12. Plaintiff hereby incorporates paragraphs 1-11 as if fully set forth herein.

13. White materially breached the terms of both the 2003 Contract and the 2021 Contract by failing to make the required payments.

14. Pursuant to both contracts, White forfeited the initial payments he made toward each contract to Greenwood Mills as liquidated damages.

15. Greenwood Mills seeks a judicial decree for White to vacate and/or be ejected from the Premises along with any personal property items.

WHEREFORE, Greenwood Mills demands a judicial decree against White confirming breach of contract(s), for White to vacate and/or be ejected from the Premises along with any personal property items, for termination of any lis pendens filed by White regarding any part of the Premises and for such other and further relief as this Court may determine to be just, equitable or proper.

Greenwood, South Carolina

Law Offices of Brandon A. Smith, LLC

November 7, 2023

By: s/ Brandon A. Smith, Esquire

Brandon A. Smith
104 Maxwell Avenue (29646)
Post Office Box 1810 (29648)
Greenwood, SC
(864) 229-4063 (phone)
(844) 270-6344 (facsimile)

Attorney for Plaintiff

CONTRACT OF SALE

Agreement made this 30 day of April 2021 by and between RODNEY WHITE, PURCHASER, and GREENWOOD MILLS INC., SELLER. Purchaser agrees to buy, and Seller agrees to sell, all that lot or parcel of land, with buildings and improvements thereon, if any, situated in Greenwood County, South Carolina, referred to herein as the "Property," and being described as, the parcel located at the corner of Maxwell Avenue and Gulf Street in Greenwood South Carolina, surrounded by property now or formerly owned by Greenwood Area Habitat For Humanity currently used as an automotive business; (Parcel ID 6845-728-882).

The property is being sold "AS-IS "and subject to all restrictive covenants of record, all existing easements and rights of way for streets, roads and utilities, appraisals and all governmental statutes, ordinances, rules and regulations.

The purchase price for the property shall be Ninety-Five Thousand and NO/100 (\$95,000.00) Dollars (the "Purchase Price"), which shall be paid as follows:

- A. \$1000 being the amount paid, concurrently with the execution of this Agreement, to Greenwood Mills, Inc. (the "Earnest Money") and;
- B. The balance of the Purchase Price, less Earnest Money, to be paid on consummation of the transaction (the "Closing").

At the closing, Seller shall convey good and marketable, fee simple title to Rodney White by general warranty deed, conveying the property free and clear of all liens and encumbrances, except as herein stated. Seller shall pay for all documentary stamps required upon the recording of the deed.

Unless otherwise agreed, closing shall be at Greenwood, South Carolina, on or before May ~~24~~, 2021.

May 31, 2021 *AC*

Purchaser shall be given possession of the property at the time of closing.

Except as set forth in this contract, Seller makes no representation or warranty, either express or implied,

AC

related to the Property, the condition thereof or its suitability for a particular purpose. In this regard, Buyer acknowledges and agrees that it has had the opportunity to inspect the Property and has found the same suitable for its particular purpose. Seller shall convey to Buyer, and Buyer agrees to accept from Seller, the Property in its current "AS-IS" condition "WITH ALL FAULTS."

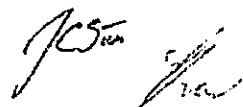
Taxes, fire protection charges, interest, utilities, assessments, and rents (if applicable) shall be adjusted/pro-rated as of the date of closing.

If Purchaser fails to comply with the terms of this Contract within the stipulated time, Seller shall have the option (1) to terminate this Contract and have the earnest money paid to Seller as liquidated damages; or (2) to sue Purchaser for specific performance of this Contract and/or for damages. Seller shall exercise such option at any time after breach by Purchaser by giving written notification to the Seller of election of one of the options. In addition, Seller shall have any other rights available to Seller according to law as a result of Purchaser's default. In any suit for specific performance of this Contract, the prevailing party shall be entitled to recover his reasonable attorney's fees and court costs from the other party.

Upon default by Seller, Purchaser shall have the option: (1) to terminate this Contract, have all sums paid pursuant in this Contract refunded to Purchaser and recover from Seller any damages, including expenses of title examination, which Purchaser may have sustained as a result of Seller's default; or (2) to sue Seller for specific performance of this Contract and/or for damages. In addition, Purchaser shall have any other rights available to Purchaser according to law as a result of Seller's defaults. In any suit for specific performance of this Contract, the prevailing party shall be entitled to recover his reasonable attorney's fees and court costs from the other party.

The parties agree that this written Contract expresses the entire agreement between the parties and that there is no other agreement, written or oral, modifying the terms hereof. This Contract shall bind and inure to the benefit of the principals, heirs, successors, assigns and/or personal representatives of Seller and Purchaser.

Time is of the essence; however, by written agreement of both parties, this Contract may be extended.



SIGNATURES ON NEXT PAGE

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

WITNESSES AS TO PURCHASER

Ally Jones
Barbara B. Jones

Robert L. ...
PURCHASER
Robert L. ...
Print Name
Date Signed: _____

WITNESSES AS TO SELLER

Benny Putman
Frank B. Smith

GREENWOOD MILLS, Inc.
By: *[Signature]*
Seller President
J. C. Self
Print Name
Date Signed: *5/3/21*

Handwritten initials: JCS

Greenwood County, SC



Parcel ID	6845-728-882	Description	1 LT
Property Address	341 Maxwell Av	Year Built	1963
Owner Name	Greenwood Mills	SqFt	2,425
Mail Address	1800 CALHOUN RD	Bedrooms	0
City State Zip	GREENWOOD, SC 29649-0000	Bathrooms	0
Purchase Date	2/28/1933	HalfBaths	0
Deed	52-59	Fin Bsmt Sqft	0
Plat	Not available	Unfin Bsmt Sqft	0
FEMA LOMA	No	Tax Exemption	
Total Tax Value	\$27,800	Appraised By	County
Total Cap Value	\$27,800	Tax District	9-City of Greenwood
Total Market Value	\$32,000	On Lake Gwd	N
Subdivision			



Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Map Scale
1 inch = 94 feet
3/30/2021

STATE OF SOUTH CAROLINA
COUNTY OF GREENWOOD

IN THE COURT OF COMMON PLEAS

Greenwood Mills, Inc.,

Plaintiff,

vs.

Rodney White,

Defendant.

**ANSWER AND COUNTERCLAIM OF
DEFENDANT RODNEY WHITE TO
PLAINTIFF'S AMENDED
COMPLAINT**

2021-CP-24-00784

The Defendant, Rodney White, answering the Amended Complaint of Plaintiff
Greenwood Mills, Inc., would respectfully allege and show unto this honorable Court as follows:

**FOR A FIRST DEFENSE
General Denial**

1. Defendant denies every allegation of the Amended Complaint not specifically admitted herein and demands strict proof thereof.
2. Responding to paragraph 1 of the Amended Complaint, Defendant admits the existence of an installment sale contract (the "2003 Contract") between Plaintiff and Defendant for the sale of certain real property, including the premises located at 341 Maxwell Avenue, Greenwood (Greenwood County), South Carolina (the "Property"). Defendant admits that, at the time the contract was executed, Plaintiff was the owner of the Property. Defendant denies the remaining allegations of paragraph 1.
3. Defendant admits the allegations of paragraphs 2 through 5.
4. Responding to paragraph 6 of the Amended Complaint, Defendant admits the existence of the 2003 Contract between Plaintiff and Defendant for the installment sale of certain

real property, including the premises located at 341 Maxwell Avenue, Greenwood (Greenwood County), South Carolina (the "Property"). Defendant admits that his purchase of the Property under the 2003 Contract was financed by the seller and that the purchase price was Fifty Thousand Three Hundred Dollars (\$50,300.00). Defendant denies that the 2003 Contract only included the portion of the Property East of Gulf Street, and instead alleges that the 2003 Contract covered the entire Property identified as Greenwood County Tax Map Number 6845-728-882, located on both sides of Gulf Street. Defendant further alleges that Plaintiff's Exhibit A to its Amended Complaint is missing pages.

5. Responding to paragraph 7, Defendant admits that he made the down payment of Five Thousand Dollars and No/Cents (\$5,000.00) and that he made several monthly payments thereafter. Defendant denies the remaining allegations of paragraph 7.
6. Responding to paragraph 8, Defendant avers that Plaintiff sent him a default letter, after which Defendant spoke with the Vice President of Greenwood Mills, Inc., J.C. Self, III, who told him not to worry about the default letter and that Self would get back in touch with Defendant in the future to work out the payment issue; however, Self never reached back out to Defendant about the payments. Defendant has remained in possession of the property. Defendant denies the remaining allegations of paragraph 8.
7. Responding to paragraph 9, Defendant admits that he signed a different contract in 2021 for the Property with a different purchase price amount of Ninety-Five Thousand Dollars (\$95,000.00). Defendant denies the remaining allegations of paragraph 9. Defendant further alleges that Plaintiff's Exhibit B to its Amended Complaint is missing pages.

8. Responding to paragraph 10, Defendant admits that he made an earnest money payment of One Thousand Dollars (\$1,000.00), and further alleges that he had difficulty obtaining financing because the individual who had agreed to provide financing at the time the parties signed the 2021 Contract became sick with COVID-19 and died shortly thereafter. Defendant further alleges that he continued to make active efforts to obtain financing from other sources and requested additional time from Plaintiff to do so. Defendant denies the remaining allegations of paragraph 10.
9. Responding to paragraph 11, Defendant admits that he filed lis pendens actions with the Greenwood County Clerk of Court in 2021 and 2022, and that those documents referenced the purchase contract. Defendant denies the remaining allegations of paragraph 11.
10. Paragraph 12 is an incorporation paragraph to which no response is necessary. Defendant, however, realleges the responses of the previous defenses where not inconsistent herewith, as if set forth herein.
11. Defendant denies the allegations of paragraphs 13 and 14.
12. Defendant denies the allegations of paragraph 15 and the prayer for relief section of the Amended Complaint.
- 13.
- 14.

FOR A SECOND DEFENSE
Failure to State a Claim

15. Defendant adopts and realleges the allegations of his previous defenses as if fully repeated herein.

16. Plaintiff's Amended Complaint fails to state a claim against the Defendant upon which relief can be granted and must be dismissed pursuant to Rule 12(b)(6), SCRCP.

FOR A THIRD DEFENSE

Laches

17. Defendant adopts and realleges the allegations of his previous defenses as if fully repeated herein.
18. Plaintiff's claims are barred by the doctrine of laches.
19. Plaintiff waited an unreasonable period of time before asserting its claims, if any, against Defendant; Defendant was prejudiced by this delay; and Plaintiff is therefore barred from asserting such claims under the doctrine of laches.

FOR A FOURTH DEFENSE

Stale Demand

20. Defendant adopts and realleges the allegations of his previous defenses as if fully repeated herein.
21. Plaintiff's claim remained unasserted for a long time, after an unexplained delay of such great length as to render it difficult or impossible for the court to ascertain the truth of the matters in controversy and to do justice between the parties; or as to create a presumption against the existence or validity of the claim, or a presumption that it has been abandoned or satisfied.
22. Plaintiff is therefore barred from asserting such claims under the doctrine of stale demand.

FOR A FIFTH DEFENSE

Waiver

23. Defendant adopts and realleges the allegations of his previous defenses as if fully repeated herein.
24. Plaintiff's claims are barred by the doctrine of waiver.
25. Plaintiff executed a waiver and release and/or otherwise agreed to release and waive its rights to some or all of the claims asserted in the Amended Complaint.

FOR A SIXTH DEFENSE
Acquiescence

26. Defendant adopts and realleges the allegations of his previous defenses as if fully repeated herein.
27. Plaintiff's claims are barred by the doctrine of acquiescence.
28. Plaintiff stood by and, seeing Defendant dealing with the Property in a manner that Plaintiff believed was inconsistent with Plaintiff's rights, made no objection. Plaintiff's silence permitted and encouraged Defendant to part with his money and property. Plaintiff's silence is acquiescence and therefore estops him from complaining of Defendant's actions.

FOR A SEVENTH DEFENSE
Estoppel

29. Defendant adopts and realleges the allegations of his previous defenses as if fully repeated herein.
30. Plaintiff's claims are barred by the doctrine of estoppel.
31. Plaintiff engaged in conduct and activities with respect to the subject of this litigation, and by reason of said activities and conduct, is estopped from asserting any claims for damages or seeking any other relief against Defendant.

FOR AN EIGHTH DEFENSE
Unclean Hands

32. Defendant adopts and realleges the allegations of his previous defenses as if fully repeated herein.

33. By virtue of Plaintiff's own careless, negligent and other wrongful conduct, Plaintiff should be barred from recovering against Defendant by the equitable doctrine of unclean hands.

FOR A NINTH DEFENSE

Offset

34. Defendant adopts and realleges the allegations of his previous defenses as if fully repeated herein.

35. Plaintiff's recovery, if any, must be offset to the extent Defendant expended additional funds to address the obligations, conduct, or acts at issue in the Amended Complaint.

36. Moreover, Defendant is entitled to a set off if additional investigations uncover wrongful conduct and money owed to Defendant by Plaintiff.

FOR A TENTH DEFENSE

Failure to Mitigate Damages

37. Defendant adopts and realleges the allegations of his previous defenses as if fully repeated herein.

38. Plaintiff failed, refused and neglected to take reasonable steps to mitigate the alleged damages, if any, thus barring or diminishing Plaintiff's recovery herein.

FOR AN ELEVENTH DEFENSE

Novation

39. Defendant adopts and realleges the allegations of his previous defenses as if fully repeated herein.

40. Plaintiff has engaged in conduct and actions to constitute a novation concerning the obligations, conduct, or acts at issue in the Amended Complaint, barring recovery from Defendant.

FOR A TWELFTH DEFENSE
Right to Add Additional Affirmative Defenses

41. Defendant adopts and realleges the allegations of his previous defenses as if fully repeated herein.
42. Defendant alleges that because the Amended Complaint is couched in conclusionary terms, Defendant cannot fully anticipate all affirmative defenses that may be applicable to this action. Accordingly, Defendant hereby reserve the right to assert additional affirmative defenses, if and to the extent that such affirmative defenses are applicable.

FOR A THIRTEENTH DEFENSE AND BY WAY OF A FIRST COUNTERCLAIM
General Allegations

43. On or about February 23, 2003, Plaintiff and Defendant entered into a Contract and Purchase Agreement for the sale of the Property from Plaintiff to Defendant for the price of Fifty Thousand Three Hundred Dollars and No/Cents (\$50,300.00).
44. The Contract was signed by the Vice President of Greenwood Mills, Inc., J. C. Self, III.
45. The Contract at issue is an installment sales contract for the purchase of real estate in which the Plaintiff seller agreed to finance the purchase of the real estate by the Defendant purchaser. Therefore, the relationship between the parties corresponds to that of mortgagee (Plaintiff) and mortgagor (Defendant).

46. Due to the type of contract at issue and the relationship of the parties thereunder, the appropriate action for the determination of the rights of the parties is a foreclosure action, not a breach of contract action.
47. Defendant continues in possession of the Property and has remained in possession of the Property continuously since the date that the Contract was executed.
48. The Property consists of two separate lots, both fronting on Maxwell Avenue and separated by Gulf Street, but which share a single tax map number (TMS 6845-728-882) and a single street address (341 Maxwell Avenue, Greenwood, South Carolina 29646).
49. The lot on the East side of Gulf Street is roughly the shape of a square and contains Defendant's business, #1 Auto Care.
50. The lot on the West side of Gulf Street is roughly shaped like a backwards L, and, until August 2022, had a small house at the back of the lot.
51. At the time the Contract was executed, and continuing on thereafter, Defendant used the front part of the L-shaped lot to park cars for his #1 Auto Care business.
52. At the time the Contract was signed, an elderly couple lived in the house and paid rent to Greenwood Mills, Inc.
53. After the Contract was executed, the tenants paid rent to the Defendant for a few months before they eventually moved out.
54. After the elderly couple moved out, Defendant placed all the utilities for the house into his name.
55. Defendant then rented the house to a different tenant for a period of time.
56. After that second tenant moved out, the house was vacant for a while, and later the Defendant moved into the house himself and lived there for a period of time.

57. Defendant did not pay rent to the Plaintiff, nor did Plaintiff make any demand for rent or any additional payment from Defendant for Defendant's use of the house.
58. Defendant operated his business, #1 Auto Care, out of the Property from approximately 1998 (originally as a sublease) up through the present. The business paused operations for brief period of time due to the COVID-19 pandemic, but Defendant still used the premises as storage for vehicles and made other use of the property during that time.
59. Defendant used the house as storage for a significant amount of his personal belongings, including but not limited to: Appliances; comic books from 1940s; baseball cards; old coins; movie posters and film memorabilia; items related to a nightclub business formerly owned by the Self family and run, in part, by Defendant; a vintage claw foot tub; Defendant's business records; personal family photos, including family photos of Defendant's father, who died in a logging accident when Defendant was a teenager; clothing; a flat screen television; furniture, including a leather living room set (couch, chair, and ottoman), bedroom furniture, dressers, dining room furniture; various kitchen items, including china and glassware; and other items of Defendant's personal property.
60. Over the years, the Defendant became close with various members of the Self family, as they would get their cars washed at #1 Auto Care, they frequently used Defendant's limo service, and Defendant was asked to help run a struggling nightclub owned and operated by the Self family.
61. At the time the Contract was executed, Defendant made a down payment of Five Thousand Dollars and No/Cents (\$5,000.00).
62. Thereafter, Defendant made several payments, but eventually he began having difficulty with the payments and in August 2003 he received a letter from D. Allen Hughes,

Assistant Treasurer/Controller for Greenwood Mills, Inc., demanding that he vacate the property.

63. Defendant then reached out directly to J.C. Self, III, the Vice President of Greenwood Mills, Inc., to discuss the situation with the payments. Mr. Self told Defendant that he would not be evicted, that the Contract was not being terminated, and that he would reach out to Defendant at a later time to arrange a workout. However, Mr. Self never followed up with Defendant.
64. While he waited to hear back from Mr. Self, Defendant remained in possession of the property at 341 Maxwell Avenue, operating his #1 Auto Care business as well as using the house on the property, continuously up through the present.
65. Defendant did not hear from anyone at Greenwood Mills, Inc., at any point between 2004 and 2018 (totaling fourteen years), nor did Mr. Self reach out to him at any point during that time concerning the payments.
66. In 2018, Defendant heard that the Plaintiff wanted to sell the property to someone else. In response, Defendant contacted an attorney for Plaintiff concerning the 2003 Contract, arranged for other financing to complete the purchase, and sent his proof of funding letter to the attorney. That attorney presented Defendant with a new contract which purported to sell only the square lot containing #1 Auto Care to Defendant for the price of Fifty-Three Thousand Eight Hundred Dollars and No/Cents (\$53,800.00). Defendant refused to sign the new contract because he believed that the 2003 contract covered both the lot with the business and the lot with the house, and he had been in continuous use and possession of both lots since at least 2003. He did not hear anything further until 2020.

67. In early 2020, Defendant heard from Plaintiff's current counsel about signing a lease or another new purchase contract. Again, there was disagreement about whether both lots "went together." Again, Plaintiff's counsel presented Defendant with a new contract which purported to sell only the square lot containing #1 Auto Care to Defendant for the price of Fifty Thousand Dollars and No/Cents (\$50,000.00). Defendant again refused to sign the new contract because it did not cover both lots.
68. Negotiations continued in fits and starts, and Defendant eventually hired an attorney in Greenwood to represent him. Defendant's attorney advised him to file a *lis pendens* with the Register of Deeds Office stating that he had entered into a contract to purchase the Property with the owner on February 23, 2003, and asserting his rights in the Property under that contract.
69. Defendant did, in fact, personally sign and file a *lis pendens* with the Register of Deeds Office in Greenwood County on March 29, 2021, which stated that he had entered into a contract to purchase the Property with the owner on February 23, 2003, and asserted his rights in the Property under that contract.
70. Defendant's attorney spoke with Plaintiff's attorney, and then both lawyers improperly pressured Defendant to sign a new contract to purchase both lots that made up the Property for a new price of Ninety-Five Thousand Dollars and No/Cents (\$95,000.00). Defendant signed the contract under protest, at the advice of his attorney at the time, but stated his disagreement with the new price.
71. Defendant procured funding to complete the purchase in 2021 from an individual, but that individual passed away before the purchase could be formalized.

72. In July 2021, Plaintiff's counsel contacted Defendant's counsel to say that Plaintiff was terminating the 2021 contract and wanted Defendant to vacate the Property. Defendant's attorney stated that he did not represent Defendant with regard the purchase of the Property anymore.
73. On or about August 27, 2021, Plaintiff filed this action against Defendant for breach of the 2003 contract.
74. Defendant was not served with the summons and Amended Complaint until September 21, 2022.
75. At some point during the first week of August 2022, without giving any notice to Defendant despite having his personal telephone number, Plaintiff demolished the house at 341 Maxwell Avenue, destroying all of Defendant's personal property that was located inside.

FOR A FOURTEENTH DEFENSE AND BY WAY OF A THIRD COUNTERCLAIM
Trespass

76. Defendant adopts and realleges the allegations of his previous defenses as if fully repeated herein.
77. Plaintiff's entry upon the Property in August 2022 and its demolition of the house thereon constitute a trespass against the rights of the Defendant.
78. Defendant was in legal possession of the Property at the time of the trespass.
79. Plaintiff (or its agent) voluntarily entered upon Defendant's Property, without Defendant's permission.

80. Plaintiff's trespass onto the Property and destruction of Defendant's personal property caused significant loss and damage to Defendant, including the destruction and removal of Defendant's personal property and damage to the value of the Property itself.
81. Defendant is therefore entitled to nominal, compensatory, and punitive damages as a result of Plaintiff's actions.

**FOR A FIFTEENTH DEFENSE AND BY WAY OF A FIRST ALTERNATIVE
COUNTERCLAIM
Right of Equitable Redemption**

82. Defendant adopts and realleges the allegations of his previous defenses as if fully repeated herein.
83. The forfeiture and liquidated damages provision of the 2003 Contract amounts to an unenforceable penalty.
84. Defendant has an equitable interest in the Property by virtue of the payments he made under the 2003 Contract and improvements he made to the Property over the years.
85. It would be inequitable to enforce the forfeiture provision without first allowing the Defendant an opportunity to redeem the Contract by paying the entire purchase price under the 2003 Contract.
86. Plaintiff has not given Defendant the opportunity to redeem his interest in the Property.
87. Defendant is therefore entitled to the opportunity to redeem his interest in the Property under the 2003 Contract.

WHEREFORE, having fully answered the Plaintiff's Amended Complaint, Defendant prays that this Court would:

- a) Dismiss all claims asserted in Plaintiff's Amended Complaint;
- b) Order Plaintiff to perform under the 2003 Contract by affording Defendant the right of equitable redemption; or, in the alternative, order Plaintiff to perform under the 2021 Contract by affording Defendant the right of equitable redemption;
- c) Award Defendant nominal, compensatory, and punitive damages for Plaintiff's trespass and demolition of the house and the destruction of Defendant's property therein;
- d) Award Defendant its attorneys' fees and costs in defending this action; and
- e) For such other and further relief as the Court deems just and proper.

Respectfully submitted,

McCONOUGHNEY LAW FIRM, LLC

By: s/ Rachel G. McConoughey
Rachel G. McConoughey
SC Bar No. 100449
100 Whitsett St.
Greenville, SC 29601
(843) 425-3006
Contact@McConougheyLawFirm.com
Attorney for the Defendant

December 6, 2023
Greenville, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF GREENWOOD

CONTRACT AND
PURCHASE AGREEMENT

This Contract and Sales Agreement entered into this 23rd day of February, 2003, by and between Greenwood Mills, Inc. by J.C. Self, III Its Vice President, hereinafter referred to as SELLER, and Rodney White, hereinafter referred to as the PURCHASER.

WITNESSETH:

1. For and in consideration of the mutual promises and agreements hereinafter set forth and for the sum of ~~Fifty Thousand and no/100ths (\$50,000.00)~~ ^{50,300} Dollars, to be paid by the Purchaser as hereinafter provided, the Seller agrees to sell and the Purchaser agrees to buy the following described property:

Property located on Maxwell Avenue, Greenwood, SC and known as #1 Auto Care - See property description attached hereto as Exhibit "A"

2. The Purchaser agrees to pay the Seller, as the sales price of said property, the sum of ~~Fifty Thousand and no/100 (\$50,000.00)~~ ^{50,300} Dollars, upon the following terms and conditions: Purchaser upon the execution of this contract has paid \$5000.00 as a down payment, the receipt of which is herein acknowledged. Seller agrees to finance the balance of ~~\$45,000.00~~ ^{45,300} as follows: Purchaser agrees to make monthly payments in the amount of \$410.79 of principal and interest, at 7.25% plus a monthly escrow payment of \$80.55 for property taxes, for a total monthly payment of \$512.17, beginning March 1, 2003 and continuing monthly for the first year. Payments shall continue monthly thereafter for fourteen years with interest, and payments to be adjusted annually on the anniversary date of the loan at the then current prime rate plus 2.5%. It is understood and agreed that the purchaser herein has the right to prepay any amounts of principal at anytime. There will be no prepayment penalty. Prime rate is defined as the Wall Street Journal Prime rate of interest as of the anniversary date. There is a 2% cap on the life of the loan, i.e. the interest rate charged will not exceed 9.25%.

3. It is agreed that in case of default in the payment of the balance due under this contract and upon the giving of thirty (30) days written notice of said default, this contract may be canceled at the option of the Seller and all money paid in under this contract shall be forfeited to the Seller as liquidated damages. Any payment made late after fifteen days will be subject to a fifty and no/100 (\$50.00) Dollar late fee. Seller will provide notice of cancellation to Robert C. Moore at 2433 Canterbury Road, Greenwood, SC 29649, and to Rodney White at 341 Maxwell Avenue, Greenwood, SC 29646

4. Seller agrees to convey title to the property described herein, free and clear of all liens and encumbrances upon payment in full.

5. It is understood and agreed that all taxes and insurance shall be the responsibility of the Purchaser for the year beginning 2002 and all subsequent years. It is noted herein that the taxes are escrowed and are included in the above payment.

Purchaser herein agrees to name Greenwood Mills, Inc., 300 Morgan Avenue, Greenwood, SC 29646, as loss payee for the fire and extended coverage insurance policy, and agrees to keep the property insured in amount of \$50,000.00 or more. In addition, Purchaser agrees to maintain general liability insurance on the premises in an amount of \$1,000,000.00 and provide a certificate of insurance for the liability policy and a copy of the fire and extended coverage policy to Greenwood Mills, Inc.

6. Possession of said premises will be given unto the Purchaser on the date of execution of the within Contract and Purchase Agreement.
7. The parties hereto further agree that this written Contract and Purchase Agreement expresses the entire agreement between the parties, and shall be enforceable by either, by specific performance and that there is no other agreement, oral or otherwise, modifying the terms hereunder.
8. This Contract and Purchase Agreement shall extend to and be binding on the heirs and personal representatives, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunder set their Hands and Seals this 23rd day of February, 2003.

WITNESS:

(AS TO SELLER)

GREENWOOD MILLS, INC.

Witness #1

BY: [Signature]

Witness #2

ITS VICE PRESIDENT

(AS TO PURCHASER)

Witness #1

[Signature]
Rodney White

Witness #2

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF GREENWOOD

PERSONALLY appeared before me the undersigned witness who, being first duly sworn, says that (s)he saw the within-named GREENWOOD MILLS, INC. BY J. C. Zapp, ITS VICE-PRESIDENT, sign, seal, and as its act and deed deliver the within written document and that (s)he with the other witness above, witnessed the execution thereof.

SWORN to before me this 23rd day of February, 2003

[Signature]
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 11-29-03

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF GREENWOOD

PERSONALLY appeared before me the undersigned witness who, being first duly sworn, says that (s)he saw the within-named Rodney White sign, seal, and as their act and deed deliver the within written document and that (s)he with the other witness above, witnessed the execution thereof.

SWORN to before me this 23rd day of February, 2003

[Signature]
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 11-29-03

Greenwood County, SC

6845-693-910

Maxwell Ave

6845-703-887

6845-708-878

6845-718-878

6845-720-887

6845-728-882

6845-744-867

6845-755-888

6845-771-887

Habitat Humanity

6845-771-887



Map Scale
1 inch = 94 feet
3/30/2021

First Version of 2021 Contract

CONTRACT OF SALE

Agreement made this ___ day of ___ 2021 by and between RODNEY WHITE, PURCHASER, and GREENWOOD MILLS INC., SELLER. Purchaser agrees to buy, and Seller agrees to sell, all that lot or parcel of land, with buildings and improvements thereon, if any, situated in Greenwood County, South Carolina, referred to herein as the "Property," and being described as, the parcel located at the corner of Maxwell Avenue and Gulf Street in Greenwood South Carolina, surrounded by property now or formerly owned by Greenwood Area Habitat For Humanity currently used as an automotive business; ~~(A portion of Parcel ID 6945-728-882)~~.

BAS
The property is being sold "AS-IS" and subject to all restrictive covenants of record, all existing easements and rights of way for streets, roads and utilities, and all governmental statutes, ordinances, rules and regulations.

The purchase price for the property shall be ~~\$53,800.00~~ **\$50,000.00**
 (the "Purchase Price"), which shall be paid as follows:

A. \$1000 being the amount paid, concurrently with the execution of this Agreement, to Greenwood Mills, Inc. (the "Earnest Money"); and;

B. The balance of the Purchase Price, less Earnest Money, to be paid on consummation of the transaction (the "Closing").

At the closing, Seller shall convey good and marketable, fee simple title to Rodney White by general warranty deed, conveying the property free and clear of all liens and encumbrances, except as herein stated. Seller shall pay for all documentary stamps required upon the recording of the deed.

Unless otherwise agreed, closing shall be at Greenwood, South Carolina, on or before April 15, 2021.

Purchaser shall be given possession of the property at the time of closing.

Except as set forth in this contract, Seller makes no representation or warranty, either express or implied, related to the Property, the condition thereof or its



suitability for a particular purpose. In this regard, Buyer acknowledges and agrees that it has had the opportunity to inspect the Property and has found the same suitable for its particular purpose. Seller shall convey to Buyer, and Buyer agrees to accept from Seller, the Property in its current 'AS-IS' condition "WITH ALL FAULTS."

Taxes, fire protection charges, interest, utilities, assessments, and rents (if applicable) shall be adjusted/pro-rated as of the date of closing.

If Purchaser fails to comply with the terms of this Contract within the stipulated time, Seller shall have the option (1) to terminate this Contract and have the earnest money paid to Seller as liquidated damages; or (2) to sue Purchaser for specific performance of this Contract and/or for damages. Seller shall exercise such option at any time after breach by Purchaser by giving written notification to the Seller of election of one of the options. In addition, Seller shall have any other rights available to Seller according to law as a result of Purchaser's default. In any suit for specific performance of this Contract, the prevailing party shall be entitled to recover his reasonable attorney's fees and court costs from the other party.

Upon default by Seller, Purchaser shall have the option: (1) to terminate this Contract, have all sums paid pursuant in this Contract refunded to Purchaser and recover from Seller any damages, including expenses of title examination, which Purchaser may have sustained as a result of Seller's default; or (2) to sue Seller for specific performance of this Contract and/or for damages. In addition, Purchaser shall have any other rights available to Purchaser according to law as a result of Seller's defaults. In any suit for specific performance of this Contract, the prevailing party shall be entitled to recover his reasonable attorney's fees and court costs from the other party.

The parties agree that this written Contract expresses the entire agreement between the parties and that there is no other agreement, written or oral, modifying the terms hereof. This Contract shall bind and inure to the benefit of the principals, heirs, successors, assigns and/or personal representatives of Seller and Purchaser.

Time is of the essence; however, by written agreement of both parties, this Contract may be extended.

SIGNATURES ON NEXT PAGE

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

WITNESSES AS TO PURCHASER

WITNESSES AS TO SELLER.

PURCHASER

Print Name

Date Signed: _____

GREENWOOD MILLS, Inc.

By:

Seller

Print Name

Date Signed: _____

Second Version of 2021 Contract

CONTRACT OF SALE

Agreement made this 30 day of April 2021 by and between RODNEY WHITE, PURCHASER, and GREENWOOD MILLS INC., SELLER. Purchaser agrees to buy, and Seller agrees to sell, all that lot or parcel of land, with buildings and improvements thereon, if any, situated in Greenwood County, South Carolina, referred to herein as the "Property," and being described as, the parcel located at the corner of Maxwell Avenue and Gulf Street in Greenwood South Carolina, surrounded by property now or formerly owned by Greenwood Area Habitat For Humanity currently used as an automotive business; (Parcel ID 6845-728-882).

The property is being sold "AS-IS "and subject to all restrictive covenants of record, all existing easements and rights of way for streets, roads and utilities, appraisals and all governmental statutes, ordinances, rules and regulations.

The purchase price for the property shall be Ninety-Five Thousand and NO/100 (\$95,000.00) Dollars (the "Purchase Price"), which shall be paid as follows:

A. \$1000 being the amount paid, concurrently with the execution of this Agreement, to Greenwood Mills, Inc. (the "Earnest Money") and;

B. The balance of the Purchase Price, less Earnest Money, to be paid on consummation of the transaction (the "Closing").

At the closing, Seller shall convey good and marketable, fee simple title to Rodney White by general warranty deed, conveying the property free and clear of all liens and encumbrances, except as herein stated. Seller shall pay for all documentary stamps required upon the recording of the deed.

Unless otherwise agreed, closing shall be at Greenwood, South Carolina, on or before May 24, 2021.

May 31, 2021

Purchaser shall be given possession of the property at the time of closing.

Except as set forth in this contract, Seller makes no representation or warranty, either express or implied,



related to the Property, the condition thereof or its suitability for a particular purpose. In this regard, Buyer acknowledges and agrees that it has had the opportunity to inspect the Property and has found the same suitable for its particular purpose. Seller shall convey to Buyer, and Buyer agrees to accept from Seller, the Property in its current 'AS-IS' condition "WITH ALL FAULTS."

Taxes, fire protection charges, interest, utilities, assessments, and rents (if applicable) shall be adjusted/pro-rated as of the date of closing.

If Purchaser fails to comply with the terms of this Contract within the stipulated time, Seller shall have the option (1) to terminate this Contract and have the earnest money paid to Seller as liquidated damages; or (2) to sue Purchaser for specific performance of this Contract and/or for damages. Seller shall exercise such option at any time after breach by Purchaser by giving written notification to the Seller of election of one of the options. In addition, Seller shall have any other rights available to Seller according to law as a result of Purchaser's default. In any suit for specific performance of this Contract, the prevailing party shall be entitled to recover his reasonable attorney's fees and court costs from the other party.

Upon default by Seller, Purchaser shall have the option: (1) to terminate this Contract, have all sums paid pursuant in this Contract refunded to Purchaser and recover from Seller any damages, including expenses of title examination, which Purchaser may have sustained as a result of Seller's default; or (2) to sue Seller for specific performance of this Contract and/or for damages. In addition, Purchaser shall have any other rights available to Purchaser according to law as a result of Seller's defaults. In any suit for specific performance of this Contract, the prevailing party shall be entitled to recover his reasonable attorney's fees and court costs from the other party.

The parties agree that this written Contract expresses the entire agreement between the parties and that there is no other agreement, written or oral, modifying the terms hereof. This Contract shall bind and inure to the benefit of the principals, heirs, successors, assigns and/or personal representatives of Seller and Purchaser.

Time is of the essence; however, by written agreement of both parties, this Contract may be extended.

SIGNATURES ON NEXT PAGE

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

WITNESSES AS TO PURCHASER

Alk Jones

Alexander B. Jones

WITNESSES AS TO SELLER

Lesley White
PURCHASER

Lesley White
Print Name
Date Signed: _____

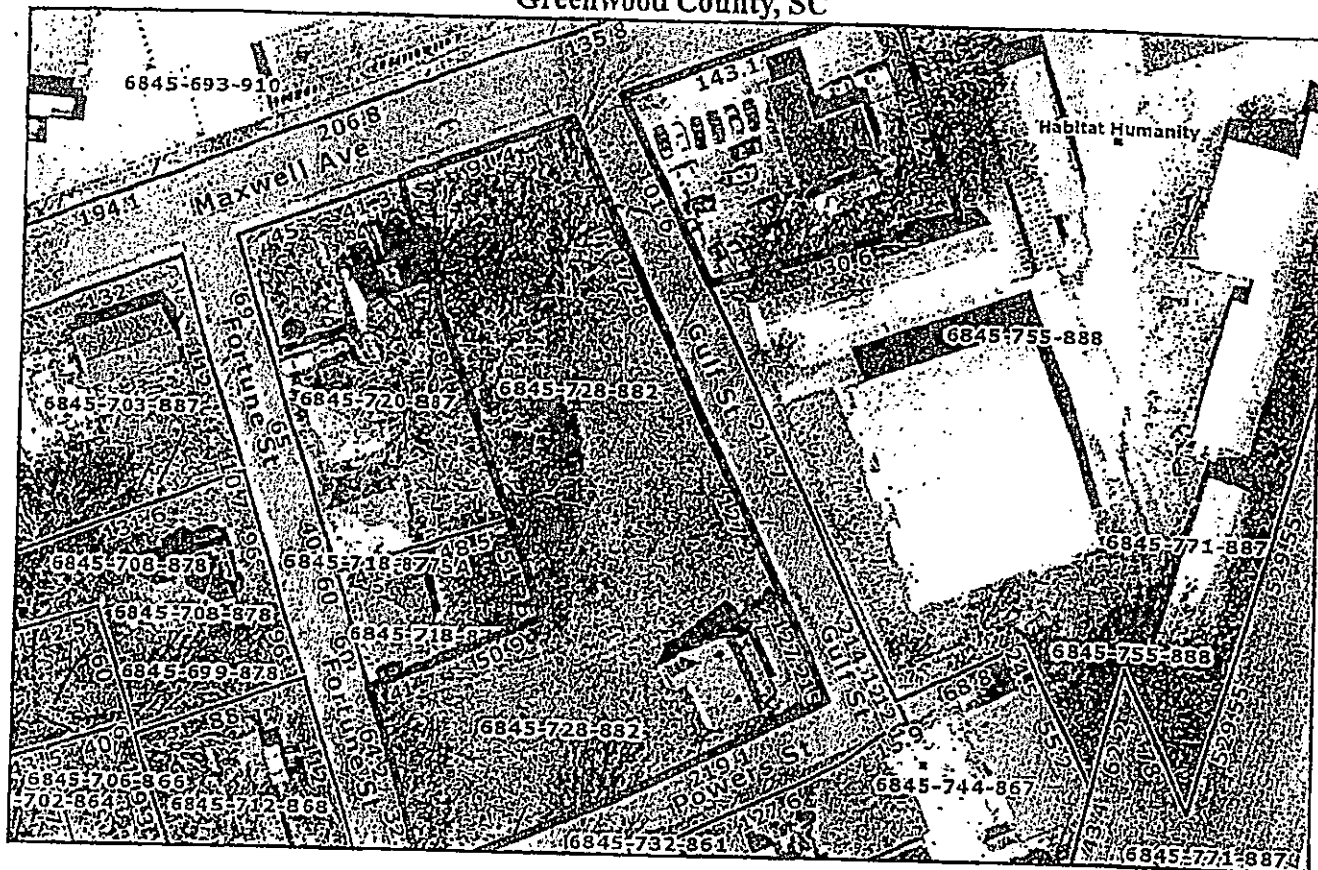
GREENWOOD MILLS, Inc.
By:

Seller

Print Name
Date Signed: _____

shw

Greenwood County, SC



Parcel ID	6845-728-882	Description	1 LT
Property Address	341 Maxwell Av	Year Built	1963
Owner Name	Greenwood Mills	SqFt	2,425
Mail Address	1800 CALHOUN RD	Bedrooms	0
City State Zip	GREENWOOD, SC 29649-0000	Bathrooms	0
Purchase Date	2/28/1933	HalfBaths	0
Deed	52-59	Fin Bsmt Sqft	0
Plat	Not available	Unfin Bsmt Sqft	0
FEMA LOMA	No	Tax Exemption	
Total Tax Value	\$27,800	Appraised By	County
Total Cap Value	\$27,800	Tax District	9-City of Greenwood
Total Market Value	\$32,000	On Lake Gwd	N
Subdivision			

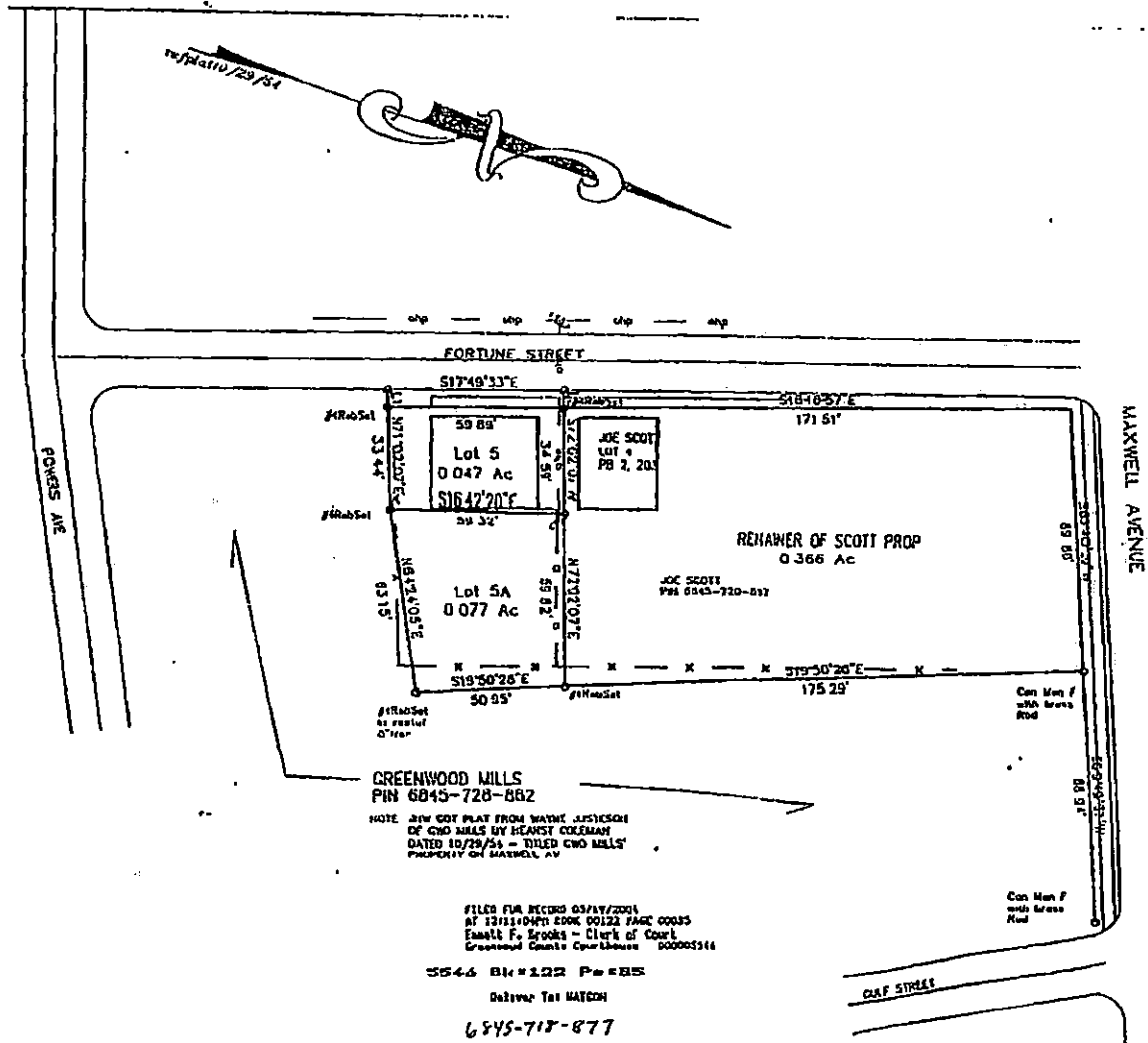


Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

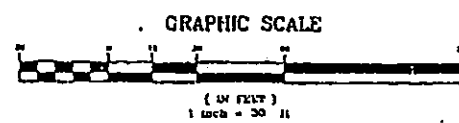
Map Scale
1 inch = 94 feet
3/30/2021

[Handwritten signature]





LINE TABLE		
LINE	LENGTH	BEARING
L1	6.08	N71°02'07"E
L2	6.23	S72°02'07"W



GREENWOOD COUNTY
GREENWOOD SC.

THIS PLAT MAY BE RECORDED

[Signature] DATE *2/10/04*

ADMINISTRATIVE OFFICER

BOUNDARY SURVEY FOR JOE M. SCOTT	
NICHOLSON PROP IN PB 2, PG 203 PINS 6845-718-877 & 6845-720-887	
COUNTY OF GREENWOOD	SOUTH CAROLINA
JAN 28, 2004 & REVISED APR 1, 04	
I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION & BELIEF THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE FEDERAL STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN THE STATE OF SOUTH CAROLINA AND ALLEYS OR EASEMENTS THE ACCURACIES FOR A CLASS OF SURVEY AS SPECIFIED THEREIN. ALSO THERE ARE NO UNDISCOVERED ENCROACHMENTS OTHER THAN SHOWN, AND THE HOUSE DOES NOT LIE IN A SPECIAL FLOOD ZONE.	
JOHN H. WELBORN 1416 HWY 72 WEST GREENWOOD, S.C. 29649 (864) 223-5903 <i>[Signature]</i> JOHN H. WELBORN, PLS #57738 REVISED 1-1-04 TO SHOW REMAINDER OF SCOTT PROPERTY	

DRAWN BY JHW
PLAT 0017 1416 PG

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD)
)
GREENWOOD MILLS, INC.)
)
PLAINTIFF)
v.)
)
RODNEY WHITE)
)
DEFENDANT)

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO:2021CP2400784

**MEMORANDUM IN OPPOSITION TO
PLAINTIFF'S MOTION FOR SUMMARY
JUDGMENT**

INTRODUCTION

In Plaintiff's Motion for Summary Judgment, Plaintiff makes several representations which Defendant vehemently disputes and Defendant firmly believes that he should have an opportunity to present evidence of his right to redeem the property at issue in this case. Defendant believes that Plaintiff's Motion for Summary Judgment should be denied for the following reasons.

LEGAL STANDARD

Under Rule 56, summary judgment is appropriate if the pleadings, depositions, answers to interrogatories, admissions, and affidavits show that there is no genuine issue of material fact and that the moving party is entitled to judgment as a matter of law. This means that if there is any evidence that could lead a reasonable jury to return a verdict for the nonmoving party, summary judgment should not be granted.

The burden of establishing the absence of a genuine issue of material fact initially lies with the moving party. This can be achieved by demonstrating that there is an absence of evidence to support the nonmoving party's case. Once the moving party has met this burden, the nonmoving party cannot rely merely on allegations or denials in its pleadings; instead, it must set

forth specific facts showing that there is a genuine issue for trial. *George v. Fabri*, 2001, S.C., 345 S.C. 440.

ARGUMENT

The concept of the "equity of redemption" is a fundamental principle in mortgage law, allowing a mortgagor (the borrower) to redeem their property once the mortgage debt is fully paid, even after a default on the mortgage, but before any foreclosure sale is finalized. This right ensures that the mortgagor can reclaim their property by paying off the debt, including any interest and costs, thereby preventing the mortgagee (the lender) from gaining absolute ownership simply due to a default.

In, a 1918 South Carolina case, *Union Nat. Bk. of Columbia v. Cook*, et al 1918, S.C., 110 S.C. 99, highlighted the transformation of mortgage law in the state, noting that since a 1791 statute, a mortgage was considered merely a lien on the property, not a transfer of title, and the mortgagor retained what was termed the "equity of redemption".

This principle was further elaborated in *Association v. Childs*, 1903, S.C., 67 S.C. 251, where it was clarified that the holder of the equity of redemption, essentially the legal estate in the realty subject to the mortgage debt, is a necessary party to any action to foreclose the mortgage. This case underscored the importance of including the mortgagor in foreclosure proceedings, ensuring they have an opportunity to redeem the property.

Moreover, the case of *Frady et al. v. Ivester*, 1921, S.C., 118 S.C. 195 delved into the rights of a mortgagor under the equity of redemption, particularly in situations where the mortgagee is in possession of the property. It was noted that the mortgagor's right to redeem is an equitable, not a legal right, and thus not strictly barred by the statute of limitations. However, equity adopts a

statutory period beyond which the mortgagor cannot redeem if they have not acted within that time frame.

In Plaintiff's Motion for Summary Judgment, Plaintiff claims that over the first 8 months of the 2003 contract, only 8 payments were made. Defendant disputes this fact as payments for the first 3 years were consistently made. These extended years of payments are evidence that Defendant should have had a right to redeem the property. *Lewis v. Premium Investment Corporation*, 2002, S.C., 351 S.C. 167 discusses the equitable right of redemption in the context of mortgages and installment land contracts. **It highlights that this right is irrespective of the terms of the mortgage and is considered an equitable interest in the land. The case also notes that courts of equity can relieve a defaulting purchaser from strict forfeiture provisions in an installment land contract and provide the opportunity for redemption when equity demands.**

As it relates to the 2021 contract, Mr. White received no notice that he had breached the terms of the contract prior to the house being demolished. The Plaintiff was aware of Mr. White's presence in the home as Mr. White had conversations to that end with Mr. Brandon Smith. Nevertheless, the Plaintiff demolished the home with Mr. White's belongings inside. Mr. White was never given the right to redeem this property by paying the full contract price.

CONCLUSION

Defendant respectfully requests that Plaintiff's Motion for Summary Judgment be denied until such time as Defendant can present evidence regarding his equitable redemption claims as Defendant should have a right to redeem the property and present evidence regarding the same.

RESPECTFULLY SUBMITTED BY:

By: s/Aaron Wallace
Aaron Wallace, Esq (100255)
Wallace Law Firm
1416 Laurel Street, STE B
Columbia, SC 29201
PH: 803-766-3997
Fax: 839-218-5786
awallace@wallacefirmssc.com

November 4, 2024

STATE OF SOUTH CAROLINA)
COUNTY OF GREENWOOD)
GREENWOOD MILLS, INC.)
PLAINTIFF)
v.)
RODNEY WHITE)
DEFENDANT)

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO:2021CP2400784

Motion for a Jury Trial

Comes now Defendant, who by and through his undersigned counsel, respectfully requests a jury trial in this case. In support of this motion Defendant states that he feels a jury of his peers will relate to his claims and defenses in this case and that it is his right to request such a hearing.

Wherefore, Plaintiff moves for a jury trial and respectfully requests that the Special Referee / Court grant this motion.

RESPECTFULLY BY:

s/Aaron V. Wallace
Aaron V. Wallace (11469)
Wallace Law Firm
1416 Laurel Street, STE B
Columbia, SC 29201
PH 803-766-3997
Fax:839-218-5786

November 21, 2024

COMMON PLEAS - CASE#2021CP2400784

STATE OF SOUTH CAROLINA)
COUNTY OF GREENWOOD)
GREENWOOD MILLS, INC.)
PLAINTIFF)
v.)
RODNEY WHITE)
DEFENDANT)
_____)

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO:2021CP2400784

Notice of Jury Trial Request

Comes now the Defendant, Rodney White, who respectfully requests a jury trial in the above action. In support, Defendant states that he has a right to have a jury of his peers decide the factual issues in this case.

RESPECTFULLY SUBMITTED,

By: s/Aaron Wallace
Aaron Wallace, Esq (100255)
Wallace Law Firm
1416 Laurel Street, STE B
Columbia, SC 29201
PH: 803-766-3997
Fax: 839-218-5786
awallace@wallacefirmssc.com

November 2, 2024

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENWOOD	)	
	)	CIVIL ACTION NO:2021CP2400784
GREENWOOD MILLS, INC.	)	
	)	
PLAINTIFF	)	
v.	)	
	)	CONTINUANCE MOTION
RODNEY WHITE	)	
	)	
DEFENDANT	)	

Comes now Plaintiff, by and through his undersigned counsel, and respectfully requests a 30 Day continuance as Mr. White has, despite his best efforts, only been able to obtain counsel as of Saturday, November 2, 2024 with the trial date being set for November 6, 2024. In support of this motion Plaintiff will show as follows:

Procedural History

1. On July 15, 2024 Judge Griffith issued an order granting Mr. White 30 days to hire a lawyer after his former lawyer was relieved as counsel.
2. On August 14, 2024, Mr. White submitted a letter to the Court requesting an additional 60 days to retain counsel. In Mr. White's letter to the Court, he indicated that he had significant difficulty complying with the 30 day deadline of the July 15, 2024 Order despite diligent efforts to do so, and that he was requesting an additional 60 days to obtain counsel. The 60 Day Deadline would have expired on October 15, 2024.

Issues

1. Whether Mr. White's August 14, 2024 letter qualifies as a motion.
2. Whether Mr. White's letter stayed the time for obtaining an attorney.

Emilio R. Alvarado - Esq. - 2024-11-02 2:18 PM - GREENWOOD - COMMON PLEAS - CASE#2021CP2400784

3. Whether Mr. White should be granted an extension in light of the fact that even had his motion been granted his 60 day extension would have expired on October 15, 2024.

Argument

1. The argument that this letter is a motion is that the email is a formal request made by Mr. White to the court for relief or action on a particular matter. In this case, Mr. White is requesting additional time to obtain an attorney, which would likely require a decision or ruling from the court. By making this request in writing to the court, the pro se person is essentially asking the court to take action on their behalf, making the email request a motion. Further In the context of a motion that was sent to the court but not officially clocked in, the key considerations revolve around the court's jurisdiction to entertain such a motion and the timeliness of its filing. In addressing the question of where language in case law addresses unfilled motions, particularly those not officially clocked in but still sent to the court, the case of *Elam v. South Carolina Department of Transportation* 2004, S.C., 361 S.C. 9 provides pertinent guidance. This case underscores the principle that even when a party mislabels a post-trial motion or fails to follow procedural formalities perfectly, the court may still consider such a motion if it believes that an argument or issue raised has not been fully considered or ruled upon. The court's willingness to entertain such motions is predicated on the need to preserve issues for appellate review, ensuring that all arguments are thoroughly examined before a final decision is rendered. This approach is consistent with the broader judicial emphasis on ensuring that procedural errors or omissions do not unduly prejudice the rights of parties to have their cases fairly heard. The case of *Pee Dee Health Care, P.A. v. Estate of Thompson* 2018, S.C., 424 S.C. 520 further elaborates on this by highlighting that the absence of a specific time limit under Rule 11

for filing motions for sanctions implies a degree of flexibility. Courts are tasked with determining whether a motion is timely based on whether the court retains jurisdiction over the case and other considerations, rather than strictly adhering to procedural formalities such as clocking in motions. Moreover, the case of *Peoples Nat'l Bank of G'Ville v. Manos Bros*, 1954, S.C., 226 S.C. 257 illustrates how courts handle situations where procedural steps are inadvertently missed. In this instance, the court allowed the late filing of an affidavit that was necessary for compliance with procedural requirements, recognizing the importance of substance over form. This flexibility ensured that the proceedings could continue without being unduly hampered by a minor procedural oversight. These cases collectively demonstrate a judicial willingness to prioritize the fair and just resolution of disputes over strict adherence to procedural formalities. Courts are mindful of the need to ensure that all relevant issues are fully considered and that parties have the opportunity to present their cases effectively, even when procedural missteps occur. This approach reflects a broader principle within the legal system that access to justice and the fair resolution of disputes should not be unduly restricted by procedural technicalities.

2. The argument that this motion stays the case until it is ruled on is that Mr. White is requesting a significant modification to the proceedings by asking for additional time to obtain legal representation. Granting this request would likely have an impact on the timeline and progression of the case. By formally filing a motion with the court (to the best of his ability as a pro se litigant), Mr. White is invoking the court's authority to review and make a decision on this request. Until the court has ruled on the motion and decided whether to grant the requested extension, it is appropriate to stay the case to allow time for

this decision to be made. This would ensure that the parties involved have a fair opportunity to address the issue of legal representation before proceeding with the litigation.

The case of *State v. Greene*, 1971, S.C., 255 S.C. 548, decided on March 29, 1971, by the Supreme Court of South Carolina, involved several appellants who were among twelve inmates brought to trial for rioting and possession of weapons to facilitate an escape, following a riot at the South Carolina Central Correctional Institution on October 1, 1968. The riot resulted in significant property damage and injuries to guards and prisoners. The appellants were convicted of rioting, and all but one were also convicted of possession of weapons to facilitate an escape. The appellants contended they did not participate in the riot, presenting alibi witnesses, while the State provided testimony of their participation. A significant legal issue in this appeal was the handling of motions for continuance and severance. The trial judge, at the commencement of the trial, indicated that all motions would be considered as having been made and overruled, with defendants' rights preserved. This approach was challenged, particularly regarding the denial of a motion for a continuance for one of the defendants, Brown, which was argued to have denied him a fair trial. The Supreme Court of South Carolina found that the motions for continuance and severance were addressed to the sound discretion of the trial judge. **However, the court also noted that appellants were entitled to have these motions fully heard by the trial judge and that the denial of this right constituted reversible error.**

The court's decision underscores the importance of judicial discretion in handling motions for continuance and severance, while also emphasizing the necessity for such motions to be fully considered and addressed by the trial judge. This case illustrates the balance courts must strike between the efficient administration of justice and the rights of

defendants to a fair trial process, including the opportunity to adequately prepare their defense.

As the Court failed to consider Mr. White's continuance motion, it would be erroneous to proceed to trial without giving Mr. White an opportunity to adequately prepare his defense with his counsel.

3. The argument that the motion should be granted even after 60 days have passed without Mr. White obtaining an attorney is that the right to legal representation is a fundamental aspect of due process in court proceedings. It is essential for all parties to have adequate legal representation in order to ensure a fair and just outcome. If Mr. White has been actively seeking legal representation but has been unable to secure an attorney within the initial 60-day timeframe, he has made a good faith effort to comply with the court's deadlines and requirements. Granting the motion for additional time would not unduly prejudice the other parties involved in the case. Additionally, denying the motion solely based on the passage of 60 days without obtaining an attorney would violate Mr. White's rights to due process and access to the courts. Allowing for a reasonable extension of time in this situation would support the principles of fairness and justice. Finally, even if Mr. White had obtained counsel as of October 15, 2024, a brief extension for counsel to get up to speed on the case is not unreasonable in light of the complexity of the case.

Conclusion

In light of the foregoing, the undersigned respectfully requests a 30 day continuance of the trial date of this case.

By: s/Aaron Wallace
Aaron Wallace, Esq (100255)
Wallace Law Firm
1416 Laurel Street, STE B
Columbia, SC 29201
PH: 803-766-3997
Fax: 839-218-5786
awallace@wallacefirmssc.com

November 2, 2024

STATE OF SOUTH CAROLINA)
COUNTY OF GREENWOOD)
GREENWOOD MILLS, INC.)
PLAINTIFF)
v.)
RODNEY WHITE)
DEFENDANT)

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO:2021CP2400784

MOTION FOR RECONSIDERATION

COMES NOW, Defendant who respectfully requests that the court reconsider its November 22, 2024 ruling granting summary disposition on Plaintiff's claims. In support of its motion Defendant states as follows:

1. The 2021 contract proffered by Plaintiff is invalid and, instead, the 2003 contract should apply. The reason that the 2021 contract is invalid is that it was never consummated by Plaintiff. Defendant never received a fully executed contract which was necessary for Defendant to secure funding for purchase of the property. It was only after the Amended Pleadings were filed by Plaintiff that Defendant became aware of the existence of a fully executed contract. Defendant contends that this fully executed version of the contract was created well after Defendant's home was maliciously destroyed.
2. Defendant received no notice that the 2021 contract (or any contract for that matter) was breached. As a result, it is apparent that the contract was abandoned and, therefore, should be subject to rescission which would make the 2003 contract controlling.
3. The Defendant never received any notice of termination of the 2021 contract and according to the deposition of Jay Self, he never received any earnest money for the

STATE OF SOUTH CAROLINA - GREENWOOD COUNTY - COMMON PLEAS - CASE#2021CP2400784

contract. There was, therefore, no consideration for the 2021 contract and it is therefore invalid.

4. Defendant has an equitable interest in the property which he is entitled to redeem under the 2021 contract (assuming that it is valid). The concept of equitable redemption is recognizable in bankruptcy proceedings and other areas of law. The law does not prohibit its application in the context of the 2021 contract. This Court failed to disclose its reasoning in its Summary Judgment Order for not allowing equitable redemption which is necessary for appeal. Without further factual development it is error to dismiss Defendant's equitable redemption argument without further testimony.

Wherefore, Defendant prays that this Court reconsider its November 22, 2024 ruling granting summary disposition to Plaintiff and instead allow such claims to go to the ultimate finder of fact.

RESPECTFULLY SUBMITTED BY:

By: s/Aaron Wallace
 Aaron Wallace, Esq (100255)
 Wallace Law Firm
 1416 Laurel Street, STE B
 Columbia, SC 29201
 PH: 803-766-3997
 Fax: 839-218-5786
 awallace@wallacefirmssc.com

November 26, 2024

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD)
)
GREENWOOD MILLS, INC.)
)
PLAINTIFF)
v.)
RODNEY WHITE)
)
DEFENDANT)
_____)

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO:2021CP2400784

AFFIDAVIT

1. To my knowledge, all facts stated in this affidavit are true and correct.

I am over 18 years of age. I reside at 109 Cardinal Road in Greenwood, South Carolina. I am fully competent to make this affidavit and I have personal knowledge of the facts stated herein, except where those facts are stated on information and belief. If called to testify at the trial of this matter, I could competently testify as to the facts contained in this affidavit.

2. I am the Defendant in the above-captioned case.

3. I signed a contract to purchase the property at 341 Maxwell Avenue, Greenwood SC, 29646, with the Plaintiff, Greenwood Mills, Inc., on February 23, 2003 for the purchase price of Fifty Thousand Three Hundred Dollars and No/Cents (\$50,300.00).

The property at issue consists of one tax map number (6845-728-882) which is bisected by Gulf Street.

4. The portion of the property on the East side of Gulf Street contains a commercial building. I have operated my car wash and detailing business, known as #1 Auto Care, since 1998 out of this portion of the property.

5. The portion of the property on the West side of Gulf Street contained a single family home at the time I signed the 2003 purchase contract.

6. Before I signed the 2003 contract, I had been leasing the commercial portion of the Property for my business, but I had not used any of the portion of the Property on the West side of Gulf Street until after I signed the 2003 contract with Greenwood Mills.

7. After the 2003 contract was signed, I took possession of the entire Property on both sides of Gulf Street, including the residence on the West side of Gulf Street, and the tenants who lived there paid rent to me for a brief time.

8. After the tenants moved out, I occupied the residence myself in various ways at various times, including living there for a period of time and later using the house to store my personal belongings, files, paperwork, surplus furnishings, collections and collectibles, etc., including but not limited to the following:

a. Collection of comic books from 1940s

i. I bought a collection of comic books from the 1940s from a man at the Anderson Flea Market whose son had collected them for many years. The comics were in very good condition and many of them still had their plastic covers. I bought them from the man in the morning when he was just beginning to set up his table, so no one else had been there to pick out anything yet. I bought the entirety of the comic books and baseball cards that he was selling that day. I kept the collection inside sealed plastic totes in the house to protect them and keep them in pristine condition.

b. Collection of baseball cards from the World War II era, including Babe Ruth and

Mickey Mantle cards still in the plastic;

c. Coin collection;

d. Collection of classic film memorabilia, including Disney and Mickey Mouse memorabilia from the 1930s;

e. Vintage claw foot tub;

f. Personal family photos, including family photos of my father, who died in a logging accident when I was a teenager;

g. Leather jacket belonging to my father, which was one of the few things of his I had left;

h. My high school diploma and high school prom pictures; and

i. My business records, including records showing payments made on the 2003 purchase contract.

9. I stored my precious personal belongings in the house on the Property because I believed they would be safe there, and they were safe there for nearly twenty years.

10. I knew both J.C. Self, III, and his mother personally and both of them had my personal contact information, including my cell phone number, since at least 2003.

11. In 1998, I rented the property from 1998-2002. In 2002, Jay Self introduced himself as the owner of the property and proposed that I buy the property. Self volunteered to allow owner financing of the property. He proposed I put down \$5000 which I did. He explained to me that all of the property East and West of Gulf Street was included with my property purchase to include the residential home. All of the property shared one tax id. The sale price was based off of the tax value at the time.

12. Over the years, going into the third year, I had some difficulties making the payments under the 2003 purchase contract.

13. I only received one letter from the Plaintiff concerning missed payments under the 2003 contract. That letter was dated January 12, 2006, and was signed by D. Allen Hughes. I did not receive any other letters from anyone at Greenwood Mills, Inc., after the January 12, 2006 letter.

14. After receiving the letter, I spoke with Mr. Self about my difficulties with the payments and the letter from Mr. Hughes. Mr. Self told me that I would not be evicted, that the contract was not being terminated, and that he would reach out to me at a later time to arrange a workout. After 2006, Mr. Self nor anyone from Greenwood Mills never followed up with me about the payments.

15. I remained in possession of the Property in reliance on Mr. Self's promise that the 2003 contract was still valid and that he would get in touch with me about a workout whenever he was ready.

16. I have remained in possession of the property at 341 Maxwell Avenue, operating my #1 Auto Care business as well as using and occupying the house on the property, continuously up through the present.

17. I maintained the property and kept the grass cut for that entire period of time.

18. I did not hear anything from Greenwood Mills, Inc., or from Mr. Self concerning the contract between 2006 and 2018.

19. In 2018, Plaintiff's attorney at the time, Bill Watkins, reached out to me about signing a

new contract. I explained to Mr. Watkins that I wanted to continue under the 2003 contract. Mr. Watkins told me that the 2003 contract was “over” and tried to get me to sign a new contract but the terms of that offer were significantly less favorable than the 2003 contract.

20. I did not agree to sign a new contract in 2018 because I still wanted to use the 2003 contract.

21. I sent a proof of funds letter regarding the 2003 contract to Bill Watkins. Watkins explained to me that I would have to reach out to Jay Self to discuss the property. I went to Self’s office and spoke with him and he told me that he would “get back with me”.

21. The Plaintiff’s current attorney, Brandon Smith, has had my personal cell phone number and email address since at least 2021.

22. Both Bill Watkins and Brandon Smith had my contact information, including my email address and cell phone number, both of which have remained the same for over fifteen years.

23. In 2021, I received a phone call from Brandon Smith concerning the property and the new contract. I agreed to meet with Brandon Smith at his office. Brandon Smith and I discussed issues about the property. In that meeting I told Smith about the 2003 contract where I purchased all of the property including the house. We disagreed on some of the issues. One of the issues that we agreed on was that all of the property was included in the 2003 contract. Brandon Smith took out his cell phone and looked at the tax map and confirmed that the properties were one parcel. Smith then altered the contract to include both the residential and commercial properties and initialed the changes. He then explained to me that if I signed it he would take the contract to Mr. Self and there would be a deal. He gave me until the end of the week otherwise he would initiate the eviction process. I advised him again that I was not willing

to sign at that time. At the conclusion of the meeting, Smith asked for my email address and indicated that he would take it to Self. The next day, I received an email from Smith stating that Self wasn't willing to sell me all of the property and that the only portion he was willing to sell was the commercial portion. Following this meeting, I attempted to reach Self on his cell phone but he would not answer. My attorney then reached out to Smith and they discussed the contract. Prior to my signing the 2021 contract, I filed a lis pendens disputing the ownership of the parcel. I signed the 2021 contract under protest and duress, but never received a signed copy from Self or Smith. Upon information and belief, the 2021 contract was never executed by Self and therefore was invalid meaning that the 2003 contract remained in place. In addition, Self testified that he never received the earnest money for the 2021 contract despite Mr. White performing by providing the earnest money. Self never accepted the earnest money. This means that there was no consideration for a new contract. My mortgage company requested a fully executed contract which I never received from Self. I never received notice of breach of any contract. The contract was invalid and expired and I should receive rescission. There was no novation.

24. During the first week of August 2022, Plaintiff demolished the house on the property with all of my personal belongings in it without giving me any notice whatsoever, despite the fact that Plaintiff, Mr. Self, and Plaintiff's attorney Brandon Smith were in possession of my personal cell phone number and email address.

25. I found out about the house being demolished after the fact from the man I hired to cut the grass on the property.

26. As soon as I found out about the house being demolished, I was furious and immediately drove down to see for myself if it was true because I could not believe it.

27. I drove to the Greenwood County Courthouse to find out how this happened without any

notice to me. The county employees told me that Plaintiff took out a permit to demolish the house. On the day I spoke with those county courthouse employees, they did not have any record of any complaints or problems with the house or its condition.

28. When the house was demolished, all of my personal belongings inside were destroyed.

29. Plaintiff knew that the house was full of my personal belongings because Plaintiff sent someone to break into the house and take photos of the interior and its contents prior to destroying the house.

30. Plaintiff did not have my permission to enter the house and take photos of my things.

31. Plaintiff also destroyed my personal papers and files, which contained records that would be helpful to me in the instant case, including records of the three years of payments that I made under the 2003 contract. As a result of Plaintiff's wrongdoing, I have been forced to defend myself in this case without the benefit of those records.

32. Plaintiff filed this breach of contract action prior to demolishing the house, but I was not served with the summons and complaint in that action until September 2022, after the house was destroyed.

33. Plaintiff did not file an eviction proceeding prior to demolishing the house.

34. Plaintiff did not file a foreclosure action prior to demolishing the house.

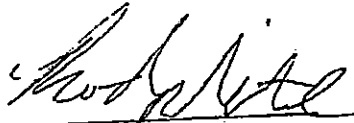
35. Plaintiff did not warn me or give me an opportunity to remove my belongings before it demolished the house.

36. Plaintiff did not give me any notice or warning whatsoever concerning its intention to destroy the house and everything inside it.

37. The personal items and records that were inside the house are irreplaceable and hold tremendous personal value to me, and their loss has caused me to suffer not only

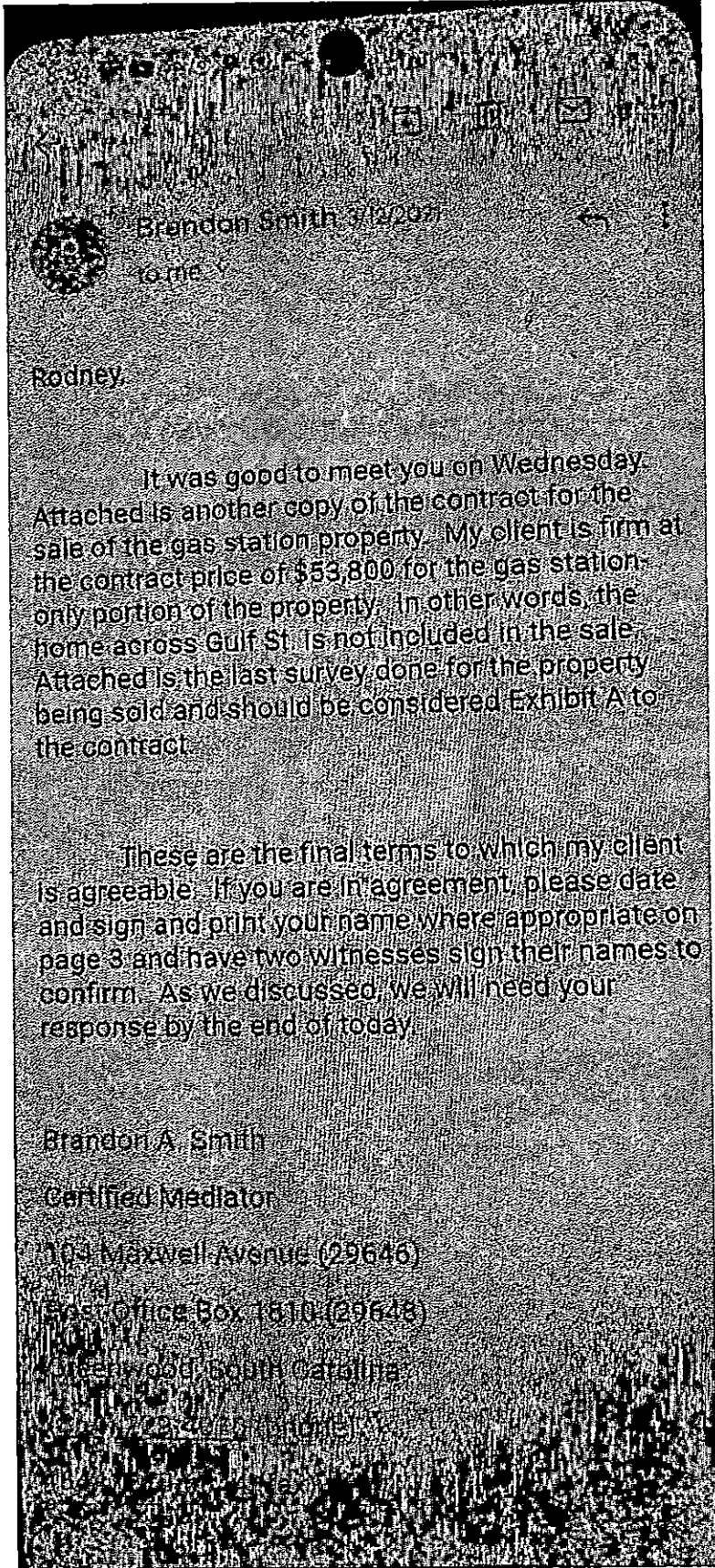
monetary loss but also significant anxiety, pain and mental anguish.

38. This affidavit is submitted in opposition to the Plaintiff's Motion for Summary Judgment.


Rodney White

SWORN to and subscribed before me
This 10th day of November 2024


Notary Public for South Carolina
My Commission Expires Feb 25, 2032



Brandon Smith 3/12/2021
to me

Rodney,

It was good to meet you on Wednesday. Attached is another copy of the contract for the sale of the gas station property. My client is firm at the contract price of \$53,800 for the gas station only portion of the property. In other words, the home across Gulf St. is not included in the sale. Attached is the last survey done for the property being sold and should be considered Exhibit A to the contract.

These are the final terms to which my client is agreeable. If you are in agreement, please date and sign and print your name where appropriate on page 3 and have two witnesses sign their names to confirm. As we discussed, we will need your response by the end of today.

Brandon A. Smith
Certified Mediator
103 Maxwell Avenue (29646)
Post Office Box 1810 (29648)
Greenwood, South Carolina
336-234-0033 (Home)

LAW OFFICE

**THE GARRETT LAW FIRM, P.C.
ATTORNEY AND COUNSELOR AT LAW**

109 Oak Avenue
Greenwood, South Carolina 29646

Billy J. Garrett, Jr.

Telephone: (864) 229-8000
Facsimile: (864) 229-8001
billygarrettjr@yahoo.com

July 22, 2021

Personal and Confidential

Mr. Rodney White
341 Maxwell Ave.
Greenwood, SC 29646

Dear Rodney:

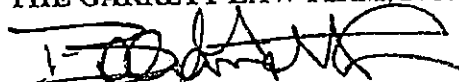
I got a call this A.M. from Brandon Smith. He wanted to know if I would accept service of the law suit to remove you from the premises. I told him no. That he would need to serve you directly. I have warned you numerous times that it was unlikely that Jay Self would extend the contract beyond the last extension. I advised him that you had gotten the survey.

Your only avenue at this time is to pay him in full for the property under an "Equity of Redemption." Apparently, the family of Josh Norman called Brandon, but Brandon refused to give you any further leeway. There is nothing further that I am willing to do for you in this matter. I am not willing to take this case to court as I am now a material witness.

With kind regards,

I am cordially yours,

THE GARRETT LAW FIRM, P.C.


Billy J. Garrett, Jr.

STATE OF SOUTH CAROLINA
COUNTY OF GREENWOOD
IN THE COURT OF COMMON PLEAS
2021-CP-24-00784

GREENWOOD MILLS, INC.
PLAINTIFF,

vs.

RODNEY WHITE

DEFENDANT.

H E A R I N G
BEFORE THE HONORABLE CHUCK WATSON

DATE: NOVEMBER 6, 2024
LOCATION: WATSON & DREW, LLC
333 MAIN STREET
GREENWOOD, SOUTH CAROLINA 29646

REPORTED BY: TRACY MARTIN

LEGAL EAGLE
Post Office Box 5682
Greenville, South Carolina 29606
864-467-1373
depos@legaleagleinc.com

APPEARANCES:

BRANDON A. SMITH, ESQUIRE
THE LAW OFFICES OF BRANDON A. SMITH, LLC
POST OFFICE BOX 1810
GREENWOOD, SOUTH CAROLINA 29648
bsmith@basmithlaw.com

ATTORNEY FOR THE PLAINTIFF

AARON V. WALLACE, ESQUIRE
WALLACE LAW FIRM
AARON WALLACE
1416 LAUREL STREET, STE B
COLUMBIA, SOUTH CAROLINA 29201
awallace@wallacefirmssc.com

ATTORNEY FOR THE DEFENDANT

ALSO PRESENT: JAY SELF

CAMALA HINKLE

INDEX

PROCEEDINGS	4
CERTIFICATE OF COURT REPORTER.....	26

EXHIBITS

(NONE MARKED)

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

P R O C E E D I N G S

1 MR. SMITH: All right. So good morning Brandon Smith
2 for Greenwood Mills. We're here specifically on the motion
3 for summary judgment. With me here today is Jay Self
4 principal of Greenwood Mills and Camala Hinkle, who's
5 involved in this matter, as well. We submit this motion for
6 summary judgment should serve to narrow the issues for the
7 court to decide. And, again, this motion is not directed at
8 all towards the Defendant's counterclaim for destruction of
9 property.

10 That's -- that's a completely separate matter. But
11 Judge, I know you mentioned that you had read a lot of
12 background on this, but, to give you a
13 -- a brief chronological recap, just -- just for the benefit
14 of the court. My client has owned -- this -- this -- this --
15 case involves property at 341 Maxwell Avenue. Probably
16 familiar with it. Right next to where the tree fell and
17 killed the guy.

18 JUDGE WATSON: It's right, where the Old Gulf Station
19 is?

20 MR. SMITH: It is the Old Gulf Station. That's right.
21 So my client, Greenwood Mills, has owned that property, 341
22 Maxwell Avenue for 91 years, since 1933. This parcel is
23 unique in that it contains property on both sides of Gulf
24 Street, on the East side and the West side of Gulf Street.
25 And so I do think it 108 go over it briefly. And to

1 the extent it's relevant to establish the basis for the
2 relationship and for Mr. White's presence on the property
3 before the governing 2021 contract.

4 Mr. White began his presence on my client's property as
5 a tenant. I think, even there -- even before there was a
6 contract to purchase. I think, he -- for a short while, was
7 there as a as a tenant, before he entered into a contract
8 purchase. In 2003, the parties enter -- entered into a
9 seller finance contract for a total of \$50,300. For the sale
10 of at least -- at least a portion of the property. And I'm
11 going to give you, kind of, uncontroverted facts here.

12 JUDGE WATSON: I've read the contract.

13 MR. SMITH: Okay.

14 JUDGE WATSON: Yeah.

15 MR. SMITH: So there's -- Mr. -- Mr. White takes
16 position that the 2003 contract was for the entire parcel.
17 Just looking at the face of the contract, it shows that it
18 was just for the East side. Regardless, that's, kind of,
19 immaterial. Because the 2021 contract supersedes everything.
20 But it's in the -- in disputed that the Defendant defaulted,
21 after -- on the 2003 contract. After making only several
22 monthly payments. It's -- it's undisputed that Mr. Self, on
23 behalf of Greenwood Mills, allowed him to remain on the
24 property indefinitely.

25 It's undisputed that 18 years later, in 2021, the

1 parties entered into a new contract for the sale of the
2 entire parcel for \$95,000. Nearly double the amount of the
3 previous contract. That one was not seller financed. And
4 for that one, the Defendant made only an earnest money
5 payment of \$1,000 towards the total purchase price before
6 being unable to finance the remaining 94,000. So, again, the
7 2021 contract served as a novation to the 2003 contract. And
8 the -- the Defendant confirms this as a novation, the 11th
9 defense, in his answer to our amended contract.

10 That the 2021 contract did supplant the 2003 contract.
11 He further confirms in his answer that he breached this
12 contract and that my client provided notice of termination of
13 that contract. We provided notice of termination to his then
14 counsel on July 27, 2021. If there's any dispute as to
15 whether that he ever received notice of that termination --
16 that's what this entire lawsuit is -- is notice of
17 termination of that contract. But, again, we believe that
18 contract is the only one that's relevant. But ---

19 JUDGE WATSON: Let me interrupt you for just a second.

20 MR. SMITH: Sure.

21 JUDGE WATSON: Does the Defendant dispute 2021 contract
22 is a novation?

23 MR. WALLACE: Well, Your Honor, in essence, we don't
24 dispute. Well, no, my client is -- makes the -- has the
25 position that the 2003 contract is the one that governs. He -

1 - his position is that he was forced into the 2021 contract
2 under undo duress. That -- and he didn't understand it. And
3 that specifically, the 2003 contract should govern. But even
4 if the 2021 contract governs -- even if it governs, my client
5 never received any notice of termination.

6 We can look at Mr. Self's deposition on page 78. He
7 testified he never signed a termination letter for the 2021
8 contract. He never directed anyone to send a written
9 termination letter. And specifically, my client position is
10 that he never received notice. So our case is about the
11 equity of redemption. He should have been allowed to redeem
12 the property under both the 2003 contract, which he says he
13 made payments more than a couple of months. It was several
14 years.

15 JUDGE WATSON: Let's stay on the 2021 for just a second.

16 MR. WALLACE: Okay.

17 JUDGE WATSON: It had an expiration closing day of May
18 31st. Did he close prior to May 31st?

19 MR. WALLACE: No, he did not. My understanding is that
20 he -- I know -- I think it is -- I'm thinking about 2018,
21 when he had a funding letter. But he did not close prior to
22 May 31st. No, sir, Your Honor.

23 JUDGE WATSON: So did the contract expire?

24 MR. WALLACE: That -- that is an argument that the
25 contract expired. But in either event, he was still present

1 on the property, utilizing the property, living in the
2 property. So regardless, of the 2021 expiration date or
3 whatnot, we believe that he had equitable interest in the
4 property.

5 MR. SELF: He cannot live in the property.

6 JUDGE WATSON: Okay. So. All right. Go ahead and
7 finish (inaudible)

8 MR. WALLACE: Yeah.

9 JUDGE WATSON: Just wanted to understand which contract
10 we're talking about.

11 MR. SMITH: Sure. The 2021 contract was entered into --
12 Mr. White was represented by Counsel at the time. Is first of
13 a number of counsels that's represented him. And I know Mr.
14 Wallace is coming in, kind of, at the 11th hour and is
15 catching up. But he was represented by Billy Garrett at the
16 time. I have the July 27, 2021 email that I sent to Mr. --
17 Senator Garrett terminating the contract. Again, it did
18 expire. And I'm going to ---

19 JUDGE WATSON: Hold on, let me look at one more thing.

20 MR. SMITH: Sure thing.

21 JUDGE WATSON: Did he plead to undo the 2021 contract?

22 MR. WALLACE: Let me see.

23 JUDGE WATSON: I see his trespass.

24 MR. WALLACE: And I don't think he pled to it.

25 JUDGE WATSON: (Inaudible) redemption.

1 MR. WALLACE: I'm coming in at the last minute.

2 JUDGE WATSON: I understand.

3 MR. WALLACE: But I think that -- but I think that that
4 will be something, you know, we can amend our complaint even
5 a trial. I think that's something that's a salient issue
6 that needs to be addressed. He brought those issues up to
7 me. And I want to make sure that we at least address them.

8 JUDGE WATSON: Well, I mean, if it's not plead.

9 MR. SMITH: But Judge, I want to just stress that today
10 we're really only here to discuss title. I understand Mr.
11 White wants his day in court. Whether it's before you or
12 before a jury, but, right now, all we
13 know ---

14 JUDGE WATSON: It's going to be in front of me.

15 MR. SMITH: Right. I know -- I know that the request
16 was made late last night for a jury trial. And we can deal
17 with that later. But this -- this motion simply is to seek
18 several things, to confirm judicial -- judicial -- judicial
19 confirmation that the 2021 contract is over, to remove the
20 Lis Pendens that Mr. White filed on the property, and to give
21 him a reasonable amount of time to remove his property, his
22 personal property from anywhere at 341 Maxwell Avenue.

23 Again, I think, it's very clear that the 2021 contract,
24 that was for the entire parcel was a novation of the 2003
25 contract. So I think -- I probably, I'm going to do it under

1 protest, but, I'm going to address the 2003 contract, to the
2 extent it's potentially relevant. I originally, bring it up
3 just to establish the basis for their relationship, but, to
4 the extent that it's relevant. The -- the actual physical
5 evidence shows that Mr. White made a down payment of \$5,000.
6 And then six subsequent payments.

7 Those -- those six payments averaged about \$526. Those
8 were six payments out of 178 payments. So even giving Mr.
9 White, the benefit of the doubt, with any -- without looking
10 at the supporting documentation that shows six payments. And
11 based solely on his rather rambling testimony, deposition
12 testimony, that he paid about two years worth of payments and
13 then hasn't paid anything in 20 years. Or is declared in Mr.
14 Wallace's memo that he made three years worth of payments.
15 Either one of those still doesn't rise to the level of
16 equitable redemption.

17 But putting aside that, we know that the amount of
18 payments he made had to have been less than two years worth.
19 Because in his answer, he admits that Mr. Self, in 2004,
20 allowed him to remain on the property indefinitely without
21 making any payments. And that would have been less than two
22 years after he entered into the February 2003 contract. So
23 we know that there had to have been less than two years worth
24 of payments.

25 There's no authority that we -- again, even giving him

1 the benefit of the doubt, based solely on Mr. Wallace's
2 memorandum of three years, 36 payments out of 178 is not
3 sufficient for equitable redemption. In install, I don't
4 just dispute that in certain circumstances installment
5 contracts, there is an equitable right of redemption.

6 But one thing the court will review, is the amount of
7 the purchaser -- purchasers equity and Mr. Wallace cites
8 Lewis versus Premium Investment Corporation. In that case,
9 they granted him an equitable right of redemption. But in
10 that case, the purchaser had made 141 out of the 182
11 scheduled payments.

12 JUDGE WATSON: Yeah, I am familiar with that.

13 MR. SMITH: A very -- payment schedule very similar to
14 this one. And that is much more than than less than two
15 years worth out of 14 years. So, again, it's undisputed that
16 my -- my client, graciously allowed Mr. White to remain on
17 the property rent free from around the latter part of 2003
18 until my client attempted, again, in 2018, with Mr. Bill
19 Watkins, to contract for the sale of property.

20 So it -- I mean, quite frankly, it was disappointing and
21 offensive that -- and although, at this point not surprising,
22 that Mr. White claimed to own the property by adverse
23 possession. Predictably, in July of last year, Judge Addie
24 ruled against defendant's adverse possession claim, as a
25 matter of law, on our Motion for Judgment on the pleadings.

1 And so I think I just want to confirm that why -- what -- the
2 reason this is not a judgment on the pleadings is because I
3 do -- I am referring to his deposition testimony.

4 JUDGE WATSON: I have not seen his deposition. I've
5 seen Mr. Self's.

6 MR. SMITH: Okay. I produced the relevant portion of
7 his deposition testimony.

8 JUDGE WATSON: I do have his affidavit and I read his
9 affidavit.

10 MR. SMITH: Sure. I do have the relevant portion of his
11 testimony.

12 JUDGE WATSON: Do you have a copy of his deposition?

13 MR. WALLACE: I do have a copy of the deposition.

14 JUDGE WATSON: Okay.

15 MR. SMITH: And that's really just to establish the the
16 2003 contract. Again, I don't believe it's pertinent to the
17 2021 contract, but, that -- that just simply establishes the
18 -- his testimony about two years worth of payments on the
19 2003 contract. So, but, anyway, Judge Addie, in ruling in
20 July of 2023 and following up, in October of 2023, stated
21 that the court struggles to see how Defendant could prevail
22 in obtaining the property, even after accounting for
23 Defendant's latches and novation arguments.

24 At that time, Judge Addie found summary judgment to be
25 premature, and, apparently, just because he he instructed --

1 he wanted to see the complaint amended to include language
2 about the 2021 contract. Which we did and now we are here.
3 So in conclusion, this motion deals only with title to the
4 real property. My client simply seeks to have its property
5 unencumbered. There exists no genuine issues of material
6 fact in that specific regard.

7 My client could have simply towed all the vehicles,
8 removed all the property, but chose to -- attempted to be as
9 responsible as possible, when considering the unique
10 circumstances of this case. While the background is a little
11 unique, the facts are pretty straightforward at this -- this
12 juncture. So we simply seek a judicial confirmation of
13 cancelation of the contract, or the -- the fact that it
14 lapsed, it terminated, or it expired.

15 A reasonable amount of time for the Defendant --
16 Defendant to remove any remaining personal property items
17 from the premises. We've got some photographic evidence that
18 shows his presence inside the filling station. And the
19 cancelation of any and all Lis pendens that have been filed by
20 the Defendant on the property. We're certainly eager to
21 litigate the Defendant's counterclaim. And that we can
22 address later is A, if -- the if -- if my client had a duty
23 not to dispose of the contents of the house. And if he had
24 such a -- if Greenwood Mills, had such a duty, the court's
25 determination of the actual value of those contents.

1 I know Defendant's Counsel in his motion, claims that
2 the demolition of the house, on the portion of the parcel,
3 West of Gulf Street is somehow relevant to this motion, but,
4 I would submit that it is not. And I certainly take issue
5 with that claim. But it's conceivably relevant to the
6 November 27th proceedings. But, again, based -- summary
7 judgment, solely based on the issue of real property
8 ownership. There's really no theory by which the Defendant
9 can assert any type of ownership or future ownership rights
10 on the property.

11 The end game remains the same now, as it did two years
12 ago, three years ago, as it does two years from now, the
13 Defendant breached the 2021 contract, breached the 2003
14 contract, and my client just simply seeks to have his
15 property rights confirmed.

16 MR. WALLACE: Typically, as it relates to the comments
17 that he breached the 2003 contract. He was given permission
18 by Mr. Self to remain on the land. So I don't -- I don't see
19 how that could constitute a breach. But either way, as it
20 relates to Lewis versus ---

21 MR. SELF: Breach was in not paying.

22 MR. WATSON: --- sir, I'm still talking.

23 MR. SELF: (Inaudible)

24 MR. WATSON: Thank you. Furthermore, I believe that the
25 court, Lewis versus Premium Investment Corporation discussed

1 -- as you're well aware, indicates that forfeiture provisions
2 are foreign in the law. The law doesn't favor forfeitures.
3 This is a person that lived on this property for 20 years.
4 He utilized the property. He lived in the house on the
5 second parcel of land.

6 And it's just our position that even if you made two
7 years worth of payments, his equitable interest, the amount
8 of equity he has might not have been as strong, but, he
9 certainly had an equitable interest in the property. There's
10 no hard line established in Lewis as to how many payments you
11 have to make in order to establish an equitable interest.
12 It's a totality of the circumstances that the court looks at.

13 And this is somebody that stayed on the land -- that --
14 the house was demolished without notice. He certainly had an
15 interest -- had an equitable interest in place. At least so
16 much as to get around summary judgment.

17 And regardless of that, we certainly -- if there's any
18 additional facts that he would want to flush out -- he
19 certainly would want to flush that out at trial or an
20 additional affidavit to be submitted to the court. And so
21 it's just our position that summary judgment at this point is
22 completely premature. The courts generally show a
23 willingness to intervene and provide relief to default
24 purchasers under certain circumstances. We believe that
25 these are the sort of circumstances that the role of equity

1 should come into place. And so respectfully, we request that
2 this motion be denied.

3 JUDGE WATSON: Okay. Anything else?

4 MR. SMITH: If I could just follow up briefly. I just
5 want to correct a statement made by Mr. Wallace.
6 Mr. -- Mr. White's own testimony states he did not live in
7 the house for 20 years. He testified that he lived in the
8 house for a brief period of time before he -- even claims to
9 have sublet it at some point. This was in the early 2000's.
10 His testimony is he lived there for a brief period in the
11 early 2000's.

12 The property was boarded up. We received -- I mean --
13 and this has been exchanged in discovery. We received notice
14 of condemnation notice from the city. That's why it was torn
15 down. The roof was falling in. There were no utilities on
16 the property. So that's just -- I mean, that -- that portion
17 is untrue.

18 JUDGE WATSON: But I think, what -- what relevance would
19 it have that he lived in the house? How would that give him
20 a right to redeem?

21 MR. WALLACE: Well, I just think that coupled with the
22 payments, that's the totality of the circumstances. It
23 should still be considered and looked at. Support equity. I
24 believe that the tear down house that somebody lived in. Had
25 their memorial memorabilia in. Had their mom's clothes.

1 The dad's baseball pictures in. All of that should come into
2 play along with the payments to support his equitable
3 redemption plan. He wanted to buy the property. He still --
4 he still wants to buy the property now. But ---

5 JUDGE WATSON: Is he able to?

6 MR. WALLACE: He's able. He told me he's able to -- he
7 told me he's able to. So I can take it for his word.

8 MR. SMITH: To the extent it's relevant, my client has
9 no interest in selling Mr. White the property. We've been
10 through it with him. No. No. Disrespect to him. But we're
11 not interested in entering into redeeming anything. The 2021
12 contract is expired. And no plans for -- for anything on it,
13 but, they're not interested in selling it.

14 JUDGE WATSON: Okay. Do you dispute the 2021 contract
15 superseded the 2003 contract?

16 MR. WALLACE: We do. We dispute that. We believe that
17 he was put into situation. And we believe that testimony
18 should be had on Ms. Self. We should be able to cross
19 examine him. Because my client's position is that Ms. Self
20 put him into a situation where he was placed in undo the
21 duress. And so we don't believe that the 2021 contract
22 supersedes the 2003. We believe that it should have stayed
23 in place.

24 JUDGE WATSON: But where in your pleadings have you
25 requested that the 2021 contract be set aside?

1 MR. WALLACE: Well, I believe that ---

2 JUDGE WATSON: I know it's not your pleadings.

3 MR. WALLACE: Yeah.

4 JUDGE WATSON: But in the Defendant's pleadings.

5 MR. WALLACE: It's not in the pleadings, but, I believe
6 it was in his testimony that he felt that he was under
7 durress. Give me a second. I see.

8 JUDGE WATSON: And if it's at summary judgment level,
9 how can I consider that if it's not in the pleadings. And
10 there's no -- let me look at his affidavit. There it is.

11 MR. WALLACE: I know -- if we look at I think it's page
12 62 of the testimony.

13 JUDGE WATSON: At who's testimony.

14 MR. WALLACE: Jay Self's testimony.

15 JUDGE WATSON: Give me just a second. I will pull that
16 up.

17 MR. WALLACE: Okay.

18 JUDGE WATSON: Let me go to Jay's deposition. Okay.
19 What page number?

20 MR. WALLACE: 62. I think, it's paragraphs 23 through
21 25.

22 JUDGE WATSON: Can you ask him about some type of
23 document?

24 MR. WALLACE: Yeah. Well, he was asking about the 2021
25 contract. I think, it was Mr. Self testified the 2021

1 contract that Brandon Smith said he altered and had
2 negotiations with. That he didn't recognize. He never seen
3 it. Never knew it existed. And that he never talked to
4 Brandon about the 2001 contract that was altered by Mr.
5 Smith.

6 JUDGE WATSON: Do we have a copy? I don't have any of
7 the exhibits from the deposition.

8 MR. WALLACE: Okay. I don't know if I have --- .

9 MR. SMITH: Your Honor, just to the extent -- and I do
10 have some -- some of his statements. They are regarding the
11 2021 contract. But with regard to him being under duress.
12 It's hard -- I want to bite my tongue. But I'm trying not to
13 dignify a response to that. Mr. White was represented by
14 Billy Garrett. The contract was negotiated. The original
15 draft of the contract was not for the entire portion parcel
16 of the property. I can tell you -- I don't always agree with
17 Senator Garrett, but, he competently represented Mr. White in
18 those negotiations.

19 JUDGE WATSON: I don't think I can get into that because
20 you -- you're going beyond what's ---

21 MR. SMITH: Sure.

22 JUDGE WATSON: I've got deposition of Mr. Self. I've
23 got an affidavit of Mr. White. And that -- I think that's
24 all I can consider at a summary judgment level.

25 MR. SMITH: And I guess, my point is ---

1 JUDGE WATSON: And pleadings.

2 MR. SMITH: My point is, if, he's got a claim that that
3 he's making now that he was under duress while he was
4 represented by counsel, I don't know how I could have played
5 into that, but, that's a claim he may have against Mr.
6 Garrett. It's not relevant to today's proceedings.

7 JUDGE WATSON: Well, it's also not before me. Because
8 it's not pled.

9 MR. SMITH: Right.

10 JUDGE WATSON: So there will be no ruling on that. In my
11 mind, it seems that the 2021 contract is going to be a
12 novation which replaced it, unless and until that contract is
13 some equitable flavor of undoing it. The contract did
14 expire. They did send a notice of termination to the lawyer
15 who was representing him. That seems cut and dry. I know
16 you're asking for equitable right of redemption. I'll have
17 to look into that. But I think, this is way different than
18 the Lewis case. All right. Anything else?

19 MR. SMITH: Your Honor, just if -- if there -- if -- if
20 you are reviewing equitable redemption as to the 2021
21 contract, again, he only made \$1,000 down payment as to that
22 contract. And that's -- I submit certainly doesn't rise to
23 any level worthy of equitable redemption.

24 JUDGE WATSON: Is that a decision I can make at summary
25 judgment stage? Or is that a finding of fact I have to make

1 after?

2 MR. SMITH: I think that's for a matter of -- that's a
3 matter of law for you to make.

4 JUDGE WATSON: And that's -- that's, kind of, what I
5 want to look into.

6 MR. WALLACE: Yes. Your Honor.

7 JUDGE WATSON: Because I tend -- I tend to agree that it
8 doesn't, but, I don't know that I can make that finding on
9 this stage.

10 MR. WALLACE: I don't -- I don't believe Your Honor,
11 that it would be appropriate to make that finding at ---

12 JUDGE WATSON: But ---

13 MR. WALLACE: --- summary judgment. Because the issue -
14 --

15 JUDGE WATSON: --- the facts are not in dispute. I'm
16 gonna have to think about that. And I'll issue an order. Do
17 you want to put Mr. White's deposition into evidence?

18 MR. WALLACE: Yes. I don't have it with me, but.

19 JUDGE WATSON: Can you email me a copy?

20 MR. WALLACE: I can email you a copy, yes.

21 MR. SMITH: I guess, Your Honor, just -- just finally --
22 conceivably inequitable right of redemption would apply in an
23 installment contract. But I don't believe it would apply in
24 the -- the governing 2021 contract. Because there was \$1,000
25 down payment and he was supposed to -- it wasn't seller

1 financed. He was -- he was attempting to obtain separate
2 financing. So I'm not aware of any case that would allow for
3 equitable redemption under those circumstances. Like I said,
4 certainly understand that it would -- it conceivably could
5 exist in installment contract.

6 JUDGE WATSON: Right.

7 MR. SMITH: But not under this.

8 MR. WALLACE: I would like to comment on that, too.

9 JUDGE WATSON: Okay.

10 MR. WALLACE: I would like to direct you to Kingsmore.
11 That court -- it was a bankruptcy case, but, it applied the
12 concepts of Lewis in the bankruptcy context, which I believe
13 that affirmed that a debtor can have an equitable right of
14 redemption, even though -- if it can have it in the chapter
15 13 plan. We believe that an equitable right of redemption
16 can be invoked in various legal context.

17 And I think it will be premature, without a further
18 development of the facts, to find that it couldn't apply we -
19 - you know, in the 2021 contract where he paid his earnest
20 money. I think that, given the broad umbrella in which Lewis
21 applies, I think, that -- that will be premature.

22 JUDGE WATSON: Well -- and Mr. Smith makes a good point
23 is that the 2021 was not an installment sale contract. And
24 I'm not aware of any case where a right of redemption has
25 ever been granted in a straight up contract for sale that

1 expired. Do you know where ---

2 MR. WALLACE: Well, I think that -- that's where an
3 examination of the facts and the circumstances may come into
4 play. There may not be a specific case, but, I don't think
5 that there's anything that prohibits that, given that the
6 right of redemption can apply in other circumstances. I
7 don't think that's -- I think it would take a finding of the
8 facts. And other facts. And look at the circumstance and
9 decide, you know, maybe, it does apply, maybe it doesn't
10 apply. But I think, if -- he should at least have a chance
11 to present it.

12 JUDGE WATSON: What facts do I have in front of me that
13 would -- that would support that?

14 MR. WALLACE: Well, we've got the earnest money payment.
15 We've got ---

16 JUDGE WATSON: \$1,000 earnest money. And then Mr.
17 Self's deposition. I think, there was a question of whether
18 it had been paid. Was it paid?

19 MR. SMITH: I believe it was.

20 JUDGE WATSON: Okay. So you all stipulate ---

21 MR. SMITH: We stipulate that it was paid.

22 MR. WALLACE: It was paid. Yes, sir.

23 JUDGE WATSON: That provided the consideration for the
24 contract. I'm going to research that point, but, I'm going
25 to tell you I am leaning into the argument that there is no

1 right of redemption. But I will research that before I issue
2 a final ruling on that.

3 MR. WALLACE: Okay. I'll check with my client and see
4 if there's any additional facts that will be helpful. I mean,
5 I think, we haven't had a chance to present any affidavit. I
6 mean, I think -- maybe, give us till Monday to submit
7 affidavit of some sort. So if there's anything additional, I
8 like to at least meet with my client, see whether or not he's
9 got any other facts that may make sense to develop it.

10 JUDGE WATSON: Okay. And then if you provide an
11 affidavit. Then I'll give you a chance to file something
12 responsive.

13 MR. SMITH: Sure. But like you said, I don't know that
14 there is anything responsive. I mean, the 2021 contract is
15 cut and dry. I would -- reading Lewis -- the -- there is --
16 there actually is no statutory right of equitable redemption.

17 JUDGE WATSON: It's common law.

18 MR. SMITH: It's common law. And it is actually limited
19 to installment contracts. So this -- the 2021 contract is
20 pretty cut and dry like any other contract. It expired
21 because it -- the payment wasn't made. And so I think it's,
22 -- it's a pretty simple, standard contract like you see.

23 JUDGE WATSON: Give me -- give me something by Monday.
24 If you have it.

25 MR. WALLACE: Yes, sir.

1 JUDGE WATSON: I'll give you till 12 o'clock on Monday.

2 MR. WALLACE: 12 o'clock, Monday. And thank you sir.

3 JUDGE WATSON: And make sure to copy, Mr. Smith.

4 MR. WALLACE: Yes, sir. I'll check to see if there's
5 anything. Any theory or something I will have it to you by
6 that time.

7 JUDGE WATSON: Okay. Anything else before we adjourn?

8 MR. SMITH: No, sir.

9 MR. WALLACE: No. Thank you. Your Honor.

10

11

12

13

14

15

16

17

18

19

20

21

22

23 (THERE BEING NO FURTHER QUESTIONS, THIS HEARING CONCLUDED AT 9:29

24 A.M.)

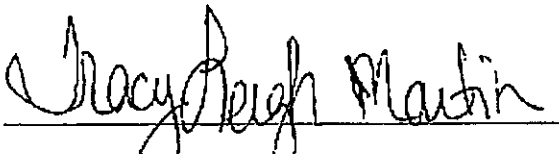
25

CERTIFICATE OF REPORTER

I, Tracy Martin, a Notary Public in and for the State of South Carolina, do hereby certify that the foregoing deposition was taken before me on the date and at the time and location stated on page 1 of this transcript.

That the deponent was duly sworn to testify to the truth, the whole truth, and nothing but the truth.

That I am not related to nor the employee of any of the parties hereto, nor related to or employed by any attorney or counsel employed by the parties hereto, nor interested in the outcome of this action.

A handwritten signature in cursive script, reading "Tracy Martin", is written over a horizontal line.

Tracy Martin, Court Reporter
Notary Public for S.C.
Commission Expires: June 3, 2034

Transcript of the Testimony of **Greenwood Mills v White**

Date: November 27, 2024



CREEL COURT REPORTING, INC.
Condensed Transcript and Word Index

1230 Richland Street
Columbia, SC 29201
Phone: (803) 252-3445
Email: contact@creelreporting.com
Internet: <https://creelreporting.com/>

Page 1

Page 3

1 STATE OF SOUTH CAROLINA) COURT OF COMMON PLEAS
 2 COUNTY OF GREENWOOD) C/A No. 2021-CP-24-00784
 3 Greenwood Mills, Inc.,)
 4 Plaintiff,)
 5 v.)
 6 Rodney White,)
 7 Defendant.)

HEARING

Wednesday, November 27, 2024
 9:08 a.m. - 12:05 p.m.

The hearing before the Honorable Chuck Watson,
 Special Referee for Greenwood County, was taken at
 333 Main Street, Greenwood, South Carolina on the
 27th day of November, 2024 before M. Sean Cary, Court
 Reporter and Notary Public in and for the State of
 South Carolina.

PLAINTIFF'S CASE

MS. LANE:
 Mr. Smith DIRECT EXAMINATION..... 81
 Mr. Wallace..... CROSS-EXAMINATION 94
 MR. GOINGS:
 Mr. Smith DIRECT EXAMINATION.....100
 Mr. Wallace..... CROSS-EXAMINATION106
 MS. HINKLE:
 Mr. Smith DIRECT EXAMINATION.....108
 Mr. Wallace..... CROSS-EXAMINATION106
 REBUTTAL WITNESS:
 MR. WHITE:
 Mr. Wallace DIRECT EXAMINATION.....163
 Mr. Smith..... CROSS-EXAMINATION121
 The Court..... QUESTIONS121
 MR. GOINGS:
 The Court QUESTIONS123
 CLOSING ARGUMENTS:
 Mr. Wallace.....124
 Mr. Smith.....125
 MOTION:
 Mr. Smith.....129
 RULING ON MOTION:.....130
 The Court.....
 Certificate0

Page 2

Page 4

1 APPEARANCES
 2 Brandon Smith, Esquire
 3 Moore, Taylor & Thomas, P.A.
 4 104 Maxwell Avenue
 5 Greenwood, South Carolina 29646
 6 Attorney for the Plaintiff
 7 Aaron Wallace, Esquire
 8 Wallace Law Firm
 9 1416 Laurel Street, Suite B
 10 Columbia, South Carolina 29201
 11 Attorney for the Defendant
 12 Also Present:
 13 Jay Self
 14 James Brazil

INDEX

OPENING STATEMENT: PAGE
 Mr. Wallace.....5
 MOTION FOR JURY TRIAL:
 Mr. Wallace.....5
 Mr. Smith.....RESPONSE.....6
 RULING ON MOTION:
 The Court.....6
 OPENING STATEMENT:
 Mr. Wallace.....7
 Mr. Smith.....12
 DEFENDANT'S CASE
 MR. WHITE:
 Mr. Wallace DIRECT EXAMINATION..... 14
 Mr. Smith..... CROSS-EXAMINATION 64
 MOTION:
 Mr. Wallace.....79
 RULING ON MOTION:
 The Court.....79
 MOTION:
 Mr. Smith.....80
 RULING ON MOTION:.....80
 The Court.....132

EXHIBITS

Defendant's Exhibit Number 1 21
 (Picture of No Trespassing sign)
 Defendant's Exhibit Number 2
 (List of assets) 46
 Plaintiff's Exhibit Number 1 72
 (Letter dated 7/22/21 to Mr. White from
 Mr. Garrett)
 Plaintiff's Exhibit Number 2 85
 (Order dated June 17th, 2022, from
 Ernie Davis)
 Plaintiff's Exhibit Number 3 88
 (Supplemental documents to Plaintiff's
 Exhibit Number 2)
 Plaintiff's Exhibit Number 4 91
 (Photograph of chimney of home)
 Plaintiff's Exhibit Number 5103
 (Photograph of doorway to home)
 Plaintiff's Exhibit Number 6103
 (Photograph of one side of roof of home)
 Plaintiff's Exhibit Number 7103
 (Photograph of other side of roof of home)
 Plaintiff's Exhibit Number 8103
 (Photograph of side of home)
 Plaintiff's Exhibit Number 9103
 (Photograph of room with ceiling caving)
 Plaintiff's Exhibit Number 10.....103
 (Photograph of interior with fireplace on left)
 Plaintiff's Exhibit Number 11.....103
 (Photograph of interior with black garbage
 bags)
 Plaintiff's Exhibit Number 12.....103
 (Photograph of interior with refrigerator)

Page 5

Page 7

1 OPENING STATEMENT BY MR. WALLACE:
2 MR. WALLACE: I'm here before you today to address a
3 grievous violation of the rights of my client,
4 an individual who was unlawfully evicted and
5 trespassed upon from regarding a residential
6 home. His home, while adjacent to commercial
7 property, is unequivocally residential in
8 nature.
9 THE COURT: Let me, let me interrupt you for just a
10 second. I think we, probably, ought to deal
11 with your motion for jury trial first.
12 MR. WALLACE: Okay. Yes.
13 THE COURT: So, so let's, let's do that.
14 MOTION FOR JURY TRIAL:
15 MR. WALLACE: Okay. Yes, in general, my client is
16 making this motion for a jury trial. He would
17 have made it earlier, but for a long period of
18 time he was unrepresented, pro se. He believes
19 that that will be his best avenue to get a fair
20 trial by having a jury of his peers. He feels
21 that a jury of his peers will relate to the
22 issues that are resonating in this case. They
23 will understand the, the aspect of the damages
24 that he's looking for. We feel that it is
25 every person's right to have a jury trial.

1 it's been referred to me by the Circuit Judge
2 and to hear the case and issue a final order.
3 And, and I don't know of any authority that
4 lets me do that. And -- but second, I do find
5 that he did waive his right to a jury trial.
6 I think under Rule 39 I have some discretion
7 assuming I have the authority to maybe grant a
8 jury trial after the fact, but after three
9 years I wouldn't exercise that discretion in
10 his favor.
11 MR. WALLACE: Thank you, Your Honor.
12 THE COURT: Now.
13 OPENING STATEMENT
14 MR. WALLACE: Okay. Again, as I was saying, this
15 home is adjacent to commercial property. We
16 believe it's unequivocally residential in
17 nature and, as such, it's protected under
18 specific statutes and laws designed to
19 safeguard individual's unjust eviction
20 practices and trespass. Rodney lived at one
21 point and utilized the Gulf Street property for
22 20 years before it was maliciously torn down by
23 the Plaintiff in this case. He still maintains
24 he lawfully owned an equitable interest in the
25 property, but understand the current state of

Page 6

Page 8

1 That is one of the basic constitutional rights,
2 and it goes to fairness of the judicial system.
3 And we believe that this, this jury trial
4 request, although it's later than usual, we
5 think that it, it makes sense. We're dealing
6 with the issue of the counterclaims today.
7 Those issues have been narrowed down, at this
8 point. Of course we disagree, but we
9 understand the Court's ruling. So at this
10 point, you know, we're respectful --
11 respectfully requesting that we have a right --
12 that we get a jury trial.
13 THE COURT: Okay. Mr. Smith.
14 RESPONSE
15 MR. SMITH: Yeah, honestly, we, we really don't care
16 who the tryer of fact is, but for the interest
17 of time and judicial economy, this is, this is
18 Mr. White's third counsel. He was represented
19 for a long time and under Rule 38-B, he waived
20 his right to a jury trial, a long time ago.
21 RULING ON MOTION
22 THE COURT: And I'm going to rule -- I'm going to
23 deny your request for a jury trial for two
24 reasons. Primarily, one is I don't think I
25 have authority to grant a jury trial because

1 the courts ruling. It was torn down without
2 notice to him. It was torn down after the
3 Plaintiff had knowledge he was living in and
4 utilizing the property. It was torn down
5 despite Mr. White not being evicted from the
6 property. It was torn down despite my client
7 having No Trespass signs on the property, which
8 were disregarded. My client's eviction was
9 executed in stark violation of South Carolina
10 Code, which outline -- clearly outlines the
11 grounds for which an individual may be lawfully
12 ejected. It's my position that these grounds
13 will not justifiably invoked to warrant the
14 eviction of my client. Mr. White was given no
15 notice, nor was any attempt to communicate a
16 breach that could have warranted an eviction
17 under this legal framework. Additionally, the
18 process for ejectment requires a written rule
19 from a Magistrate giving my client the
20 opportunity to vacate the premises or show
21 cause why he should not be ejected. This was
22 not followed. This procedures is, is required
23 in both residential and commercial properties.
24 You cannot evict someone without first
25 obtaining a writ. This procedural safeguard is

2 (Pages 5 to 8)

Page 9

Page 11

1 critical in ensuring that individuals are given
 2 a fair opportunity to address any claims
 3 against them prior to eviction. Finally, the
 4 2021 contract, which so much ado has been made
 5 about, requires that notice be given prior to
 6 my client being removed from the premises. And
 7 again, we believe a 2003 contract was, was
 8 controlling, but at the same time, regardless,
 9 there should be some sort of notice given to
 10 Mr. White before he was evicted from the
 11 premises. The abrupt and unlawful eviction of
 12 my client not only disregards the statutory
 13 requirement set forth by the South Carolina
 14 Code, but also inflicted undue hardship, stress
 15 and financial strain on Mr. White. This case
 16 is not merely about the wrongful eviction of
 17 Mr. White, it's a testament to the importance
 18 of adhering to the rule of law and ensuring
 19 that the rights of individuals are not trampled
 20 upon by those who chose to ignore legal
 21 obligations for their gain. Now, how has this
 22 affected Mr. White? Mr. White has been
 23 ultimately devastated. He lost memorabilia and
 24 pictures of his father. He lost possessions
 25 owned by his mother. Mr. White can't get these

1 this does not matter as it relates to the law
 2 of trespass. South Carolina Law emphasized
 3 intentionality behind the act of trespass. It
 4 is not explicitly required that the trespasser
 5 be aware they are committing a legal wrong by
 6 trespassing. The focus is more on the
 7 deliberate nature of the act of entering or
 8 remaining on someone else's property without
 9 permission. Therefore, the knowledge
 10 requirement of trespass action in South
 11 Carolina is more about the intentional act of
 12 invasion rather than a subjective understanding
 13 of trespassing as a legal concept. In
 14 conclusion, I'm hopeful that this Court will
 15 take into consideration what was done to Mr.
 16 White and award both actual and punitive
 17 damages to Mr. White for his losses. Thank
 18 you.
 19 THE COURT: Okay. And so what, what relief are you
 20 asking?
 21 MR. SMITH: We, we want both, actual and punitive
 22 damages.
 23 THE COURT: What actuals?
 24 MR. WALLACE: Well, Mr. White is -- there a lot of
 25 things he needs to testify to ---

Page 10

Page 12

1 memories back. Now the Plaintiff will attempt
 2 to have you believe that there was nothing but
 3 trash in the home. Nothing could be further
 4 from the truth. It's convenient that the
 5 Plaintiff took pictures of some of the property
 6 in the home. They took pictures that were
 7 beneficial to them. They did not preserve
 8 pictures of the entire home. They did not
 9 preserve pictures of Mr. White's losses. They
 10 did what helped justify the decision to destroy
 11 Mr. White's possessions. The home was never
 12 condemned. Anything to the contrary is false.
 13 My client appreciates the grace of Mr. Self and
 14 his staying in the home for the first 20 years,
 15 but what occurred here is just malicious. What
 16 is even worse is the fact that my client
 17 informed Mr. Smith that he was utilizing the
 18 entire parcel, to include the home, shortly
 19 before it was destroyed. We're here today to
 20 seek justice for Mr. White, to rectify the
 21 wrongs that have been committed and to ensure
 22 that such blatant disregard for individual
 23 rights and legal procedures is not left
 24 unaddressed. Plaintiff will try to say they
 25 didn't know Mr. White was in the home. But

1 THE COURT: Okay.
 2 MR. WALLACE: --- in terms, in terms of the specific
 3 items that he recalls and what he believes
 4 should be awarded, so I want to, actually, have
 5 his testimony on the record ---
 6 THE COURT: Okay.
 7 MR. WALLACE: --- before we get to that.
 8 THE COURT: Mr. Smith.
 9 OPENING STATEMENT
 10 MR. SMITH: Yeah. Thanks, Your Honor. If this was
 11 an opening statement, I would just be, be short
 12 and state that the question is whether my
 13 client had any knowledge or duty to notify Mr.
 14 White of the, of the demolition of a condemned
 15 house. I, I think -- I, I feel pretty
 16 confident that the evidence will s- -- will,
 17 will show that their -- that my client had no
 18 knowledge of Mr. White's usage of the house.
 19 We've, we've been through the, the facts about
 20 Mr. White's usage of the filling station east
 21 of Gulf Street. You're gonna hear a lot of
 22 testimony about the, the usage of the property
 23 at 341 Maxwell, east of Gulf Street and west of
 24 Gulf Street. West of, west of Gulf Street, I
 25 believe, the post office listed as 111 Gulf

Page 13

1 Street. But, at no time did my client have any
 2 knowledge that Mr. White was using the house
 3 that was listed together as part of that
 4 parcel. And if, for whatever reason, the Court
 5 finds that there was a duty to, to have known
 6 that, the question is valuation of that
 7 property. And I think the evidence will be
 8 clear as to the state of the property and the
 9 inability of Mr. White to, to, to reliably
 10 value that property.
 11 THE COURT: Okay. Call your first witness.
 12 DEFENDANT'S CASE:
 13 MR. WALLACE: I'd like to call Mr. White.
 14 THE COURT: Mr. White, raise your right hand?
 15 MR. WHITE: (Witness complies.)
 16 THE COURT: Do you solemnly swear the testimony you
 17 give will be the truth, the whole truth and
 18 nothing but the truth?
 19 MR. WHITE: Yes, sir, I do.
 20 THE COURT: I don't care if you keep your ---
 21 MR. WHITE: Okay.
 22 THE COURT: Obviously, I, I'm informal.
 23 MR. WHITE: I'm so used to keeping my hat on. I
 24 apologize.
 25 THE COURT: I'm retired. I don't wear a tie.

Page 14

1 DEFENDANT'S CASE
 2 RODNEY LEWIS WHITE, having been duly sworn, testifies
 3 as follows:
 4 MR. WHITE - DIRECT EXAMINATION BY MR. WALLACE:
 5 Q: Okay. Mr. White, how you doing?
 6 A: I'm doing fine.
 7 Q: Okay. Please state your full name for the
 8 record?
 9 A: Rodney Lewis White.
 10 Q: Okay. Tell me, how did you come to utilize the
 11 Gulf Street property?
 12 A: Well, if I can be candidly speaking, in 1998 I
 13 rented the property from Greenwood Petroleum.
 14 I leased the property from Greenwood Petroleum
 15 from 98 to 2001, I think, then they turned it
 16 back. They sent me a letter saying they was --
 17 they had no more interest in the property
 18 because they had gas tanks for over 30 years.
 19 So they turned the property back over to the
 20 owner, they said. So they told me to contact
 21 Century 21. I think that's a sister company to
 22 Greenwood Mills. So I spoke with Century 21.
 23 So I think Furman, Furman Self is over the real
 24 estate part. So I met with Furman and we just
 25 transferred the lease from there to him. So I

Page 15

1 leased it from Century 21 for, probably like
 2 maybe, a year and then, I think, Robert Haney,
 3 Bob Haney approached me and said that Greenwood
 4 Mills wanted to sell the property, and was I
 5 interested? And I said, yes. And so he said,
 6 well, we'll get back with you. So in,
 7 probably, 2000 and, late 2002, Mr. Jay Self
 8 comes to the, the business and he introduced
 9 himself as the owner, and we shook hands. And
 10 he said, I own the property. He said, you, you
 11 interested in buying it? I said, yes, sir, but
 12 I don't have the funding, I don't, I don't have
 13 money, you know, my credit. He said, well,
 14 what if I did owner financing? Can you do it?
 15 I said, yes. So he agreed to do all financing.
 16 At that time, I was just renting the gas
 17 station portion for, probably, two years --
 18 just the gas station portion only. I knew, I
 19 knew nothing about the lot across the street.
 20 Mr. Self tells me that all the property is
 21 included. So I was thrilled. I was, like, I
 22 get a house too? So we entered into the 2003
 23 contract. And after we signed the contract,
 24 the tenant that was in the house, she came to
 25 the car lot, and she said I heard you bought

Page 16

1 the property. Are you going up on the rent?
 2 And I, and I, I guess what I said, how much is
 3 rent? She said my ---
 4 MR. SMITH: Yeah, I would object to some hearsay
 5 with folks that aren't here.
 6 MR. WALLACE: I would say that hearsay goes to the
 7 truth of the matter asserted. The, the issue
 8 is not whether or not he went up on the rent.
 9 He's just giving this as far as background
 10 information, so I would, I would say it's a
 11 hearsay exception.
 12 THE COURT: This is non-jury and, obviously, I'm not
 13 going to consider anything, and I'll give you
 14 a continuing objection over ---
 15 MR. SMITH: Sure.
 16 THE COURT: --- all hearsay.
 17 MR. SMITH: Thank you.
 18 THE COURT: So but ---
 19 MR. SMITH: Thank you.
 20 THE COURT: --- I'm not, I'm not going to consider
 21 things that people say that aren't here to
 22 testify.
 23 MR. WHITE: Okay.
 24 A: --- so, after that part, I, I spoke with him
 25 about it and they moved out, probably, shortly

4 (Pages 13 to 16)

Page 17

Page 19

1 after, like a month after. So after that I
 2 moved in. I went to CPWI, I had the
 3 electricity put in my name, everything in my
 4 name. Probably, during the first -- after the
 5 con- -- after signing the contract, probably,
 6 after the first, I'd say -- I don't know -- I
 7 know it wasn't months -- probably going into
 8 the second year, I was having problems paying,
 9 difficulty paying on the, the mortgage that we
 10 had. And I spoke with Mr. Self and he told me
 11 he'll -- we'll work something out. We'll get
 12 back together. But I'm sorry, I kind of got
 13 sidetracked a little bit from the question, but
 14 I was trying to get back to it. So that's when
 15 I first utilized the property in 2003. After,
 16 but I never had access for two years prior, so
 17 after I signed the contract, I had the
 18 property. Nobody never told me that I was
 19 trespassing. They didn't say, look that
 20 property didn't -- you didn't buy that
 21 property. It was the understanding that all
 22 the property was together. There was one tax
 23 ID number. We never got a survey. In the
 24 first contract, it said that I would be paying
 25 taxes. The taxes was escrowed in, so if I was

1 MR. WHITE: Okay, okay.
 2 Q: Very good. How did you util- -- utilize the
 3 property?
 4 A: I lived in it. I rented it out and I stored
 5 personal property in it over the years.
 6 Q: Okay. Did you have No Trespassing signs up?
 7 A: Yes, sir.
 8 Q: Okay. I want to introduce this. I'm sorry, I
 9 don't -- I didn't have a copy of it, but it's
 10 just a Trespassing sign.
 11 MR. SMITH: Sure. But I, I don't recall that being
 12 disclosed in discovery along with a number of
 13 other things, but -- so -- I don't know where
 14 that is, when that photo was taken, it's never
 15 been disclosed to me, so I would object to it.
 16 THE COURT: Give me your specific reason, your
 17 objection.
 18 MR. SMITH: Well, there's -- it, it's, it has not
 19 been produced until today and there's been no
 20 testimony about where that is, when the photo
 21 was taken ...
 22 THE COURT: Okay. We -- he can lay a better
 23 foundation on that, but as far as discovery,
 24 address that. What discovery have you
 25 submitted?

Page 18

Page 20

1 -- if I bought just one part, why did I pay
 2 taxes on the whole parcel? It was one parcel
 3 and, and the sad part about it is, and I'm
 4 gonna, I'm just gonna speak candidly. I
 5 respect Mr. Self so much, man. I admire him so
 6 much. And when he told me that I bought a
 7 property, and then I hear 20 years later that
 8 he didn't know I bought it, it was, like, it
 9 broke my heart. Actually, I spoke with Furman
 10 himself, his brother, about the house,
 11 probably, years back when we finally had a
 12 conversation about it, and we, we just talked
 13 about different little stuff. So everybody
 14 knew I bought the house. So the sad part to me
 15 is that everybody's saying I didn't buy it. So
 16 that's when I first got possession of the
 17 property in 2003, to answer your question on
 18 when I got possession, but my apologies for
 19 going ...
 20 THE COURT: Mr. White, can we, maybe keep it a
 21 little more relevant to the issues today ---
 22 MR. WHITE: Yes, Your Honor.
 23 THE COURT: --- because that, that's a lot of
 24 background information and I'm familiar with
 25 that from the pleadings.

1 MR. SMITH: Have we submitted? We, we've submitted
 2 photographs ourselves, but I don't recall ever
 3 seeing that from ---
 4 THE COURT: What discovery ---
 5 MR. SMITH: --- defense counsel.
 6 THE COURT: --- requests have you submitted?
 7 MR. SMITH: For, for any photographs. I mean, the,
 8 the standard discovery request.
 9 MR. WALLACE: Your Honor, I request to lay a
 10 foundation and I, I wasn't counsel at the time.
 11 I just know I have a photo and I think it's
 12 relevant and I think counsel, if he needs to
 13 talk to his client about it or want to ask
 14 questions about it, he has every opportunity to
 15 ask questions about it. But I like to have
 16 opportunity to lay a foundation with my client.
 17 THE COURT: Go ahead and, go ahead and lay your
 18 foundation and we'll come back to your
 19 objection.
 20 Q: All right. Mr. White, I'm showing you a photo.
 21 It appears to be a No Trespass sign. Have you
 22 ever seen this before?
 23 A: Yes, sir.
 24 Q: Okay. And who took the picture?
 25 A: I did.

5 (Pages 17 to 20)

Page 21

Page 23

1 Q: Okay. And when did you take the picture?
 2 A: 20, I put it on there 2019. Let's see. It
 3 was, probably, around 2019 or 2020, when I
 4 actually put the tres- -- No Trespass signs up.
 5 Well, actually, it was before then, but I took
 6 a picture of it, specifically, because I had
 7 one of the guys that was cutting grass. He
 8 said that -- he, he asked me a question about
 9 the house. And I said, well, I'm going to take
 10 pictures of it. So I took -- actually, I have
 11 several other pictures. That was just one
 12 particular picture that shows the No
 13 Trespassing sign. So, probably, I put No
 14 Trespassing signs on the house in -- probably,
 15 10 years prior. But they, they've been on the
 16 house for a while.
 17 Q: Okay. I'd like to enter this as Plaintiff's
 18 Exhibit Number 1. Mr. White testified that he
 19 took the picture, that this is a picture on the
 20 house.
 21 THE COURT: I'm gonna admit it.
 22 (Defendant's Exhibit Number 1 was marked for
 23 identification purposes.)
 24 MR. WALLACE: Okay. Thank you.
 25 THE COURT: Plaintiff's or Defendant's?

1 house -- and I know this from past experience
 2 with damages to the commercial, commercial
 3 building, officers told me if you got No
 4 Trespassing signs we can enforce it, but if No
 5 Trespassing signs, we can't enforce anything if
 6 somebody break into the house. But if you put
 7 No Trespassing signs up, we can enforce. So
 8 that's why -- you know, just past experience.
 9 Just protect your property, like -- I mean, you
 10 can go around the city and if you see No
 11 Trespassing signs on people's property, you
 12 know, it's just to, to give notice. No
 13 trespassing, I guess. I'm not ...
 14 Q: Okay. I'm gonna go back to the issue of the
 15 tenant that was living there. Did you, did you
 16 evict that tenant?
 17 A: No.
 18 Q: Well, how did that tenant come to no longer
 19 live in the property?
 20 A: Actually she -- the, the tenant was there --
 21 she was a niece of the other tenant and he had
 22 been there for over 30, 40 years. He died in
 23 the house. So when he died, she moved back to
 24 New Jersey, somewhere. So he, actually died
 25 in the house. It was an older guy.

Page 22

Page 24

1 MR. WALLACE: Plaintiff's, I mean, Defendant's, I'm
 2 sorry. I'm so used to being the Plaintiff's
 3 lawyer.
 4 THE COURT: But this is on a counter claim, and so
 5 that's why he's going first.
 6 COURT REPORTER: Okay. Yes, sir.
 7 THE COURT: Okay.
 8 COURT REPORTER: I just don't want to mis-mark it.
 9 Q: Okay. Was that the only No Trespassing sign
 10 up, or did you testify there was more?
 11 A: There's more.
 12 Q: There's more? How many No Trespassing signs do
 13 you have?
 14 A: There's one on the side, one on the front and
 15 one on the backside ---
 16 Q: Okay.
 17 A: --- back entrance to the house.
 18 Q: Okay. And why did you put No Trespassing signs
 19 up?
 20 A: I mean, to protect the property, you know. I
 21 was -- at that time, it was before COVID too,
 22 so I was in and out. I was checking on my
 23 property periodically. I had people in the
 24 neighborhood checking it. And just to be on
 25 the legal side, if anything happened to the

1 Q: Did you ever collect rent from her, at all?
 2 A: I'm not a 100 percent sure, because I think it
 3 was \$150 a month. And I'm, I'm, I'm almost
 4 sure that I might have -- I may have -- or I,
 5 probably, told her don't worry about it. I, I
 6 can't remember to be a 100 percent honest. I
 7 can't -- I think, I think she might have
 8 brought me something. I'm not a 100 percent
 9 sure.
 10 Q: Okay.
 11 A: I'm not a 100 percent sure.
 12 Q: Okay. Are you aware of whether or not ---
 13 A: Wait a-minute, wait a minute. You know what?
 14 She did. She did bring me money. I think she
 15 did, I think. I think she did.
 16 Q: Okay.
 17 A: It's just been so long ago.
 18 Q: So we -- she was paying you rent. Are you
 19 aware whether she was paying rent to anybody
 20 else as well?
 21 A: Yes. She was paying rent to Ci- -- Citizen 21,
 22 I mean the, the company that's owned by Furman.
 23 Q: Okay. So was, was that the prior management
 24 company?
 25 A: Correct?

6 (Pages 21 to 24)

Page 25

Page 27

1 Q: Okay. Let's see. Did you -- were you, at any
2 point in time -- talk to anybody at Century 21
3 about your ownership of the house -- for use of
4 the house, rather?
5 A: I didn't have use of the house when I was,
6 actually, rent from Ci- -- Ci- -- Citizen 21.
7 Q: Okay.
8 A: I think that's Cen- -- Central Trust. I can't
9 remember the name. But I never spoke with
10 anybody about the house because I didn't know
11 anything -- I didn't know anything about the
12 house, at that time. The only time I knew
13 about the house was after I signed the
14 contract.
15 Q: Okay. And this -- which contract would that
16 be?
17 A: The 2003 contract.
18 Q: Okay. And when you signed the 2003 contract,
19 who was, who was there with you to sign -- when
20 you signed the contract? Who was in the room
21 with you?
22 A: The, the only people I really remember about
23 that, is Robert Moore and Mr. Jay Self.
24 Q: Okay. And did you have any conversation with
25 them about, at that time, about the entire

1 A: After the signing, no. Because I, I didn't --
2 Mr. Self didn't deal with me. After that I
3 dealt with Alan Hughes.
4 Q: Okay.
5 A: So Allan Hughes -- I dealt with him about the
6 whole process. Actually, actually, actually,
7 he's the one that I dealt with, with a lot of
8 stuff, Alan.
9 Q: Okay.
10 THE COURT: Let me interrupt you for just a second.
11 I've, I've issued an order ruling that the 2021
12 contract superseded. Why are we going so deep
13 into the 20 -- 2003 contract?
14 MR. WALLACE: I asked him about the contract and ---
15 THE COURT: Okay.
16 MR. WALLACE: --- I should have just clarified which
17 one it was ---
18 THE COURT: Yes.
19 MR. WALLACE: --- I guess, I figured he would ---
20 THE COURT: Yes, so let's, let's kind of keep it at
21 2021 and after.
22 MR. WALLACE: Okay.
23 Q: The 2021 contract, who -- did you have any
24 discussions with anybody from Greenwood Mills
25 about that contract before it was signed?

Page 26

Page 28

1 property or ownership of the entire parcel?
2 A: Yes. Mr. Moore knew for a fact, because he
3 went over to the house with me. Actually, he
4 was more of a mentor. He was a, he was a
5 educator. And he was, he was just telling me
6 how good of a opportunity it was and, you know,
7 how I should make sure I pay. So he was, he
8 was pretty much a mentor -- he was a customer
9 of mine too, so he was, he was just a, a nice
10 me- -- a mentor like, Mr. Jay was behind me --
11 he was just a good mentor to me.
12 Q: Okay. And what was Mr. Moore's role? Did he
13 have a role with Greenwood Mills?
14 A: No.
15 Q: Okay. When he took you on a --
16 A: The, the role that he played was, he initially
17 invested with me. He gave me half of the down
18 payment ---
19 Q: Okay.
20 A: --- for the property. So he knew, he knew
21 everything because he was there with me and he,
22 he, actually, was there when we signed.
23 Q: Okay. And did you have any conversation with
24 Mr. Self about the, the ownership of the entire
25 parcel?

1 A: Yes, I did.
2 Q: Okay. Who would that be?
3 A: Mr. Brandon Smith.
4 Q: Okay. And did you inform Mr. Smith that you
5 were utilizing the whole property, at that
6 time?
7 A: Yes, I did.
8 Q: Okay. Tell me what was said.
9 A: I think we, we had a meeting. He called me --
10 he, he actually called me, prior. I think I
11 was in California, at the time. And, and when
12 he called me, he introduced himself. He told
13 me who, who he was and he said that Mr. Jay
14 Self speaks highly of me and he wanted him, he
15 wanted him to contact me about the property.
16 And he asked could we meet to discuss it? So
17 I said, yes. So at that time, it was during
18 COVID. I think my -- one of my uncles had
19 passed. So it's probably been a month later,
20 I met with Mr. Smith in the Greenwood Building
21 and we, we discussed -- actually we discussed
22 -- we -- it wasn't even about the contract. At
23 first, we discussed the nature of the property
24 and how, how did, you know, what went on
25 before, and then he brought up the contract.

7 (Pages 25 to 28)

Page 29

Page 31

1 But he asked me -- he was asking me about the
 2 history, pretty much. So I gave him a rundown
 3 of how the 2003 contract came -- how much I put
 4 -- I told him I put a \$5,000 deposit down. I
 5 told him that I bought all the property in the
 6 beginning -- all the property was included.
 7 What -- we had, we had an in-depth conversation
 8 about the amount of payments. We agreed and
 9 disagreed about several issues. But one issue
 10 we agreed on was that all the property was
 11 included and all of it was one, indeed, one
 12 par- -- parcel ID. I think the tax number was
 13 for everything. So he was very aware that I
 14 had the property. I told him about the property
 15 and he asked me, was I still interested in
 16 purchasing the property? So, he was very
 17 aware.
 18 Q: Okay. And what was his role as it relates to
 19 Greenwood Mills at that time?
 20 A: At that time he told me he represented the Self
 21 family. That's what his, his first --
 22 initially said he represented Sel- -- Self
 23 family and that he just had a job to do. He
 24 said he don't know who dropped the ball. All
 25 he wanted to do is get resolution of this.

1 the 2003 contract? He said, that contract is
 2 not any good any more. So I'm, like, why. He
 3 said, okay I'm going to send you a new one. He
 4 sent me a new one and the new contract had a
 5 partial of the property ID. And I said, I
 6 bought the whole property. So he said that you
 7 would have to get to Jay -- talk to Jay. So
 8 I reached out to Jay to no avail. He never
 9 contacted me. Three years later, that's when
 10 I met Brandon Smith and Brendan Smith
 11 negotiated the 2021 contract with me.
 12 Q: Okay.
 13 A: But in that meeting, the price of the contract
 14 was still same but it had a portion of the
 15 property. So I, I informed Brandon then that
 16 the property for the 2021 contract is just a
 17 portion of the property. But I bought all the
 18 property in the beginning. So Brandon looks,
 19 he takes out his phone, he said, well, we got
 20 a pretty good GSI system. He pulls it up, he
 21 looks and verifies that all the property is one
 22 parcel ID, he takes his pen, he scratches out
 23 where it says partial, he initials up on it and
 24 he said, okay, I'm going to take this contract
 25 back to Jay -- well, actually, he kept telling

Page 30

Page 32

1 Would I end up being a, a, a paying -- a, a, a
 2 rent paying tenant or either I purchased the
 3 property. He needed a resolution one way or
 4 the other.
 5 Q: Okay. And at some point after the 2021
 6 contract was executed, did you utilize the Gulf
 7 Street property, still -- the home?
 8 A: Yes.
 9 Q: Okay.
 10 A: Well, can I -- I think you skipped the part you
 11 asked me about.
 12 Q: Okay.
 13 A: How did that -- we negotiated. Mr. Smith --
 14 well, it was a negotiation in 2018 that led to
 15 the 2021 contract. In 2018 Mr. Watkins called
 16 me about a new contract, so I presented a proof
 17 of funds letter. I had a bank that was going
 18 to pay the loan off, so they -- I gave the --
 19 I sent a proof of funds letter to Mr. Watkins.
 20 He said -- so he said well -- and I said, this
 21 is my first conversation. I said I'm willing
 22 -- I've been waiting on Jay to get back with me
 23 all these years. He said, okay, I'm going to
 24 send you a contract over to sign. And I was,
 25 like, okay. Then I said, well, can I finish

1 me we need to sign. And, and, ob- -- and, and
 2 ob- -- obviously, I didn't wanna sign at the
 3 time. So he said, if you don't sign, we're
 4 going to have to start a eviction. So I'm
 5 under a little pressure at the time. I'm,
 6 like, I don't want to sign, but I don't want to
 7 get evicted. So he said, well, I'm gonna take
 8 -- he made the changes of the contract, of the
 9 2021 contract, he initialed it, he changed the
 10 price. He said, I'm going to take it to Jay
 11 and if Jay agrees, you guys got a deal. And I
 12 said, I'm fine. I said, as long as all the
 13 property is included, everything is like the
 14 2021 contract, I'm willing to -- I'm gonna go
 15 ahead with the contract. So we did that. We
 16 left the meeting the next -- he asked me my
 17 e-mail address, so I gave him my e-mail
 18 address. The next day he contacts me and said
 19 -- says that his client don't want to sell me
 20 all the property. The only property they want
 21 to sell me is the gas station portion only, and
 22 that's final. So I'm thinking, well, let me --
 23 and, and I asked ---
 24 THE COURT: Let me interrupt one more time. Did --
 25 didn't the 2021 contract include the whole

8 (Pages 29 to 32)

Page 33	Page 35
1 thing? 2 MR. WALLACE: Yes. 3 THE COURT: And so we're still going behind the 4 2021. 5 MR. WHITE: At first it didn't. 6 MR. WALLACE: We got to go after. 7 THE COURT: The final one, the final one did. 8 MR. WHITE: Yes, sir. 9 THE COURT: So is this relevant to anything? And, 10 and I'll give you a lot of leeway. And I 11 understand you're new --- 12 MR. WALLACE: Yeah. 13 THE COURT: --- to the game, but --- 14 MR. WALLACE: I got you. 15 THE COURT: Okay. 16 A: Can I -- the reason why I said that, because 17 it's relevant -- because the reason I entered 18 into the 21 contract was based on that first 19 -- it was two versions, and the reason I 20 entered in to it because they told me that I 21 didn't purchase all the property. So that's 22 why the second 2021 contract came into play. 23 Q: Okay. 24 A: So that was relevant. 25 Q: They, they were aware, at the time, that you	1 wasn't a plat. So I had to get a survey. The 2 surveyor said that he had to do an airplane 3 script, so he was 30 days out. So I contacted 4 the attorney that was helping me and I said, 5 look, I'm going to need an extension because he 6 says it's going to be 30 days before he -- I 7 can get a survey. So they grant me extension. 8 After that extension, the mortgage company that 9 I was dealing with, they found out that it was 10 a previous old gas station. So now they want 11 a date -- it's environmental. They want me to 12 get environmental checks. So I, I contact my 13 lawyer. I said I'm having problems with this 14 because every -- it's, like, we kept -- we keep 15 running into obstacles because now I got the 16 survey, now they want me to get environmental 17 check because they, they thinking that it's 18 something wrong with the environment -- I mean, 19 with the soil. So I told my attorney that I 20 needed that. When I signed the contract, it 21 was just my signature. I gave \$1,000 earnest 22 money to my attorney on -- at day of signing. 23 Probably, like a week later, two weeks later, 24 they wanted me to have a fully executed 25 contract of all signatures. At the time I just
Page 34	Page 36
1 were living in the property? 2 A: Correct. 3 Q: Okay. Were you at any point in time informed 4 by Greenwood Mills that they plan to demolish 5 the house? 6 A: No. 7 Q: Okay. Were you ever informed by Greenwood 8 Mills that you were in default of the 2021 9 contract --- 10 A: No. 11 Q: --- the signed one? 12 A: No. 13 Q: Okay. What was your understanding of the 14 reason the house was destroyed? 15 A: I really didn't even have a understanding of 16 it. Because before, before -- if we relevant 17 about the 2021 contract -- actually, I had 18 another attorney working with -- I never got 19 to negotiate the price. It would just came to 20 me. So when, when I actually signed the 21 contract I was performing trying to buy the 22 property. But we had issues with the 21 23 contract because the property was, like, it 24 didn't have a plat. It was like 1920 25 something. So we tried to find a plat. There	1 had a contract with my signature only. So at 2 the time the mortgage company said well, we 3 can't use the contract because the first 4 expiration date is expired. You need a fully 5 executed contract. I asked for a fully 6 executed contract. I didn't get it. A week 7 later, my attorney advised me that Greenwood 8 Mills no longer wanted to sell me the property. 9 THE COURT: Could you identify who that attorney 10 was? 11 MR. WHITE: Sir? 12 THE COURT: Who, who was that attorney? 13 MR. WHITE: Billy, Billy Garrett. 14 THE COURT: Billy, okay. 15 Q: Now how did you find out that the, that the 16 property with -- the, the house was destroyed? 17 A: After, after the 2021 contract was rescinded, 18 a year later, a year later -- now, during this 19 time after the contract -- after I signed the 20 21 contract, I was still maintaining the 21 property. I was still getting the grass cut. 22 So I got the grass cut on the house -- on the 23 residential side, I was keeping the grass cut 24 for the, for a whole year. I'm in Charlotte, 25 North Carolina. And the guy that I hired to

Page 37

Page 39

1 cut the gra- -- to keep the grass cut at the
 2 residential part, calls me and said you, you
 3 tore down your house. So it's, like, 95
 4 degrees, it's hot and I'm, like, I don't have
 5 time to play with you today. He said, I'm not
 6 joking. The house is demolished. I said what?
 7 So I was furious. I, I -- words can't express
 8 what -- 'cause I'm, like, who did this and why?
 9 So I contact Billy Garrett and Billy said,
 10 Rodney, calm down. What I want you to do is go
 11 to the city, find out who tore the house down
 12 and why. I went to the county. They sent me
 13 to downstairs, to the zoning department. I
 14 spoke with a lady -- I forget her, I forget her
 15 name, but she -- I asked her what -- did the
 16 city condemn the house, did they tear it down?
 17 THE COURT: And at this, this point, I, I'm going to
 18 tell you, do not tell me what she said because
 19 that is hearsay.
 20 MR. WHITE: Okay. Okay.
 21 A: So --
 22 THE COURT: You can tell me what you did.
 23 MR. WHITE: Okay.
 24 A: After I went and found out the, the reason why
 25 the house went -- so this is why -- the reason

1 A: Over 20 years of stuff. I mean, I had
 2 restaurant equipment from a previous venture
 3 that I, I did. I had a lot of, I had a lot of
 4 stuff in it.
 5 Q: Okay. So a long list. Let's do this. Hold on
 6 one second. Now did you have a refrigerator in
 7 there?
 8 A: Yes, sir.
 9 Q: Okay. And what value do you place on that
 10 refrigerator?
 11 A: Maybe, 1,000. I, I don't know, you know.
 12 Q: Did you have a, a stove in there?
 13 A: Uh-huh.
 14 Q: How much value do you place on that stove?
 15 A: 5 to \$800. I don't know.
 16 Q: Okay.
 17 THE COURT: How much?
 18 MR. WHITE: \$5 to \$800.
 19 THE COURT: \$800?
 20 MR. WHITE: \$800. I don't know.
 21 THE COURT: Okay.
 22 MR. WHITE: Yeah.
 23 THE COURT: Okay. I just didn't understand what you
 24 said.
 25 Q: Okay. And for the refrigerator and the stove,

Page 38

Page 40

1 -- after I was trying to find the reason of the
 2 house, I found out why the house was demolished
 3 but it -- so you don't want me to tell you what
 4 he said?
 5 Q: You can't tell me what somebody else said
 6 that's ...
 7 THE COURT: I'll, I'll give you a lot of leeway on
 8 the hearsay, it's background information. But
 9 if it comes down, exactly, to a point that's
 10 relevant, I'll have to sustain that.
 11 A: So back to your question about how did I find
 12 out? That's how I found out. I found out from
 13 the, the guy that's been keeping the grass up
 14 for the last 15 years. He told me it was
 15 demolished.
 16 Q: Okay. And at the time the house was
 17 demolished, because I know at some point you
 18 lived in it, at some point you did not, what
 19 were you using the house for at the time it was
 20 demolished?
 21 A: I was storing a lot of personal items, a lot of
 22 personal items.
 23 Q: Can you describe the personal belongings that,
 24 that were inside the house at the time it was
 25 destroyed?

1 did you buy them new?
 2 A: I'm not -- I don't think I bought them new, but
 3 they were fairly new at the time, so I don't --
 4 they might have been a, a few years old, maybe,
 5 or something. I'm not sure.
 6 Q: Okay. You have an estimate for how old they
 7 were at the time?
 8 A: Not exactly.
 9 Q: Okay. You have a coffee maker in there?
 10 A: Uh-huh.
 11 Q: What type of -- it's a yes or no?
 12 A: Yes.
 13 Q: Okay. What type of coffee maker was it?
 14 A: It's a Black and Decker maker.
 15 Q: Okay. How much value you place on that?
 16 A: \$25, \$30.
 17 Q: Okay. Which one?
 18 THE COURT: Just give me one number instead of a
 19 range of numbers.
 20 MR. WHITE: I'm sorry. \$35.
 21 THE COURT: Okay.
 22 Q: Okay. Did you have a knife set in there at the
 23 time?
 24 A: Uh-huh.
 25 Q: Yes or no?

Page 41

Page 43

1 A: Yes.
 2 Q: Okay. And what type of knife set was it?
 3 A: It was a shelf set that came from the
 4 restaurant that -- those restaurant style shelf
 5 knives or something like that.
 6 Q: Okay. What was the value of, of that?
 7 A: 150, maybe.
 8 Q: Okay. Did you have a, a iron skillet?
 9 A: Yes.
 10 Q: Okay. And tell me what type of iron skillet it
 11 was?
 12 A: I, I simply remember that. It's -- it was, it
 13 was probably 20 years old. I mean, it was
 14 vintage. I don't even think they make those
 15 type skillets no more. We had it -- using it
 16 at the restaurant. I'm, I'm imagining, if you
 17 had to find one, eBay, maybe, a \$150 for that.
 18 It was cast -- it was real old.
 19 Q: Is that the value you're placing on it?
 20 A: Yes, sir.
 21 Q: Okay. Did you have a can opener in there?
 22 A: Yes, sir.
 23 Q: Okay. What type of can opener was it?
 24 A: Probably, Black, Black and Decker. I'm not for
 25 sure on the name brand, maybe, Black and

1 Q: Okay. Did you have any porcelain coffee mugs?
 2 A: Uh-huh.
 3 Q: Yes or no?
 4 A: Yes.
 5 Q: Okay. And what value do you place on those?
 6 A: It's probably like, six dozen. They was in
 7 boxes, so I would say probably -- I think it --
 8 I don't know. It would be easy if I look at
 9 the list.
 10 MR. SMITH: These are, these are really leading
 11 questions here. I mean, we can ...
 12 THE COURT: I'll, I'll sustain that.
 13 MR. WHITE: Would it, would it be fine if I just
 14 send you the list? I can send you a whole list
 15 of stuff and then you can submit it to ... I
 16 think it would take up time because I think
 17 it's a ---
 18 MR. WALLACE: Well, let me let me ask you this, Your
 19 Honor. If, if he has a list of items or
 20 whatnot, that he, that he had in the premises,
 21 would you be okay for him to refresh his
 22 recollection with that list?
 23 MR. SMITH: Your Honor, we deposed Mr. White. We've
 24 had discovery and, I mean, this, this is --
 25 we're coming up with a new list at this point.

Page 42

Page 44

1 Decker?
 2 Q: What value do you place on that?
 3 A: \$15, \$20, maybe.
 4 Q: Which one?
 5 A: Oh, I'm sorry, sir, \$15.
 6 Q: Did you have any utensils in the house?
 7 A: Uh-huh.
 8 Q: Yes or no?
 9 A: Yes.
 10 Q: Okay. And what value do you place on those
 11 utensils?
 12 A: There was a, a lot of them from the re- -- so
 13 about 2 -- 250. It was spoons, knives and
 14 forks.
 15 Q: That's \$250?
 16 A: Yes, yes.
 17 Q: Okay. Did you have any, I guess, spices or, or
 18 -- what's it called, those -- stuff to season
 19 food?
 20 A: Yes.
 21 Q: Okay. And what type -- what, what did you
 22 have, exactly?
 23 A: Probably, a variety of different stuff in
 24 cabinets, so I would value -- I'd say \$30 if
 25 you put a value on it.

1 I mean, he's had time to, to explain everything
 2 that was in there. I've asked him that in his
 3 deposition.
 4 THE COURT: And I, I have not seen his deposition.
 5 MR. SMITH: But -- well, I -- we, we gave it to him
 6 in discovery -- to, to give him time to come
 7 up with a new list, right now, seems to make
 8 discovery kind of pointless, I guess.
 9 THE COURT: Does, does the deposition contain a
 10 list?
 11 MR. SMITH: At, at best the list is -- possibly
 12 could with questioning, but I mean to, to allow
 13 him to refer to some list here at this point,
 14 I don't think is in the spirit of discovery.
 15 MR. WALLACE: And I would say he can impeach him.
 16 If he, if he thinks something different was in
 17 the deposition from what he's saying here
 18 today, he's got every right to say, look, you
 19 didn't say this in your deposition. I'm going
 20 to impeach you.
 21 THE COURT: I'm, I'm going to allow it, okay.
 22 MR. WALLACE: So you're, you're okay with him
 23 refreshing his recollection? I just want to
 24 make sure I'm clear on this.
 25 THE COURT: Yes, I think, I think he has a right to

11 (Pages 41 to 44)

Page 45

Page 47

1 refresh his memory.
 2 MR. WHITE: And can I add something, too? I think
 3 we're being here all day -- it's over 20 years
 4 of stuff and, and I just want to put this in
 5 perspective for everybody in the room. Let's
 6 just imagine that you got a, a garage and, and
 7 you have a garage sale and you got stuff over
 8 20 years and you might forget what you have.
 9 I mean, a lot of stuff -- if I had it -- it's
 10 like everything was destroyed. So I can't
 11 remember per vadem (ph) every -- if any -- it
 12 would do me injustice and everybody in here
 13 just for me to sit here and just try to go back
 14 20 -- over 20 years of stuff. Just imagine you
 15 got a garage -- e -- even your own house, and
 16 you clean your house out. You might see
 17 something that you said, oh, I forgot I had
 18 this. But you knew you had it, but it wasn't
 19 on your mind at the time. What this -- this is
 20 so tragic to me, and I, and I wanna stress this
 21 to everybody. Every time I think about it, I
 22 get so emotional when I try to regulate what I
 23 had, because a lot of -- the most memorable
 24 stuff is stuff that I had from my father and
 25 it's, like -- it was a lot of stuff. To me

1 on the items?
 2 THE COURT: Just in, just in the interests of time,
 3 would it be simpler if he just admitted the
 4 list with the values, and ---
 5 MR. SMITH: I, I mean, that's, that's fine with me.
 6 I will maintain the objection that I hadn't
 7 seen this despite requests.
 8 THE COURT: I understand, yeah.
 9 MR. SMITH: But in the interest of time, that's
 10 fine.
 11 THE COURT: So if, if you testified that you
 12 basically testify to everything that's on this
 13 list?
 14 MR. WHITE: Yes, sir.
 15 THE COURT: Okay. Now if there are any particular
 16 items you want him to go into detail about, ask
 17 him -- go ahead, yes.
 18 Q: Okay. Mr. White, I understand the difficulty
 19 that expressed earlier about putting a value on
 20 items, but I've got to ask you. You indicated
 21 in your list here that you had Michael Jordan
 22 jerseys, baseball and basketball, North
 23 Carolina, Chicago Bulls and Washington Wizards.
 24 What value do you place on those items?
 25 A: I think I got it. I'll refer to my list. I

Page 46

Page 48

1 it's my stuff, but to everybody else it's
 2 trash. So I, I don't ---
 3 Q: You have an opportunity to put a value to it.
 4 A: Yes, sir.
 5 Q: We just need to go through what was in the
 6 house, and I ask you what value you place on
 7 those items ---
 8 A: Yes, sir.
 9 Q: --- okay?
 10 MR. WALLACE: You need me to take a -- print this
 11 off so he can look at it, of some sort?
 12 THE COURT: Yeah, if, if you're going ---
 13 MR. WALLACE: Yeah, if I'm gonna use it, I'd like
 14 them to print it off.
 15 (Off the record from 9:48 a.m. until 10:10 a.m.)
 16 (Defendant's Exhibit Number 2 was marked for
 17 identification purposes.)
 18 Q: Mr. White, I asked you a few moments ago about
 19 what was in the house and the value you placed
 20 on it. You provided a list. Does that list
 21 help refresh your recollection as to what was
 22 in the house and its value?
 23 A: Somewhat, yes.
 24 Q: Okay. So I'm gonna ask you, again, what was in
 25 house and what was its value that you placed

1 had different jerseys. Some of them ranged
 2 from 250 to 350 I think it was.
 3 Q: Well, well, I mean, how, how many did you have
 4 and what, what's the total value?
 5 A: The total value? I would have to add it up.
 6 I'm trying to find where it was at.
 7 Q: It's on page 2, if that helps.
 8 A: 3 -- 300 for Bo Jackson, Kobe Bryant 500,
 9 Emmitt Smith 150, Josh Norman was a signed
 10 jersey and that's 250, that's 250 on that. I
 11 got a Cam Newton -- Cam Newton jersey was
 12 actually signed, I forgot about. 150 on that.
 13 So, how many jersey was it? If I'm not
 14 mistaken it might have been 12 or 13 between
 15 150 to 300 per jersey.
 16 Q: Okay. Well, what's what's -- I, I have to have
 17 a value.
 18 A: Are you -- a value on all of it?
 19 Q: Yes, yes, Sir.
 20 A: I'd say 5,000 on the value, if I had to break
 21 them down. I added up 5,000 on the jerseys.
 22 Q: Okay. Thank you. The Air Jordans jogging
 23 suit?
 24 A: Okay. I see, I see. That's all one.
 25 Q: Is that all one, Air Jordan jogging suit, Air

12 (Pages 45 to 48)

Page 49

Page 51

1 Jordan apparel, socks and T-shirts?
 2 A: Uh-huh.
 3 Q: That's all one? Okay. Designer shirts. Tell
 4 me about this four foot marble statue of a
 5 mermaid. Where'd you get that from?
 6 A: Well, I got it from a customer doing the car
 7 wash. He was in the military -- actually came
 8 over -- he had it imported from Germany and it
 9 was in the house. It was like on a, a table,
 10 like a porcelain-like table. And she had -- it
 11 was kind of like a nude sculpture, but I had
 12 flowing over the top so, yeah, it was ...
 13 Q: Now, how did you arrive at \$18,000 value for
 14 that?
 15 A: He told me he, he paid over \$18,000 for, for
 16 the -- that actually it was that and I, I left
 17 something out. It was a coffee-like table that
 18 went with it. So that's what he told me paid
 19 for it. I think that was the value of it when
 20 he got it.
 21 Q: Okay. And that's how you came to that number?
 22 A: Uh-huh.
 23 Q: That's a yes?
 24 A: Yes.
 25 Q: Okay, great. We've got here two cash

1 one bag at \$1,500 or ---
 2 A: No.
 3 Q: --- is that multiple bags?
 4 A: Actually, it was three. It was, like, luggage.
 5 It was, like, luggage bags.
 6 Q: But at 1,500 a piece, or was that for total?
 7 A: I think it was a total of it ---
 8 Q: Okay.
 9 A: --- if I'm not mistaken.
 10 Q: Okay. And then framed pictures of family
 11 members. You put prices on here. I need a, a
 12 value. You have to give me a value. So,
 13 what's the value you put on those?
 14 A: Man, how can you put a value on your -- I don't
 15 know. I mean, to me, to me it's, it's
 16 priceless. To anybody else, it's just a
 17 picture. But I mean I, I don't even know how
 18 to answer that question because how can you --
 19 actually, it's just, like -- and we'll get to
 20 it because I actually, I actually have a couple
 21 -- I don't know if I -- yeah, just like these.
 22 I can't put a value -- unless you get an
 23 appraisal I can't -- if it was -- my, my father
 24 to me is Michael Jordan. So if Michael Jordan
 25 card, rookie card is worth \$10,000, my father's

Page 50

Page 52

1 registers, \$3,500 each. Is that what you paid
 2 for them?
 3 A: I think so, yeah, it was. Actually they came
 4 -- they was -- they -- that, that was part of
 5 equipment that I purchased with the restaurant
 6 that I had ventured in. So it came -- it was,
 7 like, those two -- I think I had -- I bought
 8 those. Actually I had the boxes in the house.
 9 The receipts was in the boxes in the house,
 10 correct.
 11 Q: Okay. This vintage claw foot tub, porcelain
 12 and brass. What is that?
 13 A: It's a -- it's probably -- that tub, probably,
 14 was from the early 1920's, maybe. Yeah, it
 15 was, it was -- that was actually -- probably,
 16 in the 20s, that tub.
 17 Q: Okay. How did you get to the \$4,000 value at
 18 that?
 19 A: Actually I was, I was going to sell it at one
 20 point, and I saw values on eBay. And it was
 21 ranging from 25 -- between 2,500 to 4,000. So
 22 I figured it was worth between that number.
 23 Q: Okay. But you appraised the value at 4,000?
 24 A: From my, from my assumption, yes, I did.
 25 Q: Okay. This Gucci luggage, Gucci bags, is that

1 picture to me is 10,000, because he is my
 2 Michael Jordan. So if I had to put a value on
 3 my father's picture, I would say, hey, 50,000
 4 if you want to buy it, but if you don't want to
 5 buy it, let me keep the memory. So I don't
 6 know if that answers your question, but ...
 7 Q: Okay. Autographed pictures. What are, what
 8 are those? You don't have a value on those.
 9 What, what value are you placing on those?
 10 What are they, first off?
 11 A: Actually, I had a autographed -- where, where
 12 we at?
 13 Q: We're at the bottom.
 14 A: Bottom of what page?
 15 Q: Last page, yeah.
 16 A: Last page? Autographed pictures. Oh, yeah.
 17 I had a picture of -- and I don't know if it
 18 was authentic -- Barack Obama. He came to
 19 Greenwood to the Civic Center. I know Edith
 20 Childs personally, and actually I'm kind of
 21 glad I went out there that day. I never
 22 thought he would be the President. But
 23 actually, I got a picture that was autographed.
 24 I don't -- I'm not as sure if it was
 25 autographed by him or not, but I got a picture

Page 53

Page 55

1 of Barack, Barack Obama.
 2 Q: What do you place the value you placed on that?
 3 A: I don't know. I mean, he was the first black
 4 president, so that's historic, so I don't know.
 5 And, and he's still living, so, I guess, it
 6 would go up in time. So how can you appraise
 7 a value of pictures? So I say to me, if I, if
 8 I had it and somebody wanted buy it, I'd say
 9 10,000 if you wanna buy it, so ...
 10 Q: Okay. Go up a little bit because I missed one
 11 or two, but art and artwork. What is that?
 12 A: I had -- just like the wall. Pictures, like,
 13 on the wall. I would get -- I would go to,
 14 like, flea markets, yard sales, just old
 15 pictures. I just like pictures and I would get
 16 pictures like that. So, as far as the value on
 17 them, I mean, I don't know. I was always
 18 looking at this flick thing called Treasure
 19 Hunters, so I would just get stuff and maybe it
 20 might have been of value. So I don't know if
 21 the pictures I have was of value or not, so --
 22 but if I had to put an estimate on the
 23 pictures, I don't know. I'd say 7, \$800.
 24 Q: Designer C? What's designer C? What is that?
 25 A: Oh, I'm sorry. I was -- that's designer

1 -- but I would say that collection, just that
 2 collection itself to me, I mean, if I had to
 3 put a value on it, I'd say north of 20, 30,000.
 4 Q: Give me a number.
 5 A: 30,000.
 6 Q: Okay. Comic book collection from early 1920's
 7 to 1990's. One hundred books value. You said
 8 15,000 plus. What's the number?
 9 A: I'd say 20.
 10 Q: 20,000?
 11 A: And if I, if I can be candid, I think that
 12 baseball collection would probably be more than
 13 the comic books, actually, because -- so if I
 14 can, if I can reiterate on that baseball
 15 collection, I'm gonna say 50, if I want to --
 16 if I had just a guess. I mean, not, not having
 17 everything in front of me. So I say 50.
 18 Q: Okay. Then you put personal information,
 19 journalist plans, recipes, invention ideas, my
 20 memoirs and countless memories and countless
 21 keepsakes. What value do you place on those?
 22 A: Wow. When I was doing the restaurant, we did
 23 -- we had a, a thing called Soul Food Sundays.
 24 I had a lady -- she was -- at that time she was
 25 79 years old. She was my cook. She had a

Page 54

Page 56

1 cologne, cologne. I had, like, Michael Jordan
 2 cologne. I think it was Hilfiger -- Tommy
 3 Hilfiger cologne. I think it was several
 4 different brands.
 5 Q: Okay. What's the value you put on that?
 6 A: I'd say a couple hundred dollars on that.
 7 Q: Three?
 8 A: I'm sorry, \$300.
 9 Q: Okay. This baseball card collection, over
 10 1,000 cards. Prices ranging from 10,000 to 250,
 11 Is that \$250 or ---
 12 A: \$250.
 13 Q: Okay. What's the total value you place on
 14 that?
 15 A: Wow. Just -- like I said, I had them in a, in
 16 a -- they was -- some of them was in better
 17 condition than others. Some of them was, like,
 18 in cases like this, I had, like, a photo thing.
 19 So if I had to put a value on it and not -- if
 20 I had the opportunity to put them right here we
 21 could just go through them.
 22 Q: You have to testify.
 23 A: I'm sorry.
 24 Q: You're still under oath.
 25 A: Oh, I'm sorry. Now we -- I had a book that I

1 recipe book that was passed down from her
 2 grandmother, something. She gave me the book.
 3 And actually, I'm indebted to that book because
 4 her niece asked me for that book a year ago.
 5 So I don't know what that book would be worth,
 6 but it was, it was on a loan to me from
 7 somebody that was cooking at the restaurant.
 8 She had all kind of recipes in that book. So
 9 -- and I had it inside the house. So I don't
 10 even know what that -- the just, just, just
 11 passed down recipes from generations. I don't
 12 know what that book would be valued at. That
 13 was one of the things that was, was a recipe
 14 book. I mean, it was just a old book of stuff
 15 that they had. So I would say -- if she came
 16 to me and -- I mean, that -- it wasn't my book.
 17 It was on loan from the restaurant time, so if
 18 she came in and said look, my, my aunt's book
 19 was worth \$20,000, should I pay -- if she took
 20 me to Court and sued me, would, would I have to
 21 pay her 20,000? So if I had to put a value on
 22 it I'd say 20,000, if I had to. I don't know.
 23 So to be realistic, I would -- I don't know how
 24 to put a value on, on a recipe book that's
 25 generations old, so ...

Page 57

Page 59

1 Q: Okay. Do you have -- I mean, out of these
 2 other items, do you have a value on any of
 3 those? Memoirs and all that stuff.
 4 A: Just, just my, my records from, from being in
 5 business. I mean everything -- I mean just --
 6 man, I got pictures I used to took of my
 7 customers, like, I do their cars. All the
 8 memories, man. It's just -- it's, like, a
 9 tragedy. It's, like, everything -- just
 10 imagine you come home and you have nothing. So
 11 I don't know how to put a value on, on -- I
 12 mean, I think it'll be a injustice to me and --
 13 to me and everybody else. I could put a number
 14 that everybody might say that's ridiculous, but
 15 to me it's -- how can -- I, I couldn't put a
 16 value on your stuff. I couldn't say, look, I'm
 17 just going -- your memories to me ain't worth
 18 but it look like trash so I'm going to give you
 19 \$5. So to be fair to me and everybody else,
 20 how can I, how can I justify what my memories
 21 are to me? Well, the biggest thing I think is,
 22 and I, I, if I can speak casually, man, I just
 23 hate -- it happened so bad, because I'm in this
 24 position to, to go through this. I mean, but
 25 -- I don't know how to, I don't know how to

1 MR. SMITH: Your Honor, I, I don't know that, that
 2 the property value has an emotional damage
 3 attached to it.
 4 THE COURT: I'm going to sustain that on relevance.
 5 MR. SMITH: Okay. Thank you.
 6 Q: What has been the financial impact on you as a
 7 result of losing your home and possessions?
 8 A: The financial --
 9 Q: The total, the total financial impact?
 10 A: Well, actually invol- -- it -- it's going to
 11 involve emotionally because emotionally I've
 12 been a wreck. I mean, I can't work -- I mean,
 13 it's just been -- I mean, it's been like a
 14 nightmare. I mean, I've been having -- I --
 15 I've been having dreams -- I had dreams for,
 16 for years, man.
 17 Q: Financial, financially?
 18 A: I'm sorry. But financially, financially it's
 19 been a, it's been a -- it's been just -- it's
 20 been terrible for me, man. I mean, the whole
 21 -- if you, if you want to look at it all
 22 totality of everything has just been
 23 financially, it's been a burden.
 24 Q: Okay. Do you have a -- okay, let me ask you
 25 this. What remedy are you seeking from the

Page 58

Page 60

1 value. I don't know if we need -- I need to
 2 get a expert to put a price on val- -- a value
 3 of memories. How can you, man, how can you
 4 justify it, man? It's so hard to me. I mean,
 5 it make -- it's -- I'm so emotional. So I, I
 6 can't answer that question.
 7 Q: Yes, sir. Okay. Any other items that may not
 8 be on this list that you recollect at this
 9 time?
 10 A: Not at this time. I mean, by the time I get in
 11 the car and pull out I can think of some more
 12 stuff, probably.
 13 Q: Well this, this is your opportunity to say it,
 14 so.
 15 A: I'm not sure. At this time, I'm not sure, man.
 16 It, it, it just brings back so much memories.
 17 Q: Okay. Let's see. Okay. How did the
 18 unexpected demolition of --
 19 MR. WHITE: If you don't mind, can I have a minute?
 20 Can I go outside.
 21 THE COURT: Sure, we'll go off the record.
 22 (Off the record discussion.)
 23 Q: All right, Mr. White. How has the unexpected
 24 demolition of the house and the loss of your
 25 personal belongings affected you emotionally?

1 Court, financially, to compensate you for the
 2 damages you've incurred?
 3 A: I mean, I think we -- emotionally is, is the
 4 biggest thing that's bothered me. Financially,
 5 I guess, it's bothered me financially because
 6 it's hard to work. I mean, if your mind is
 7 messed up, it's like -- it's just -- the we --
 8 ask me the question again. I'm sorry.
 9 THE COURT: I, I'm ---
 10 MR. WHITE: I'm sorry.
 11 THE COURT: --- going to ---
 12 MR. WHITE: I'm sorry.
 13 THE COURT: --- cut you off ---
 14 A: I'm sorry.
 15 THE COURT: --- on that because you, you, you're
 16 limited to what financial losses you've had ---
 17 MR. WHITE: Yes, sir.
 18 THE COURT: --- that, that's what's in your
 19 pleadings and, and ---
 20 MR. WHITE: Okay.
 21 A: Ask me, ask me the question again?
 22 Q: Okay. What remedies financially are you
 23 seeking from this Court to compensate you for
 24 the damages you've incurred?
 25 A: Financially, I guess, pertaining to the list of

Page 61

Page 63

1 value of the stuff.
2 Q: I know some of the items on the list you've
3 testif- -- you've indicated were ---
4 A: I think I misunderstood your question.
5 Q: Okay. What ---
6 THE COURT: Is there anything he's seeking other
7 than the, the numbers on this page?
8 MR. WALLACE: Well, some of the items on the page,
9 he didn't give me an exact number for, so I'm
10 just trying to get his, his final number.
11 THE COURT: I think I would rather you go and get
12 the numbers on each one that he didn't give ---
13 MR. WALLACE: Okay.
14 THE COURT: --- because it, it, I mean, I can add --
15 -
16 MR. WALLACE: Make it easier for you.
17 THE COURT: --- I can add these up ---
18 MR. WALLACE: Okay.
19 THE COURT: --- so that'll, that'll come up with the
20 total.
21 MR. WALLACE: Okay.
22 Q: Let's see which ones did he not give one on.
23 I think you did not give me a value on framed
24 pictures of family members. I need a financial
25 value for that.

1 has been -- this has, this has been terrible
2 for me.
3 THE COURT: And, and if you don't know, then just
4 say you don't know.
5 MR. WHITE: Because I, I don't, I don't want to
6 shortchange myself on anything and just say
7 that. So at this time, to the best of my
8 recollection, the best of my memory, this is
9 what I have as of today as to the best of my
10 memory. If I had to, to the best of my
11 recollection this is what I have today.
12 Q: Okay.
13 A: From my memory.
14 Q: Okay. Do you believe that any punitive damages
15 should be awarded?
16 A: Yes, I do.
17 Q: And why is that?
18 A: For the simple fact that the Plaintiff knew I
19 had possession of the property. And if I had
20 just been give- -- given the opportunity just
21 to get my stuff we wouldn't be here today. I
22 mean, maybe we wouldn't even have to worry
23 about this. Just, I think the whole, the, the
24 whole totality of the situation is, it could
25 have been prevented. So why not -- why, why

Page 62

Page 64

1 A: 50,000.
2 Q: 50,000? Okay. Outside of this list which we
3 used to reflect your recollection, are there
4 any other items that you can specifically
5 recollect that were in the house that you feel
6 like you are financially impacted by losing?
7 A: Again, the way it happened and everything, I
8 can't remember per batum (ph), and I, I was
9 trying my best to put a, a detailed list
10 together. So at this time, I -- I'm pretty
11 sure I left some stuff out that I'm going to
12 remember. So I can't remem- -- I can't answer
13 that question. So, I mean, to, to actually
14 tell you that this is everything that was in
15 the house. If that's the question you're
16 asking me, I'm not sure if I left something out
17 or not.
18 THE COURT: Let's try to ask it this way. Is there
19 anything else that you're claiming today that's
20 not on this list? Because this is your chance
21 to put -- you don't get to come back later and
22 supplement it. I think that's what he's
23 asking.
24 MR. WALLACE: Yes, that's what I'm asking.
25 MR. WHITE: Yes, sir. Wow. Y'all forgive me. This

1 didn't somebody send me a letter? I mean, why
2 not? The house is full of my documents with my
3 name all over it. I mean, it's 20 years. How
4 obvious can it be? I mean, 20 years, man, come
5 on. Let's, let's just be realistic to
6 everybody. Everybody here, just take a look at
7 it. 20 whole years I'm in that property, so --
8 -
9 THE COURT: Can you get him to answer?
10 MR. WHITE: I'm sorry.
11 Q: Yes, what amount do you believe should be
12 awarded in punitive damages?
13 A: I mean, I don't know if that's, that's left up
14 to me or the discretion of the Court.
15 MR. SMITH: I don't know that it is.
16 THE COURT: I, I think it is left up to the
17 discretion of the Court, yeah.
18 MR. WALLACE: Okay. I just didn't know if you had
19 anything you wanted to ask.
20 THE COURT: Okay.
21 Q: Okay. I don't have any further questions right
22 now for you. Please answer any questions that
23 Mr. Smith may have for you.
24 THE COURT: Are you ready or do you want to take a
25 break?

Page 65

Page 67

1 (Off the record from 10:24 a.m. until 10:29 a.m.)
 2 THE COURT: Okay. Mr. Smith, we're back on record.
 3 MR. WHITE - CROSS-EXAMINATION BY MR. SMITH:
 4 Q: Mr. White, you were represented in 2021 when
 5 you signed that contract, correct?
 6 A: Correct.
 7 Q: By Mr. Billy Garrett?
 8 A: Correct.
 9 Q: All right. And my name wasn't on the, the
 10 contract to sign. That was Mr. Self, correct?
 11 A: Excuse me?
 12 Q: My -- I, I didn't sign the contract for
 13 Greenwood Mills. That would have been Mr.
 14 Self, correct?
 15 A: As the seller?
 16 Q: As the seller.
 17 A: Correct.
 18 Q: All right. And you don't have any evidence to,
 19 to submit to this Court that you ever told
 20 anybody that you had contents in the house, do
 21 you?
 22 A: Yes, I do.
 23 MR. WALLACE: I'm going to object to that. He's
 24 testified already ---
 25 THE COURT: What's your question?

1 contract, I got possession of that property.
 2 So I don't think it's a, a question if anybody
 3 knew. Everybody knew. But does everybody want
 4 to admit to it? That's the question we need to
 5 ask. So everybody was aware of it. So there's
 6 no question about you wasn't, or anybody else
 7 wasn't aware of the property.
 8 Q: Okay. And you didn't have the assets to buy
 9 the property in 2021?
 10 A: Yes, I did.
 11 Q: You did but, but you didn't follow through with
 12 the contract?
 13 A: Well, actually, I was, I was trying to follow
 14 through with the contract. And I even told the
 15 attorney that was representing me, the problems
 16 that I had. And he advised -- he reached out
 17 ---
 18 THE COURT: Don't, don't go into what the attorney
 19 said.
 20 A: Okay. Yes, I had the funds to buy the property
 21 in 2021.
 22 Q: But you didn't fi- -- fi- -- follow through
 23 with contract?
 24 A: I wasn't permitted to.
 25 Q: Buy who?

Page 66

Page 68

1 Q: Besides your testimony.
 2 A: Yes, I have something besides my testimony.
 3 Q: What is that?
 4 A: I don't know if he -- I got a recording of you
 5 and I con- -- our conversation in a meeting.
 6 Q: Okay. And you're saying that, that recording
 7 shows that you told me you were using the
 8 house?
 9 A: Correct.
 10 Q: All right.
 11 A: Well, and not in those words. But you knew --
 12 you was under the impression that I did because
 13 I told you when you asked me, I told you all
 14 the property was included in the 2003 contract.
 15 So, I mean, so, I mean ---
 16 Q: But that ---
 17 A: --- you was aware, so ...
 18 Q: But that didn't have -- you never notified
 19 anybody of your usage of the house.
 20 A: I was on the property for 20 years. Nobody
 21 ever said I was trespassing. So if -- well I
 22 mean, just the relevance of me being on
 23 somebody's property for 20 years. I never had
 24 access to the -- to that part of the property
 25 before the contract. After I signed the

1 A: By the seller.
 2 Q: I mean, there was a date on the contract to buy
 3 it and you didn't produce those funds.
 4 A: There was an extension to the contract.
 5 Q: Where? Do you have an extension of the
 6 contract?
 7 A: I have a, a letter stating there was a
 8 extension to the contract.
 9 Q: Where is that?
 10 A: And you want to see it?
 11 Q: Yes.
 12 A: I'm gonna -- do you have it?
 13 MR. WALLACE: Yes.
 14 Q: Well, while he's looking for that, let me just
 15 ask you. Did you pay the money after the
 16 contract was ex- -- extended as you claim? You
 17 claim the contract was extended.
 18 A: Uh-huh.
 19 Q: Then at -- in the extension period did you pay?
 20 A: The seller refused to take -- the, the seller
 21 refused to sell the property.
 22 Q: Okay. I'll wait to ...
 23 THE COURT: Is, is this even relevant? Because I've
 24 already ruled that the 2021 contract ...
 25 MR. SMITH: I was, I was going to say that. I

Page 69

Page 71

1 guess, that the, the, the relevance of the
2 question, in, in my mind, is, is whether he had
3 ---
4 MR. WHITE: I, I have it. Let me find it. I got
5 it. I know I got it. I have it, right here.
6 It's right there. Do you want me to read it to
7 you?
8 MR. SMITH: I want to see it.
9 MR. WHITE: Okay. You want to see it. I wish a had
10 copies, I would have ...
11 THE COURT: I'll make copies.
12 MR. WHITE: Well, actually, actually it's ---
13 THE COURT: You can go ahead and make copies.
14 A: On second thought, I don't, I don't -- can you
15 give it to me? On second thought, this letter
16 really is basically attorney-client privilege.
17 So I don't know if I should just ---
18 MR. SMITH: I mean, if he's produced this, I contend
19 that he waived attorney-client privilege
20 multiple times.
21 MR. WALLACE: I don't think there's been any
22 evidence that it was produced. I don't know.
23 But let me look at it first. Give me a second.
24 I contend this is attorney-client privilege,
25 and I mean it's a personal confidential from a

1 MR. WALLACE: And I'm gonna object ---
2 A: Yes ---
3 Q: --- extended?
4 A: --- yes, it's my evidence that it was extended.
5 Q: Okay.
6 MR. WALLACE: And I'm gonna raise an objection to
7 relevance.
8 THE COURT: And, and I, I'm gonna sustain the
9 objection because we really need to go from the
10 2021 contract forward.
11 MR. SMITH: Sure.
12 THE COURT: Not anything that's happened prior to
13 that time unless it specifically relates to
14 your counterclaim that's coming up today.
15 MR. WALLACE: Okay. Thank you, Your Honor.
16 A: But back to this question of did I get a
17 extension?
18 THE COURT: It doesn't matter.
19 MR. WALLACE: It's not relevant. Go ahead.
20 MR. SMITH: I would, just for the record, as to --
21 and if you want to keep the original, we'll
22 mark the copy just as an exhibit.
23 MR. WALLACE: Well I, I think I objected to that as
24 relevance.
25 MR. SMITH: I think, I think just for the record ---

Page 70

Page 72

1 lawyer. Unless it's been produced or you can
2 show that it's been produced, I mean, I wasn't
3 the lawyer at the time, but I don't ---
4 THE COURT: I think he's produced ---
5 MR. WALLACE: --- haven't ---
6 THE COURT: --- it today.
7 MR. WALLACE: --- I haven't entered it into, into
8 evidence.
9 THE COURT: No, but, go ahead.
10 MR. SMITH: I, I mean, I just asked him if he had
11 any evidence to show you the contract was
12 extended. He said he did and produced it.
13 MR. WALLACE: Said evidence.
14 MR. SMITH: I mean, I think we're entitled to see
15 what his evidence of an ex- ---
16 THE COURT: I, I'm going to ---
17 MR. SMITH: --- extension is.
18 THE COURT: --- overrule your objection.
19 MR. WALLACE: Okay. You got other copies?
20 MR. WHITE: No.
21 THE COURT: Yeah, I made several copies.
22 MR. WALLACE: Okay. Thank you.
23 Q: Okay. I, I'll -- do you have a, a copy of
24 that? Thi- -- this is your evidence that it
25 was ---

1 THE COURT: You can mark it for identification.
2 MR. SMITH: That's right.
3 THE COURT: It is not admitted as an exhibit.
4 (Plaintiff's Exhibit Number 1 was marked for
5 identification purposes.)
6 Q: Mr. White, you weren't living in the house when
7 it was demolished, correct?
8 A: Not specifically at the time.
9 Q: All right. In fact, you, you -- if you ever
10 lived there, you haven't lived there in a long
11 time because the utilities have been cut off a
12 long time before that, correct?
13 A: Relevance?
14 Q: I'm asking you the question.
15 A: No, I'm saying yeah, but -- yeah -- no, it --
16 it's been, it's probably been a couple years.
17 Q: Okay. It was more than a couple years, though,
18 wasn't it?
19 MR. WALLACE: Objection.
20 A: No, I mean I said a couple years. I mean you
21 want to lead me into another question ---
22 THE COURT: Hold, hold on.
23 MR. WALLACE: I'm sorry.
24 THE COURT: State your objection.
25 MR. WALLACE: My objection is, he's just commentary.

18 (Pages 69 to 72)

Page 73

Page 75

1 He's not asking a question.
2 THE COURT: Well, he does at the end say ---
3 MR. WALLACE: Okay.
4 THE COURT: --- you know, he's ask ---
5 Q: He said your question -- your answer was a
6 couple years. A couple means two, but it was
7 more two, correct?
8 A: Basically, if you ask me, do I, do I need
9 utilities to actually spend the night in the
10 house? I don't. So actually I have spent
11 several nights in the house as traveling back
12 and forth. So yes, I have.
13 Q: Okay. Just kind a like camping?
14 A: Yeah, pretty much.
15 Q: Okay.
16 A: If you want to say that.
17 Q: All right. And you, you, you gave some
18 testimony about your valuation. Did you take
19 care of your, your property?
20 A: Good as I could, yes.
21 Q: Good as you could?
22 A: Uh-huh.
23 Q: All right. And you don't have receipts for
24 anything that you're claiming, do you?
25 A: Actually, I had receipts for everything that

1 evidence here to substantiate the value of any
2 of these items that you're claiming, do you?
3 A: I think we can go to Google again, go and pull
4 up items similar to the items that I have and
5 we could -- we can come ---
6 THE COURT: His, his question is, do you have
7 anything today?
8 A: Yes, I can -- I got Google today.
9 Q: Okay.
10 A: Yes.
11 Q: But you didn't -- you haven't introduced any of
12 that. You haven't introduced any Google values
13 of anything, other than you just gave testimony
14 of what you're feeling the value of these
15 things are.
16 A: No. Actually, I, I referred to Google to get
17 some of the value of ---
18 Q: Which ones?
19 A: A majority -- all of them, just about.
20 Q: Okay.
21 A: Uh-huh.
22 Q: So -- but you haven't introduced anything from
23 Google into the record.
24 MR. WALLACE: I object to the form. He wouldn't
25 introduce it. I would have to introduce it.

Page 74

Page 76

1 I'm claiming.
2 Q: And it just happened to be in the house is your
3 testimony?
4 A: Just happened to be in the safe haven that
5 nobody had a key to for 20 years but me.
6 Q: Okay. And in your deposition I asked you what
7 all you were claiming in your damages and you
8 listed a few things like pictures and baseball
9 cards, comic books and magazines. But you
10 didn't mention any of this other stuff, did
11 you?
12 A: If you want to go through my deposition, I also
13 told you that at that point of time that I
14 wasn't prepared -- I didn't know I had to have
15 a list prepared, and if I had time I would
16 prepare a list at a later date.
17 Q: Okay. And you were represented at that time?
18 A: Correct.
19 Q: By Mr. Garrett?
20 A: Correct.
21 Q: All right. And other than your testimony, you
22 don't have any documentation to substantiate
23 the value of any of these items, do you?
24 A: Repeat your question.
25 Q: Other than your testimony, you don't have any

1 Q: I -- I'm just asking a question.
2 THE COURT: We won't say introduced, but has -- does
3 he have any evidence?
4 MR. WHITE: Yes, Google.
5 Q: All right. Google. All right. And you, you,
6 you testified that a customer gave you an
7 \$18,000 statue?
8 A: I didn't say he gave it to me. I purchased it.
9 Q: You purchased it? Okay. Who was that
10 customer?
11 A: I can't remember. It's probably over 15 years
12 ago. I can't remember his name. He was -- I
13 had hundreds of customers over the years.
14 Q: All right. And you said you had a \$10,000
15 Michael Jordan picture?
16 A: Did I say that? Yes.
17 Q: I thought I understood your testimony ---
18 A: Yes, yes I did.
19 Q: Okay. But you also had a \$75 Michael Jordan
20 picture?
21 A: Uh-huh.
22 Q: So, two pictures?
23 A: If it's on there, correct.
24 Q: Well, the \$10,000 Michael Jordan picture isn't
25 on here. The \$75 Michael Jordan picture is.

Page 77

Page 79

1 A: Okay. If we -- if you want me to refer to the
2 list because my list is so compiled that maybe
3 I, maybe I typo on my, on my behalf, or error
4 or something, that I missed something, so I'm
5 not sure.
6 Q: Okay. And are you testifying that everything
7 in this list is worth the same value that it --
8 at the time of the demolition as it was when
9 you bought it?
10 A: I mean, just like you buy stuff, it goes up in
11 value. So maybe it's more than it was at the
12 time.
13 Q: So you're saying in the items you bought --
14 the, the, the values you have on here are
15 actually more than what you bought them for?
16 A: They ---
17 MR. WALLACE: I object to that. He didn't -- that's
18 a misstatement as to what he testified to.
19 THE COURT: Well, him -- he can ans- -- answer yes
20 or no?
21 MR. WALLACE: Yeah, he can answer yes or no.
22 A: Repeat the question.
23 Q: Your testimony is that the value on here that
24 you give the -- at the time of demolition, the
25 value of the items was actually more?

1 THE COURT: Okay. All right. Do you want to call
2 your next witness?
3 MR. WALLACE: Let me consult with my client.
4 THE COURT: Sure.
5 MR. WALLACE: Okay.
6 (Off the record from 10:57 a.m. until 11:02 a.m.)
7 MOTIONS:
8 THE COURT: Any motions?
9 MR. WALLACE: I'm gonna move for summary judgment on
10 the trespass issue. I'm going to say Mr. White
11 testified as to the, the damages he suffered,
12 or at least with respect to liability. I'm
13 gonna, I'm gonna move for summary judgement on
14 lia- -- liability. I'm going to say he
15 testified about the house being damaged. I
16 don't think there's any issue about the house
17 being demolished. I don't think there's any
18 issue about Mr. White dwelling in the house or
19 using the house, and quite frankly I don't
20 think that trespass requires that they know.
21 I mean, there was a sign up that said No
22 Trespassing. So, I'm just going to move on
23 summary judgment on those grounds.
24 RULING ON MOTION
25 THE COURT: Okay. I'm gonna deny that motion.

Page 78

Page 80

1 A: The value that's on there probably, perhaps it
2 could be more. If we had -- if I had the
3 opportunity to get a appraisal, somebody that
4 could validate it, so who knows?
5 Q: All right. And what, what was the value that
6 you had the contents of the house insured for?
7 A: I didn't have insurance policy on the contents
8 in the house.
9 Q: Okay. That was a lot -- I mean, according to
10 you it was a lot of valuable property. You
11 didn't have it insured?
12 A: Well, you know, how many people have -- think
13 that somebody's going to demolish- -- demoli-
14 -- do a demo on their house. Had I known you
15 was going to demo it the day before, I would
16 have got \$1,000,000 insurance policy to cover
17 it. So, to answer your question, no I didn't.
18 And that's a, that's a good, a good lesson for
19 me today, to make sure I insure my valuable
20 possessions, because who knows who may do a
21 malicious act on me one day and I don't have
22 coverage.
23 MR. SMITH: I don't have any other questions.
24 THE COURT: Any redirect?
25 MR. WALLACE: I don't have any redirect.

1 MR. WALLACE: Okay. thank you.
2 MOTION
3 MR. SMITH: Judge, I'll, I'll move for directive
4 verdict. There's been no testimony that would
5 establish knowledge on my client's part that
6 Mr. White had any presence, certainly not
7 living in the, the property, and there
8 certainly hasn't been any type of reliable
9 valuation of the property, even if you get past
10 that step.
11 RULING ON MOTION
12 THE COURT: Okay. I'm gonna die- -- deny that
13 motion.
14 MR. SMITH: Thank you.
15 THE COURT: All right. Call your first witness.
16 MR. SMITH: All right. I will call -- Defense will
17 call Lesley Lane.
18 THE COURT: All right. If you'd raise your right
19 hand.
20 MS. LANE: (Witness complies.)
21 THE COURT: Do you solemnly swear the testimony you
22 give to be the truth, the whole truth and
23 nothing but the truth?
24 MS. LANE: I do.
25 PLAINTIFF'S CASE

20 (Pages 77 to 80)

Page 81

Page 83

1 LESLEY LANE, having been duly sworn, testifies as
 2 follows:
 3 MS. LANE - DIRECT EXAMINATION BY MR. SMITH:
 4 Q: Ms. Lane, good morning. Where do you work,
 5 currently?
 6 A: I work for GMI Holdings.
 7 Q: Okay. And you from Greenwood?
 8 A: I am.
 9 Q: All right. How long have you been with GMI
 10 Holdings?
 11 A: 9 and a half years.
 12 Q: Okay. And what are your job responsibilities?
 13 A: I'm -- I have two roles. I'm the executive
 14 assistant to the President for Greenwood
 15 Communities and Resorts, which is -- falls
 16 under the GMI umbrella, and I also act as the
 17 director of property management for Greenwood
 18 Development Company and I manage our real
 19 estate holdings.
 20 Q: Okay. And was that your role in July of 2022
 21 when the house at 341 Maxwell was demolished?
 22 A: Yes, it was.
 23 Q: Same job responsibilities?
 24 A: Yes.
 25 Q: All right. And so you mentioned GMI. You, you

1 the potential for de -- demolition of the
 2 house?
 3 A: Yeah. So I believe it was June of 2021 that --
 4 and, and I'd have to look back at the letter
 5 that I received to be sure on that date, that
 6 we received from the City of Greenwood's Code
 7 Enforcement Officer telling us that the
 8 building was an unsafe structure and giving us
 9 several options to cure what they said was a
 10 violation of, of code due to the, the shape of
 11 the house -- the condition of the home.
 12 Q: Okay. And I, I guess just briefly, did you
 13 receive any other violation notices other than
 14 the house?
 15 A: I'd received several violation notices for both
 16 the service station as well as the residential
 17 property over the course of the last four years
 18 I believe.
 19 Q: Okay. I want to show you what we'll mark as
 20 Defendant's Exhibit -- excuse me, Plaintiff's
 21 Exhibit 2.
 22 THE COURT: For identification ---
 23 MR. SMITH: Well ---
 24 THE COURT: --- or are you going to admit it?
 25 MR. SMITH: --- we'll, we'll admit -- seek to admit

Page 82

Page 84

1 work for the, the global -- the, the, the upper
 2 entity, I should say?
 3 A: I do, and I have roles that spread across
 4 several of the entities that fall underneath
 5 that umbrella if you will at GMI.
 6 Q: Okay. And does that in -- that includes
 7 Greenwood Mills?
 8 A: Yes.
 9 Q: Okay. Tell me -- and I guess we're
 10 specifically talking about the, the house right
 11 now becau -- as, as, as, I think Judge Watson
 12 is familiar -- the, the property at 341 Maxwell
 13 was kind of an L-shaped split between -- with
 14 Gulf Street in the middle -- there was a
 15 filling station on the east end, at one point,
 16 was a house on the west, correct?
 17 A: Correct.
 18 Q: All right.
 19 THE COURT: Yeah, I'm very familiar with the
 20 property.
 21 Q: All right.
 22 THE COURT: I was Senator Drummond's lawyer in
 23 Green -- Greenwood Petroleum was right there.
 24 I was there many, many times.
 25 Q: Tell me how, how you came to, came to analyze

1 this.
 2 Q: Can you ---
 3 MR. WALLACE: Do you have a copy?
 4 MR. SMITH: Sure. There you go.
 5 MR. WALLACE: I object to the relevance. I don't
 6 think this is referring to the residential
 7 property at all.
 8 THE COURT: Okay. I'm going to let you tie it in.
 9 MR. SMITH: Your Honor, essentially I would go to
 10 the, the care that Mr. White took with his
 11 property.
 12 MR. WALLACE: I don't think that's relevant.
 13 THE COURT: I mean, I don't, I don't see how that's
 14 relevant.
 15 MR. SMITH: Okay.
 16 THE COURT: You need to ---
 17 MR. SMITH: That, that's fine.
 18 THE COURT: We're really -- this is just talking
 19 about a counterclaim ---
 20 MR. SMITH: Sure.
 21 THE COURT: --- for property in the house that was
 22 destroyed and ---
 23 MR. SMITH: Sure.
 24 THE COURT: --- nothing else.
 25 Q: This was, this was a letter regarding the

Page 85

Page 87

1 vehicles that were on the property, correct?
 2 A: Yes.
 3 Q: We'll go straight to, what I'll mark as
 4 Defendants -- excuse me Plaintiff's Exhibit ---
 5 THE COURT: Don't -- let's not mark until it's ---
 6 MR. SMITH: Okay.
 7 THE COURT: --- admitted and, and let's -- we don't
 8 have an Exhibit 2 unless you want it for
 9 identification.
 10 MR. SMITH: Well, it just -- I think for its ID ---
 11 THE COURT: If you want it for identification.
 12 MR. SMITH: Yeah.
 13 (Plaintiff's Exhibit Number 2 was marked for
 14 identification purposes.)
 15 Q: Let me show you a letter, if you could ---
 16 MR. WALLACE: Can I see it?
 17 MR. SMITH: Sure.
 18 THE COURT: Do you want me to make some copies of
 19 what you've got?
 20 MR. SMITH: Sure. And I've, I've, I've got it
 21 numbered but it may, it may be quicker if you
 22 do, yeah.
 23 THE COURT: All right.
 24 MR. WALLACE: Question about how you're going to
 25 mark it or ---

1 late ---
 2 MR. WALLACE: Okay.
 3 THE COURT: --- on that ---
 4 MR. WALLACE: Okay.
 5 THE COURT: --- because it's already been, but ---
 6 MR. WALLACE: He didn't admit it, did he? He just
 7 questioned her about it. He didn't move to ---
 8 MR. SMITH: She read the, read the letter.
 9 Q: But you received that letter, correct?
 10 A: I did, yes.
 11 Q: All right. And did this -- did these two pages
 12 come with that letter?
 13 A: Yes, this was a portion of the supplemental
 14 documents that were attached to the letter.
 15 Q: All right.
 16 MR. SMITH: And -- well, first we'll move to
 17 introduce that series of documents in as
 18 Plaintiff's Exhibit 3.
 19 THE COURT: Collectively, okay.
 20 MR. WALLACE: I'm going to object to hearsay. I'm
 21 just gonna say it's hearsay. They're offering
 22 for the truth asserted it I believe.
 23 THE COURT: Well she's, she's testified that she
 24 received the letters and she's admitting that
 25 as a letter that she received, and the letter

Page 86

Page 88

1 THE COURT: Any objection to admitting? Are you
 2 wanting to lay a foundation first?
 3 MR. WALLACE: Lay a foundation first ---
 4 THE COURT: Okay.
 5 MR. WALLACE: --- and then we'll ---
 6 THE COURT: Okay. Go ahead.
 7 MR. WALLACE: --- see if I have an objection.
 8 Q: Ms. Lane, can you tell me what that letter
 9 states?
 10 A: Yes. This is a complaint, an order dated June
 11 17th, 2022, from Ernie Davis, the Code
 12 Enforcement Officer for the City of Greenwood,
 13 that states that based on a recent inspection
 14 of the property located at 110 Gulf Street,
 15 that the property is in violation of City of
 16 Greenwood Code of Ordinances 24-25, section
 17 401-2, that it is unsafe, unsanitary and unfit
 18 for human habitation and is a hazard to the
 19 safety and health and the welfare of the
 20 residents of the City of Greenwood.
 21 Q: Okay.
 22 MR. WALLACE: I object.
 23 Q: And I want to make sure I ---
 24 THE COURT: Okay. He, he's objected to that's
 25 hearsay, but I, I think your objection's too

1 will speak for itself ---
 2 MR. WALLACE: Okay.
 3 THE COURT: --- the contents of it.
 4 MR. WALLACE: Thank you.
 5 (Plaintiff's Exhibit Number 3 was marked for
 6 identification purposes.)
 7 Q: And as part of your job, was it one of your
 8 roles to investigate your employer's property
 9 when you receive these types of notices?
 10 A: Yes.
 11 Q: All right. And as a result of that
 12 investigation, what did you find?
 13 A: Based on my inspection of the exterior of the
 14 property I asked my staff to inspect the
 15 interior of the property, to which they did.
 16 And based on both of our inspections I made the
 17 recommendation to the property owner that the
 18 property be demolished.
 19 Q: All right. I'm going to show you some -- a
 20 series of photographs.
 21 MR. SMITH: And Judge, you -- we can, we can label
 22 these individually or collectively, whatever
 23 works best for you.
 24 THE COURT: It doesn't matter to me but let's see
 25 them.

22 (Pages 85 to 88)

Page 89

Page 91

1 MR. WHITE: These, these weren't in discovery.
2 MR. SMITH: Yeah, they were.
3 MR. WHITE: I got discovery, I got discovery. That
4 wasn't in discovery.
5 MR. WALLACE: Okay. Well, I'm going to object to
6 them as not being produced, and I don't ---
7 MR. SMITH: They were all produced in discovery, but
8 we've already introduced the picture of his
9 that wasn't introduced in discovery.
10 MR. WHITE: I've got discovery here.
11 THE COURT: I'm going to allow it. I'm going to
12 allow it.
13 MR. SMITH: Thank you.
14 Q: Ms. Lane, if you could identify those
15 photographs?
16 A: Sure. The first photograph -- it appears to be
17 a picture of the south side of the home. And
18 this picture was included with the letter that
19 I received dated June 17th.
20 Q: Were these photographs that you took?
21 A: No. These are not photographs that I took.
22 These are photographs that the code enforcement
23 officer took and included with that letter.
24 Would you like for me to look at each one?
25 Q: Yeah, if you could identify each one.

1 THE COURT: I think we're on number 4.
2 MR. WALLACE: 4? Okay.
3 THE COURT: And we'll be off the record while the
4 court reporter is marking them.
5 (Off the record discussion.)
6 (Plaintiff's Exhibits Number 4 through 8 were
7 introduced into the record at this time.)
8 Q: And so, Ms. Lane, you viewed the outside of the
9 house?
10 A: Yes.
11 Q: And what kind of condition was that house in?
12 A: The roof appeared to be in terrible condition.
13 I was able to tell that the shingles of the
14 roof were asbestos shingles, just from
15 experience of seeing asbestos shingles. There
16 were a great deal of vegetation around --
17 growing up around the outside of the property.
18 And the front door appeared to have been
19 boarded shut with plywood.
20 Q: Okay. But you didn't, you didn't go in the
21 property?
22 A: I did not. I didn't have the tools to enter
23 being that it was boarded shut.
24 Q: Gotcha. And so you sent -- you -- I think your
25 testimony was you sent some folks over there to

Page 90

Page 92

1 THE COURT: I mean I don't think it's necessary to
2 say which side of the house ---
3 MR. SMITH: Okay.
4 MS. LANE: Okay.
5 THE COURT: -- you're looking at.
6 MR. SMITH: That's fine.
7 MS. LANE: Okay.
8 THE COURT: There are pictures of the house.
9 MS. LANE: Yeah, okay.
10 Q: Let me just, let me just ask, are these all
11 photographs of the house that you received from
12 the code enforcement ---
13 A: Yes.
14 Q: --- officer?
15 A: They're all photographs of the exterior of the
16 home that I received from the code enforcement
17 officer.
18 Q: Now we've moved to introduce these. I, I
19 think, probably the best way to do this would
20 be individually.
21 THE COURT: However y'all want to do it, is fine.
22 MR. SMITH: I've got five of them.
23 MR. WALLACE: And which number are we starting with?
24 I know there was some documents that are
25 labeled but wasn't included as exhibits.

1 inspect the inside?
2 A: I sent two of our team staff members, Reed
3 Going and another gentleman who's no longer
4 employed with us.
5 Q: Okay. And as a result of your inspection of
6 the out- -- the exterior of the building and
7 the knowledge you gained from their inspection
8 of the inside of the building, what did you do
9 at that point?
10 A: I made the recommendation to the owner to have
11 the home demolished, based on what I believe
12 would be the cost the owner would incur to
13 bring the, the property up to code versus a
14 demolition. And then, at that time, the owner
15 instructed me to have bids prepared by
16 contractors.
17 THE COURT: Is the owner the Plaintiff?
18 MS. LANE: Yes.
19 THE COURT: Okay.
20 MS. LANE: Yes, Mr. Self.
21 A: Mr. Self instructed me to have bids prepared by
22 contractors for the cost of demolition.
23 Q: Okay. And did you have any knowledge that Mr.
24 White, Mr. White's stuff may have been in the
25 house?

Page 93

Page 95

1 A: I did not.
 2 Q: Okay. And did you get bids, bids on the --
 3 for, for demolition?
 4 A: I did.
 5 Q: Okay. And did you have to get a, a permit to
 6 demolish?
 7 A: Yes.
 8 Q: All right. I want to show you this. Is that
 9 ... I'm sorry. I need to show it to Mr.
 10 Wallace.
 11 MR. WALLACE: I'm going to object to this as
 12 hearsay. It's not signed by any of the
 13 contractors or anything, so I think they would
 14 have to testify.
 15 THE COURT: Does anybody dispute the house was
 16 demolished?
 17 MR. SMITH: No. I mean, I think that's clear.
 18 MR. WALLACE: Then, then what's the relevance of
 19 this? I mean, they destroyed it.
 20 THE COURT: I don't know what the relevance of why
 21 you had a permit or not, but I mean I'll allow
 22 this.
 23 MR. WALLACE: Okay.
 24 THE COURT: I don't see any -- are you, are you
 25 contending they demolished it without a permit?

Page 94

Page 96

1 MR. WHITE: --- that you gotta have a permit.
 2 MR. WALLACE: I'm sorry.
 3 THE COURT: Are you contending that they demolished
 4 it without a permit?
 5 MR. WHITE: It wasn't signed.
 6 MR. WALLACE: I don't know whether it was or not. I
 7 just know that this isn't signed by any sort of
 8 contractor, so it kind of raises the question.
 9 THE COURT: Okay. But is that relevant to any cause
 10 of action that you're asserting?
 11 MR. WALLACE: Well, I don't think it's relevant that
 12 he's introducing it. I don't think it's
 13 relevant.
 14 THE COURT: For whatever it's worth, he can
 15 introduce it.
 16 MR. SMITH: Your Honor, if you don't find the
 17 permitting process relevant or not, then I
 18 don't have any other questions.
 19 THE COURT: The, the house was demolished ---
 20 MR. SMITH: Right.
 21 THE COURT: --- correct?
 22 MR. SMITH: Yes.
 23 THE COURT: And the question is, was there stuff in
 24 there or was there not stuff in there? And if
 25 there was stuff in there, what was there and

1 what was it worth? I mean, that's really what
 2 we have today, isn't it?
 3 MR. WALLACE: It's my understanding.
 4 MR. SMITH: Right.
 5 THE COURT: Okay, so ---
 6 MR. SMITH: I, I just -- I wanted to establish that
 7 the house was demolished legally. That was the
 8 only reason.
 9 THE COURT: Well, whether it was legally or
 10 illegally, it's demolished.
 11 Q: Thank you, Ms. Lane. I don't have any other
 12 questions for you.
 13 MS. LANE - CROSS-EXAMINATION BY MR. WALLACE:
 14 Q: Okay. Ms. Lane, let's see. I think you
 15 testified earlier that you did not enter the
 16 house, correct?
 17 A: That's correct.
 18 Q: Okay. So you don't have any knowledge of what
 19 Mr. White had inside the house?
 20 A: No first-hand knowledge, correct.
 21 Q: Okay. And did, did you see the No Trespassing
 22 signs?
 23 A: There were no No Trespassing signs when I
 24 arrived on the property.
 25 Q: Okay. Hold on one second. Bear with me.

1 A: Sure.
 2 THE COURT: To be clear, there were not any No
 3 Trespassing ---
 4 MS. LANE: Correct.
 5 MR. SMITH: There were no No Trespassing signs.
 6 MS. LANE: I used a double negative there.
 7 Q: Okay. Ms. Lane, did you know there was a lis
 8 pendens filed on Mr. White on the house at the
 9 time it was destroyed?
 10 A: I don't recall if I knew it at the time or not.
 11 Q: Okay. Did your -- why didn't your
 12 investigation look into that?
 13 A: My investigation ends with the condition of the
 14 house.
 15 Q: That's all you investigated?
 16 A: That's correct.
 17 Q: Okay. But you recommended that it be destroyed
 18 without looking in to see whether or not there
 19 was anything other than the condition of the
 20 house?
 21 A: I did because it was my understanding that
 22 Greenwood Mills was the owner free and cle- --
 23 had free and clear title to the home.
 24 Q: Okay. Did you, did you ask Mr. Self whether
 25 anybody was residing in the house or utilizing

24 (Pages 93 to 96)

Page 97

Page 99

1 the house?
 2 A: I did not ask him that.
 3 Q: Okay. Did you ask anybody else?
 4 A: I did not.
 5 Q: Did you do any investigations of whether
 6 anybody residing in the house?
 7 A: I inquired -- I asked my staff to go inside the
 8 house, and based on their report back to me I
 9 knew no one was living in the home.
 10 Q: Okay. Did you -- I guess outside of talking
 11 with your staff, did you do anything else to
 12 try to figure out whether somebody was living
 13 in the home ---
 14 A: No.
 15 Q: --- other than them going inside the home?
 16 A: No.
 17 THE COURT: And I'm going to interrupt you once
 18 more.
 19 MS. LANE: Sure.
 20 THE COURT: Is your staff member going to testify
 21 today?
 22 MS. LANE: Yes.
 23 THE COURT: Okay. Then -- otherwise you can't say
 24 what he ---
 25 MS. LANE: Understood.

1 house was destroyed that Mr. White was in
 2 possession of the Maxwell property, correct?
 3 A: Understood that, that Mr. White was in
 4 possession of the 341 Maxwell Avenue property,
 5 yes.
 6 THE COURT: Was that the gas station?
 7 MS. LANE: That is the service station, correct.
 8 Q: Okay. But, but if they were one parcel, why
 9 didn't you go talk to Mr. White about
 10 destroying the house?
 11 A: Well Mr. White evaded my phone calls for many
 12 years. I spoke with him in 2018 once, and once
 13 he had my phone number he never answered my
 14 calls again.
 15 Q: Okay. How many times did you call?
 16 A: Once that I spoke with him directly ---
 17 Q: Okay.
 18 A: --- and then I don't remember how many times I
 19 called him after that point.
 20 Q: But did you ever write him?
 21 A: No. I did not have an address for him.
 22 Q: Okay. But you knew he used the Maxwell
 23 address, correct?
 24 A: I did.
 25 Q: Why didn't you write him at the Maxwell

Page 98

Page 100

1 THE COURT: --- said.
 2 MS. LANE: Yeah.
 3 THE COURT: But no ---
 4 MS. LANE: Yeah.
 5 THE COURT: --- if he's going to bring it up, that's
 6 fine.
 7 A: I'm also in charge of collecting rent for all
 8 of our, our properties that we lease, and I
 9 knew we weren't receiving rent for that
 10 particular property. So I had no way of, of
 11 even assuming anyone was living in that home.
 12 Q: Okay. Did you know that the, that the Gulf
 13 Street property and the Maxwell property were
 14 one tax ID?
 15 A: I do not remember if I knew that at the time or
 16 not.
 17 Q: Okay. You didn't investigate as to whether or
 18 not they were one tax ID at the time?
 19 A: I don't remember the date that I first learned
 20 that they were one tax ID. So I -- and I, I
 21 don't remember by which means that I learned
 22 that, if it was through my investigation or if
 23 it was through discussion with either the owner
 24 or our attorney.
 25 Q: But you would have -- you knew at the time the

1 address?
 2 A: I can't give you -- I don't know why I didn't.
 3 I, I believe, at that time, I actually asked
 4 our attorney, Bill Watkins, to take over, and
 5 that's when the 2018 actions began.
 6 Q: Okay. I have no further questions.
 7 THE COURT: Any re-direct?
 8 MR. SMITH: I don't have any re-direct.
 9 THE COURT: Okay. Call your next witness.
 10 MR. SMITH: We'll call Reed Goings.
 11 THE COURT: Mr. Goings, do you solemnly swear the
 12 testimony you give will be the truth, the whole
 13 truth and nothing but the truth?
 14 MR. GOINGS: Yes, sir.
 15 THE COURT: Okay. Can you hear him okay down here,
 16 or would you rather he move down?
 17 COURT REPORTER: He's good there as long as he --
 18 he's doing good.
 19 THE COURT: Okay. Thank you.
 20 REED GOINGS, having been duly sworn, testifies as
 21 follows:
 22 MR. GOINGS - DIRECT EXAMINATION BY MR. SMITH:
 23 Q: Reed, good afternoon. Reed, where do you work?
 24 A: I work for GMI Holdings.
 25 Q: All right. And how long have you been working

25 (Pages 97 to 100)

Page 101

Page 103

1 for GMI Holdings?
 2 A: A little, a little over three years.
 3 Q: Okay. And what is your job title and
 4 responsibilities?
 5 A: My official job title is Facility Supervisor,
 6 just kind of over everyday maintenance, taking
 7 care of properties owned by different entities
 8 under the GMI umbrella, I guess, and just doing
 9 day-to-day maintenance on buildings that we may
 10 take care of for our tenants.
 11 Q: All right. So you deal, you deal with a number
 12 of commercial properties?
 13 A: Yes, sir.
 14 Q: All right. Tell me about your knowledge of 341
 15 Maxwell Avenue.
 16 A: So my knowledge of that property bega --
 17 pretty much began when we received the notice
 18 from the county or city or whoever just saying
 19 it was a di -- dilapidated piece of property.
 20 At that time, I was instructed to go to the
 21 property and just put my eyes on it, go inside,
 22 just see what the condition of the property was
 23 according to the letter we had received.
 24 Q: Okay. Di -- did Ms. Lane task you with doing
 25 that?

1 Mr. Cathcart's visit to the interior of the
 2 property?
 3 A: Yes, sir. They are. Yes, sir.
 4 Q: All right. I'm going to mark those as
 5 Defendant's ---
 6 THE COURT: You want to enter them into evidence?
 7 MR. SMITH: Yes.
 8 THE COURT: Yes, okay. Any objection?
 9 MR. WALLACE: No objection.
 10 THE COURT: Okay.
 11 (Plaintiff's Exhibits Number 9 through 12 were
 12 entered into the record at this time.)
 13 Q: Reed, were, were all of these photographs
 14 pictures y'all took of the interior of the
 15 property?
 16 A: Yes, sir.
 17 Q: All right. Was there -- tell me a little bit.
 18 Are you a collector yourself?
 19 A: I'm not a collector per se, but I definitely
 20 have hoarder tendencies at my house.
 21 Q: All right.
 22 A: I like to hang on to things.
 23 Q: Was there anything in there worthy of keeping?
 24 MR. WALLACE: Object -- I object to that. I mean, I
 25 don't think he can answer to what's worthy or

Page 102

Page 104

1 A: That's right. Yes, sir.
 2 Q: All right. And so what did you, what did you
 3 do as a result of her tasking you with that?
 4 A: So me and a gentleman that no longer works with
 5 us, we went over there. We had to -- the, the
 6 house was boarded up, so it took us a few
 7 minutes to get into the house. But we entered
 8 into the front door after taking the boards
 9 down, and basically just looked at each other
 10 and said be careful in this house. We went in
 11 and ---
 12 Q: Who were you with?
 13 A: Steven Cathcart.
 14 Q: Okay.
 15 A: He was also facilities at the time.
 16 Q: All right.
 17 A: So we went in and took some pictures of inside
 18 the house. Just looked at the overall
 19 condition of the house and then went back to
 20 Lesley after we kind of did our investigation
 21 and just gave her a recommendation of what we
 22 thought needed to be done at that time.
 23 Q: Okay. And I'm going to show you some
 24 photographs. I got four photographs. Are
 25 these photographs that were taken on yours and

1 not.
 2 THE COURT: Well, he can say what would have been
 3 worthy to him. Let him ---
 4 Q: Anything ---
 5 THE COURT: --- state his opinion.
 6 Q: --- anything of value in there?
 7 A: No, not that I saw.
 8 Q: All right. Was there -- I see the -- looks
 9 like the roof was -- the ceiling was starting
 10 to come in ---
 11 A: Yes.
 12 Q: --- at one point.
 13 A: Yes, sir.
 14 Q: Were there food items in the house?
 15 A: There were. There were, like, big commercial
 16 grade cans of ketchup that had actually
 17 exploded inside the cabinets. Just -- I --
 18 the, I guess, the photos kind speak for
 19 themselves. There was stuff everywhere just
 20 ransacked, basically, is what it looked like.
 21 There was mice and cockroaches and snakes and
 22 everything, just all over everything.
 23 Q: All right. And had you dealt with, in any of
 24 those commer -- commercial properties that
 25 you've helped maintain, vagrants would break

26 (Pages 101 to 104)

Page 105

Page 107

1 into homes?
 2 A: Absolutely.
 3 Q: All right. Did you have any concerns about
 4 vagrants based on your inspection of the
 5 interior of the property?
 6 A: To me it looked like there had probably been
 7 some vagrants in there at one point. The house
 8 was pretty well boarded up when we got there.
 9 Like I said, it took us a few minutes to get
 10 in, but we did try to enter through the front
 11 door. I didn't go around and try to go through
 12 windows or anything like that. Just because it
 13 was a piece of our property, we try to go
 14 through the front door. But it does -- to me
 15 it did look like it was forgotten about and
 16 somebody had been in there and kind of picked
 17 through everything and destroyed everything and
 18 it just looks like it had been forgotten about.
 19 Q: All right. Did you see any No Trespassing
 20 signs on the outside?
 21 A: No, sir.
 22 Q: All right. Did you see any utility boxes on
 23 the outside?
 24 A: No, sir.
 25 Q: All right. Thank you, Reed. I don't have any

1 THE COURT: I, I will take judicial notice of that
 2 fact.
 3 Q: Okay. And -- well, do you of value to Mr.
 4 White?
 5 A: I've been in the maintenance business and been
 6 taking care of properties for going on 20 years
 7 now, and in my opinion there was nothing in the
 8 house of value at all.
 9 Q: So you determined what's of value to Mr. White,
 10 correct?
 11 A: That's my opinion of that property.
 12 Q: Okay. I have no further questions for him.
 13 THE COURT: Any re-direct?
 14 MR. SMITH: No re-direct, Your Honor.
 15 THE COURT: Any more witnesses?
 16 MR. SMITH: Yeah, I'm going to Camala Hinkle.
 17 THE COURT: Okay. All right. Would you raise your
 18 right hand?
 19 MS. HINKLE: (Witness complies.)
 20 THE COURT: Do you swear the test-- do you
 21 solemnly swear to tell -- the testimony you
 22 give will be the truth, the whole truth and
 23 nothing but the truth?
 24 MS. HINKLE: Yes, sir.
 25 THE COURT: Okay.

Page 106

Page 108

1 other questions for you. Appreciate it.
 2 MR. WALLACE: Give me one second.
 3 THE COURT: Sure.
 4 (Off the record discussion.)
 5 MR. GOINGS - CROSS-EXAMINATION BY MR. WALLACE:
 6 Q: Mr. Reed -- Mr. Goings.
 7 A: Mr. Goings, yes.
 8 Q: Okay. Would you agree at the time -- the house
 9 -- that you went inside the house it was
 10 secured?
 11 A: Secured from the front entrance, yes.
 12 Q: Okay. So y'all broke in the house?
 13 A: We took the plywood off the door.
 14 Q: Okay. And what did you do with the stuff that
 15 was already inside the house at the time you
 16 broke in?
 17 A: We left the stuff in the house. We didn't take
 18 anything out.
 19 Q: So you demolished all the stuff that was in the
 20 house?
 21 A: Correct.
 22 Q: Okay. And do you agree with the statement, one
 23 man's trash is another man's treasure?
 24 MR. SMITH: Your Honor, I object.
 25 MR. WALLACE: That's fine.

1 CAMALA HINKLE, having been duly sworn, testifies as
 2 follows:
 3 MS. HINKLE - DIRECT EXAMINATION BY MR. SMITH:
 4 Q: Good -- I think we're still morning, Ms.
 5 Hinkle, we are. Ms. Hinkle, where do you live?
 6 A: 3001 Scotts Ferry Road, Troy, South Carolina.
 7 Q: All right. And I know this is a kind of a
 8 loaded question, but what do you for a living?
 9 A: Started out interior design, became a
 10 residential commercial contractor, then went
 11 into the oil field. Started my own catering
 12 company, 1200 Meals A Day kind of catering to
 13 the frack locations. Then I had my own
 14 consulting company. Then I had -- came back
 15 here and started back into my excavation and
 16 grading side of my business, and we do
 17 excavation, grading, tree re -- tree and
 18 timber rededication. Anything you can do with
 19 a heavy piece of equipment, basically, or your
 20 hands ---
 21 Q: All right.
 22 A: --- and worked in the oil field, so ...
 23 THE COURT: You're saying oil?
 24 MS. HINKLE: Oil field.
 25 THE COURT: Like, like, in Texas?

Page 109

Page 111

1 MS. HINKLE: Yes, sir.
 2 THE COURT: Okay.
 3 MR. HINKLE: I have a ranch in, in Oklahoma and ---
 4 THE COURT: Okay.
 5 MR. HINKLE: --- I worked in the oil field in Texas,
 6 it's actually Texas/Oklahoma, so ...
 7 Q: All right. Is -- in, in, in the context of
 8 your work with large machinery, do you do
 9 demolition work too?
 10 A: Yes.
 11 Q: All right. And did you have occasion to bid on
 12 the demolition of that -- the house that we've
 13 been discussing today?
 14 A: Yes.
 15 Q: All right. And let me ask, did you win that
 16 bid?
 17 A: No.
 18 Q: Okay.
 19 A: I didn't win it.
 20 Q: But in the course of, of getting that bid, did
 21 you take a look at the interior of the house?
 22 A: Yes, I look at any project they -- anybody
 23 sends me out on. I do a full walkthrough, and
 24 I did that one, I think, in June of -- late
 25 June of 2022, something like that.

Page 110

1 Q: Okay. And when you in -- you, you inspected
 2 ---
 3 A: We inspected the house.
 4 Q: --- the house ---
 5 A: Yes, I did.
 6 Q: --- correct? And did you inspect the interior
 7 of the house?
 8 A: Yes, I did.
 9 Q: All right. Did you see any No Trespassing
 10 signs on the outside of the house?
 11 A: No.
 12 Q: Okay. And in the course of your investigation
 13 into the demolition, what did you find out
 14 about utilities on the house?
 15 A: When I got there, there's automatically propane
 16 or gas lines connected, so I always have to
 17 remediate those lines and cap them off for the
 18 utility company. So when I, when I went
 19 through that process the, the electrical
 20 utilities had been disconnected since 2013 was
 21 the earliest records they could go back to.
 22 And it had been totally stripped of utilities
 23 by CPWI in 2018, so it didn't have electrical.
 24 I did -- would have had to have capped the
 25 water, and then I did have to disconnect and

1 cap any gas or propane lines -- natural gas or
 2 propane.
 3 Q: All right. And in the interior, did -- at --
 4 with your experience as an interior decorator
 5 and in the restaurant business, did you see
 6 anything of salvage -- salvageable value
 7 inside the house?
 8 A: No. There was nothing I would serve a client
 9 on in that house. I would -- trust me on this
 10 one -- at all. I mean, there was raccoon
 11 feces, there was -- it was the most disgusting,
 12 cockroach infested -- I mean literally we
 13 didn't touch anything in the house. Now when
 14 we got there, we went to the back door. I
 15 didn't come through the front door. And the
 16 back door had a bunch of stuff pushed up
 17 against it. And I said, oh well, we'll just
 18 pull this stuff back. Well, when we did, the
 19 board came back and the glass was broken in the
 20 door. So I was like, okay well I still can't
 21 get in. I don't want to cut myself, and I had
 22 another gentleman with me, one of my operators.
 23 So we pushed, you know, just kind of pushed it
 24 back and stabilized whatever it was, because
 25 she had told me that they had thought they had

Page 112

1 suspected some vagrant activity. And I was --
 2 and I'm used to this working with Greenwood
 3 Mills and all the tracts and lands that they
 4 have. I've done a lot of remediation on
 5 vagrant activity, so I can recognize it really
 6 well. So we went around to the front and we
 7 had to unscrew the plywood on the door and go
 8 in.
 9 Q: All right. And the photographs that have been
 10 introduced into evidence of the interior of the
 11 house, is that what it looked like when you
 12 went in?
 13 A: It was. It -- that was every room, every room
 14 in the house. There was -- then the water --
 15 the ceiling was leaking and it had created
 16 pools under it, and you could -- literally, the
 17 floor was going to fall in I mean if, if you
 18 stepped. So we kind of had to walk tight along
 19 the walls on the seals. I can't even tell you.
 20 It was, it was bad ---
 21 Q: All right.
 22 A: --- it was bad.
 23 Q: Ms. Hinkle, I don't have any other questions
 24 for you. Thank you.
 25 MS. HINKLE - CROSS-EXAMINATION BY MR. WALLACE:

28 (Pages 109 to 112)

Page 113

Page 115

1 Q: Just, just a couple questions.
 2 A: Sure.
 3 Q: Did you look inside any of the bags that were
 4 in the house?
 5 A: I'm not touching anything in those bags. What
 6 I did see that was torn open, and you can see
 7 that in the pictures, was of no value. I mean
 8 it, literally, was rat, excuse me, pee and it
 9 was, it was bad.
 10 Q: So if I were to tell you those were Mr. White's
 11 mother's clothes you wouldn't think they had
 12 any value to him?
 13 A: Let me put it this way. If it was my mother's
 14 clothes, I wouldn't have left them in the home
 15 if they were that valuable in the first place.
 16 Q: But if he was using the home, wouldn't it make
 17 sense that he would use it as storage?
 18 THE COURT: I mean, I guess, your opinion of what
 19 it's worth to him you really can't say, and I
 20 mean only he can say what it's worth to him.
 21 Q: Okay. You have any idea who boarded the house
 22 up?
 23 A: I have no idea.
 24 Q: Okay. You look into that at all?
 25 A: Didn't have to.

1 Q: So do you have any idea who boarded the house
 2 back up after Mr. Goings went in there?
 3 A: He put it back.
 4 MR. GOINGS: Can I answer that?
 5 A: I just took the same screws out.
 6 MR. GOINGS: Can I answer that?
 7 THE COURT: Not right yet.
 8 MR. GOINGS: Okay.
 9 A: No. They had told me before you will have to
 10 take something to unscrew if you get in. And
 11 I was, like, oh, well the back door's right
 12 here. I can just go in, right? It just looked
 13 like trash pushed up against the door, and we
 14 didn't go through that way.
 15 THE COURT: Was the back door boarded?
 16 MS. HINKLE: The back door had a board against it
 17 and it looked like some old car parts and stuff
 18 just -- and you could see, like, where the
 19 coons would be climbing in the window. So I
 20 mean it was, it was -- there was a broken
 21 glass. In my opinion of doing this for so
 22 long, there was a major vagrant issue in that
 23 place. And, I mean, or -- I've cleaned it up
 24 on this -- in this county, trust me, a lot of
 25 it.

Page 114

Page 116

1 Q: Okay.
 2 A: I, I knew -- I always check who owns the
 3 property. They had requested me to go out,
 4 give them a bid. We've done this multiple
 5 times on different occasions of things that
 6 they need me to do, so no, I didn't.
 7 Q: Okay. And just because the power was off, does
 8 that mean nobody's using the house?
 9 A: I, I couldn't ---
 10 MR. SMITH: I don't know if she is qualified to
 11 answer those questions.
 12 A: I don't -- I, mean if to me, I, I wouldn't live
 13 in a house with no power and no water, no
 14 sewer. But that's me. I kind of class myself
 15 a little higher than that. Sorry.
 16 Q: Okay. Did you unboard any of the house?
 17 A: Just the front door.
 18 Q: Just the front door? So did you do it or did
 19 Mr. Goings do it?
 20 A: No. I was not with him. I'm on a separate --
 21 I'm not part of Greenwood Mills. My -- I'm
 22 Mammoth Construction. I have my own
 23 construction company.
 24 Q: So who boarded ---
 25 A: We do grading and excavation, we don't ---

1 Q: Okay. I have no further questions.
 2 THE COURT: All right. You want to re-direct?
 3 MR. SMITH: I don't have any.
 4 THE COURT: Any other ---
 5 MR. SMITH: Can we chat just real quick ---
 6 THE COURT: Uh-huh. All right.
 7 MR. SMITH: --- if you don't mind.
 8 (Off the record from 11:48 a.m. until 11:52 a.m.)
 9 THE COURT: Okay. Any other witnesses?
 10 MR. SMITH: No, no other witnesses.
 11 THE COURT: Anything in rebuttal?
 12 MR. WALLACE: I'd like to put Mr. Rodney up as a
 13 rebuttal witness.
 14 THE COURT: Okay. You're still under oath.
 15 REBUTTAL WITNESS:
 16 MR. WHITE - DIRECT EXAMINATION BY MR. WALLACE:
 17 Q: Okay. Rodney, did you ever have any
 18 conversations with Ms. Lane?
 19 A: No.
 20 Q: You ever received any phone calls from Ms.
 21 Lane?
 22 A: No.
 23 Q: You ever received any let -- I'm sorry, go
 24 ahead.
 25 A: There was a text message. My brother had a dog

Page 117

Page 119

1 behind the property and somebody text me and
 2 said Rodney, whose dog is this? And I'm, like,
 3 -- and I thought, and I thought, it was a
 4 neighbor. And they always asked me for money,
 5 so I was like I ain't gonna even reply to it.
 6 I did not know it was Lesley until my former
 7 attorney -- so asked me. She said, do you have
 8 any numbers -- I think she -- I don't know how
 9 it came up. Then I looked back at my text
 10 message and I was, like, this is the same
 11 number that you said is Lesley's number. She
 12 -- I guess in the discovery, I said I got a
 13 text message from this number. And then she
 14 said this is Lesley Lane's number. So that's
 15 how I knew who she was, but before that I never
 16 met her. Never, never had a conversation with
 17 her.
 18 Q: But if she texts you and -- if she question you
 19 about a dog being on the property, wouldn't
 20 that mean that she knew that you were using the
 21 property?
 22 A: One hundred percent. My brother -- actually my
 23 brother has a disability, so my brother kind of
 24 can't -- I can't talk to him and get a lot of
 25 information out of him. He said the lady was

1 heart, she, she goes and she spends -- and I
 2 tell her -- she spent, she spent her whole
 3 retirement money, I guess, on clothes. She
 4 just loved to thrift. And she goes to stores
 5 and she buys them. And what we did, me and my
 6 siblings, we cleaned their house out. And she
 7 was like give it to Goodwill. I said, mom, you
 8 got too much money. Well I'm looking at price
 9 tags of the clothes that she don't even wear.
 10 I'm like, you got stuff you not even wearing.
 11 So it was, like, like I said, it was so much
 12 money that actually what I did now -- and I
 13 have a storage building that got -- it probably
 14 about 50 or 60 more bags that I got in storage
 15 right now. So and I did that prior to the de-
 16 -- demolition of the house. So actually, I, I
 17 rented a storage building and it has almost 100
 18 bags of clothes in it. So she had a lot of
 19 money that she's spent on those clothes. I
 20 mean, like I said, I think those bags -- if I
 21 had to do the math, at least \$500 because all
 22 the price tags were 10 to \$20. So that was --
 23 that -- it wasn't trash in the bags. And far
 24 as the condition of the house, I mean, I think
 25 it's ex- -- exaggerated because that house,

Page 118

Page 120

1 real nice. He said the lady gave him a dog
 2 house and she gave him some scrawl. And I was,
 3 like, what? So I'm thinking -- then I thought
 4 about it. I said the neighbor, maybe, maybe
 5 they just being nice to him. I thought it was
 6 the neighbor doing it. I didn't know it was
 7 her. So I had no idea it was her.
 8 Q: Okay. Bear with me one moment.
 9 A: Okay. And there's something else I want to
 10 add. She said, she said that when they found
 11 out it was mine, she contacted Bill Watkins in
 12 2018. There's no way possible she could have
 13 told Bill Watkins about this case because Bill
 14 Watkins was dealing with it in 2018. In 2021,
 15 Brandon Smith was involved. So Bill Watkins
 16 had -- ain't no way possible she could have
 17 told Bill Watkins, and when she, she just said
 18 in 2018. So in 2018, that's when I gave the
 19 proof of funds letter, so she had -- she could
 20 have no possible knowledge about Bill Watkins
 21 handling the case. Because Bill Watkins never
 22 -- I never spoke with Bill Watkins since 2018.
 23 Q: Let me ask you this. What was in those bags
 24 that you saw in the pictures?
 25 A: Clothes, my mother's a hoarder. Bless her

1 wasn't in -- I mean, come on. I mean, I had
 2 the house boarded up for a fat -- for a
 3 purpose, so won't nobody get in. I mean, the
 4 house wasn't in that bad of a shape. I mean,
 5 you know, but if I commit a crime, I'm going to
 6 take pictures and document my crime, so if I
 7 ever got to go in front of the jury or trial
 8 I'm gonna say, look, this is a picture I
 9 painted. I can't paint the picture. I can't
 10 go back in time and take the nice shots of
 11 everything that I got on the list. I'm
 12 deprived of that. So if I gotta -- if I gotta
 13 do something right -- if I gotta, like right
 14 now -- if I was to play -- I'm gonna -- look,
 15 let's document this. Why would you doc- -- if
 16 you, if you gonna tear down a house, why don't
 17 you document the stuff inside the house? Why?
 18 It's more pictures of the house than there is
 19 ---
 20 THE COURT: You're not really asking a question
 21 here.
 22 MR. WHITE: Oh, okay. I'm sorry.
 23 THE COURT: And I'm, I'm glad to give you a little
 24 bit of leeway.
 25 MR. WHITE: Yeah. I'm just, I'm just so emotional

Page 121

Page 123

1 about this whole thing. I'm sorry.
 2 THE COURT: Okay.
 3 Q: I don't have any further questions for Mr.
 4 White.
 5 THE COURT: Okay. Any cross?
 6 MR. WHITE - CROSS-EXAMINATION BY MR. SMITH:
 7 Q: Mr. White, the dog that you mentioned in
 8 question was being kept behind the filling
 9 station on the west side -- excuse me, on the
 10 east side of Gulf Street, correct?
 11 A: Correct.
 12 Q: All right. I don't have any other questions.
 13 THE COURT: Okay. Any, any other ---
 14 MR. SMITH: No.
 15 THE COURT: --- testimony?
 16 MR. WALLACE: No other testimony.
 17 MR. WHITE - QUESTIONS FROM THE COURT:
 18 THE COURT: Okay. I've got a couple of questions
 19 I'd like to ask. When was the last time you
 20 were in the house before it was demolished?
 21 A: Probably two months.
 22 THE COURT: Okay.
 23 A: Give or take, give or take two months. I'm not
 24 a hundred percent sure, give or take two
 25 months.

1 lock behind it.
 2 THE COURT: Uh-huh.
 3 A: So and I had to screw -- so anytime I went in
 4 the house I had to took the screws out of the
 5 door. And I -- it was, like -- it was just --
 6 in my, in my thing it would give me peace more
 7 of a security purpose with having that board
 8 there, instead of somebody just coming by and
 9 kick the door in.
 10 THE COURT: Oh, yeah.
 11 A: So that's why I had the board up.
 12 MR. GOINGS - QUESTIONS FROM THE COURT:
 13 Q: All right. And then, Mr. Goings, when you
 14 left, did you put the board back on ---
 15 A: I did.
 16 THE COURT: --- and screw it back in?
 17 A: I did.
 18 THE COURT: Okay.
 19 A: And I, I will say behind that board was not a
 20 padlock. It was a door handle that was not
 21 locked.
 22 THE COURT: Okay. That's not my question, okay.
 23 Anything else? Do you want to make -- I don't
 24 really need closing arguments, but if you want
 25 to, you're welcome to.

Page 122

Page 124

1 THE COURT: And when did you have it boarded up?
 2 A: Before -- probably I boarded the house up just
 3 to keep, you know, the city from looking -- I
 4 mean, actually, I know some of the guys from
 5 the city, what that retired. And they were
 6 always, like, you know, to keep city off your
 7 back, board the house up because if they see
 8 busted windows, they see any kind of damage,
 9 they might start coming by. And another thing
 10 with the city is, the city doesn't really go
 11 in -- go inside people's property to give a
 12 evaluation of it unless somebody calls the
 13 city. So the city doesn't have a code where
 14 they just go on, on property and walk inside.
 15 And if they did, how did they -- they broke in
 16 too. So, so ---
 17 THE COURT: When, when, when did you board it up?
 18 A: In 2000 -- probably, I put boards on it
 19 probably in -- maybe -- what's this year is,
 20 2024? Probably in 2021, I boarded it up in
 21 2021.
 22 THE COURT: Before or after you signed the contract?
 23 A: Probably before I signed the contract. Because
 24 the way I had the board, the board is over the
 25 front door and the door has a padlock and a

1 CLOSING ARGUMENTS:
 2 MR. WALLACE: Yeah, I'll just say that, very
 3 briefly, I don't feel that -- I feel that they
 4 were -- Mr. White testified that there was No
 5 Trespassing signs on the house. He put the
 6 pictures up into evidence. and I believe that
 7 there was trespassing on the house. And quite
 8 frankly, the law doesn't emphasize
 9 intentionality behind that, the trespass. It's
 10 just that they have got to be aware they're
 11 committing a legal -- a wrong. And quite
 12 frankly, the house being boarded up, the house
 13 having signs on it, I think is very suggestive
 14 that there was trespass going on. And then
 15 also, Mr. White testified that Mr. Smith was
 16 aware that the -- acting as their attorney,
 17 that he put them on notice that they were aware
 18 that he was using the whole parcel. Ms. Lane
 19 didn't ---
 20 MR. SMITH: Your Honor, I hate to object in a
 21 closing, but that's not what he testified.
 22 THE COURT: Well and ---
 23 MR. SMITH: He did not testify that I had any
 24 knowledge.
 25 THE COURT: --- and, and, and that's okay. We're

Page 125

Page 127

1 not a jury and so ...

2 MR. WALLACE: I believe he testified that he was
3 aware that he was using the whole parcel. And
4 also Ms. Lane would have been aware that it was
5 one tax ID and so should have been on notice to
6 notify Mr. White before demolishing the
7 property. So I don't have anything else to
8 add. I believe the testimony speaks for
9 itself. I believe Mr. White testified well,
10 as, as far as what his rendition of it is. He
11 talked about the value of the items very
12 specifically. So, that's our case.

13 THE COURT: Okay. Mr. Smith?

14 CLOSING ARGUMENTS:

15 MR. SMITH: Judge, first and foremost, there's been
16 no evidence presented to establish that my
17 client knew that Mr. White was using the home.
18 I'll, I'll -- for purposes of, of this
19 statement, I'll refer to it as 110 Gulf Street.
20 There's no dispute that it's one tax ID that,
21 that -- if you look up 341 Maxwell Avenue, it
22 includes both the filling station and the
23 house. But there was no evidence presented
24 that would give any indication to my client
25 that they knew he was using it. There's no

1 certainly no treasured items inside the house.
2 That's not how you care for items that you
3 claim to be invaluable in unsuitable
4 conditions. In a hoarder type situation, in a
5 house that was condemned, a house that had no
6 utilities since 2013, where the ceiling and the
7 roof was falling in, a house that hadn't been
8 maintained whatsoever. Not surprisingly, Mr.
9 White had -- didn't have any of these
10 subjectively valuable items insured. He's
11 produced nothing to substantiate. This is,
12 again, even if you get past that first step
13 and, and if he -- if Mr. White's proved that we
14 had some duty to notify him, which I would
15 submit he has not, he's produced nothing to
16 substantiate anything other than his testimony,
17 zero. And all we -- so all we have to go on is
18 Mr. White's testimony. We have to look at his
19 credibility. I would submit to you that no one
20 in this room believes the value that Mr. White
21 has put on this. I mean that -- this is very
22 subjective. I would submit no one in this room
23 believes he had --

24 THE COURT: Obviously he does.

25 MR. SMITH: I don't know that he does, I don't know

Page 126

Page 128

1 indication my client was out to, to be
2 vindictive. Had they, had they known it was
3 his stuff, of course they would have given him
4 an opportunity to, to redeem that property.
5 Nobody's out to hurt anybody. My client
6 received a notice from the city that the house
7 was unsuitable to live in. You can't live in
8 the house without utilities. It's, it's
9 illegal in the city of Greenwood. So for Mr.
10 White to say it's an exaggeration, I, I'm
11 tempted just to put up these photographs and,
12 and leave it there. But I'm -- I probably
13 always err on the side of speaking enough.
14 The, the, the photographs show this was not a,
15 a habitable house from the outside. The city
16 -- there's no testimony. The city went in the
17 interior of the house, but when, when my client
18 received this notice, they went in the interior
19 of the house and they took these photographs.
20 These photographs speak for itself. Mr. White,
21 human testimony can, can, can be incorrect and
22 remember things differently. The photographic
23 evidence doesn't lie. The photographic
24 evidence speaks for itself. The, the
25 photographic evidence shows there were

1 that he does.

2 MR. WALLACE: Yeah. I mean, come on. He's trying -
3 - calling my client a liar. I mean, come on,
4 you can't do that.

5 MR. WHITE: I mean, I'm a man with a good IQ and a
6 good memory, so I'm a law abiding citizen with
7 ---

8 THE COURT: Okay. You're, you're, you're not,
9 you're not speaking, right now.

10 MR. WHITE: I'm sorry.

11 THE COURT: And I probably should not have
12 interrupted that either, so ---

13 MR. SMITH: But it's all right.

14 THE COURT: --- I apologize and hold myself in
15 contempt.

16 MR. SMITH: But I would submit that he knows this
17 isn't true. I would submit it's another
18 disingenuous, offensive and desperate attempt
19 by Mr. White to insult our intelligence and get
20 more free stuff. My client has done nothing
21 but respond in a generous and professional
22 manner every step of the way. He graciously
23 allowed Mr. White to retain some type of
24 president -- presence on the property knowingly
25 on the east side of Gulf Street for 14 years

32 (Pages 125 to 128)

Page 129

Page 131

1 before seeking some type of resolution. As we
2 sit here today, we're on 20 years of no rent,
3 no payments. And I understand your ruling as
4 to the ownership of the property and I think
5 that resolves that issue. But Mr. White even
6 tried to claim that he owned the property by
7 adverse possession before Judge Addy shut that
8 down. But I, I will tell you, I don't know
9 what sense it would make for us to jump through
10 all these legal hoops to make sure we didn't
11 toss all his stuff out of the filling station
12 and remove all his vehicles, and then knowingly
13 destroy his property at the house. That, that,
14 that doesn't make any sense whatsoever. I
15 understand Mr. White can't place a value on
16 some of these properties. The case law is
17 clear that while he can give his opinion as to
18 the value of property, valuation can't be based
19 on any type of fanciful or sentimental value
20 under well-established case law, Nelson versus
21 The Coleman Company and it's progeny.
22 MOTION
23 MR. SMITH: So, Your Honor, that -- we, we would
24 submit that renew motions for directive verdict
25 as to the -- a- -- as to Mr. White's failure to

1 record.
2 (There being no further questions, the hearing
3 concluded at 12:05 p.m.)
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Page 130

Page 132

1 state that we had any duty to notify him or
2 know of his presence, and second as to, as to,
3 as to the valuation of the property based on
4 these photographs.
5 RULING ON MOTION
6 THE COURT: Okay. I'm going to deny your motion ---
7 MR. SMITH: Thank you.
8 THE COURT: --- and I'll take it under consideration
9 and issue an order. Do you plan on ordering a
10 transcript?
11 MR. WALLACE: Yes, we need a transcript.
12 THE COURT: Okay. If you're gonna get the
13 transcript, what I would do is I'd like to hold
14 off on my ruling ---
15 MR. WALLACE: Okay.
16 THE COURT: --- and get a copy of the transcript so
17 that I can review it again.
18 MR. WALLACE: Okay. That sounds good. So I just
19 give it -- send a copy to you?
20 THE COURT: Yeah. Just send me -- just e-mail it to
21 me.
22 MR. WALLACE: I don't know if the court reporter can
23 e-mail them out at the same time. Send us a
24 PDF and ---
25 THE COURT: Yeah, PDF is fine. We're off the

1
2 CERTIFICATE
3 This is to certify that the within hearing
4 consisting of one hundred thirty-one (131) pages, is
5 a true and correct transcript of the testimony given
6 by said witnesses after being duly sworn; said
7 hearing was reported by the method of Stenomask with
8 Backup.
9 I further certify that I am neither employed by
10 nor related to any of the parties in this matter or
11 their counsel; nor do I have any interest, financial
12 or otherwise, in the outcome of same.
13 IN WITNESS WHEREOF I have hereunto set my
14 hand and seal on January 30, 2025.
15
16
17
18
19
20 M. Sean Cary
21 Court Reporter
22
23 Notary Public for South Carolina
24 My Commission Expires: May 2, 2033

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF GREENWOOD) C.A. NO. 2021-CP-24-00784

Greenwood Mills,)
Plaintiff(s),)
versus)
Rodney White,)
Defendant(s).)

D E P O S I T I O N

WITNESS: JAMES (JAY) CUTHBERT SELF, III
DATE: December 12, 2023
TIME: 10:46 AM
LOCATION: Law Office of Brandon Smith
104 Maxwell Avenue
Greenwood, South Carolina
REPORTED BY: Rosalind Poole Walters, CVR-M

LEGAL EAGLE
Post Office Box 5682
Greenville, South Carolina 29606
864-467-1373
depos@legaleagleinc.com

Deposition of James "Jay" Cuthbert Self,

1 APPEARANCES:

2
3 BRANDON A. SMITH, ESQUIRE
4 THE LAW OFFICES OF BRANDON A. SMITH, LLC
5 Post Office Box 1810
6 Greenwood, South Carolina 29648
7 bsmith@basmithlaw.com
8 Attorney for the Plaintiff(s),
9

10 RACHEL G. MCCONOUGHIEY, ESQUIRE
11 MCCONOUGHIEY LAW FIRM, LLC
12 100 Whitsett Street
13 Greenville, South Carolina 29601
14 Contact@McConougheyLawFirm.com
15 Attorney for the Defendant(s).
16

17 ALSO ATTENDING: Mr. Rodney White
18
19
20
21
22
23
24
25

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

INDEX

Stipulations, Waiver and Oath..... 4
Examination by Ms. McConoughey..... 4
Certificate of Reporter..... 81

EXHIBITS

Defendant's Exhibit 1, 6 pg.; Contract and
Purchase Agreement, 2/23/03..... 23
Defendant's Exhibit 2, 3 pg.; 7/23/03 Letter..... 43
Defendant's Exhibit 3, 3 pg.; 8/26/03 Letter..... 46
Defendant's Exhibit 4, 3 pg.; Contract of Sale, 2018... 51
Defendant's Exhibit 5, 1 pg.; 6/11/18 Proof of Funds... 56
Defendant's Exhibit 6, 6 pg.; (2-sided) Photographs.... 61
Defendant's Exhibit 7, 3 pg.; Contract of Sale, 2021... 62
Defendant's Exhibit 8, 2 pg.; (2-sided) Complaint
and Order, City of Greenwood..... 71
Defendant's Exhibit 9, 1 pg.; Permit Application..... 71
Defendant's Exhibit 10, 3 pg.; (2-sided) Contract of
Sale, 4/30/21..... 79

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

Deposition of James "Jay" Cuthbert Self,

1 STIPULATIONS:

2 It is agreed by and between the Counsel for the parties as
3 follows:

- 4 1. That this deposition is being taken pursuant to Rule 30
5 of the South Carolina Rules of Civil Procedure;
6 2. That the deponent waives the right to read and sign the
7 deposition transcript.

8 *****

9 JAMES "JAY" CUTHBERT SELF, III, first being duly sworn, was
10 examined and testified as follows:

11 *****

12 EXAMINATION BY MS. MCCONOUGHHEY:

13 Q. So we're going to go ahead and begin the deposition.

14 A. Okay. And you are?

15 Q. I'm Rachel McConoughey.

16 A. Okay.

17 Q. The attorney for Rodney White.

18 A. Nice to meet you.

19 Q. You, too. So we have the court reporter, Roz, here.

20 I'm Rachel McConoughey, as I said, the attorney for
21 Rodney White. We also have Rodney White here, the
22 defendant, as well as Brandon Smith, attorney for the
23 plaintiff, and you said your name is?

24 A. Jay.

25 Q. Jay. Jay Self, III. Is that right?

1 A. Mm-hmm, James, III.

2 Q. James Self, III, for Greenwood Mills. You've already
3 sworn in the witness. Can you spell your name for the
4 record, please?

5 A. Yes. J-A-M-E-S, C-U-T-H-B-E-R-T, S-E-L-F, the third.

6 Q. Thank you. So I'm representing the defendant, Rodney
7 white. This is a deposition in which I'll ask you
8 questions and you must answer them truthfully unless
9 your attorney tells you clearly and directly not to
10 answer. Although no judge is present, this is a formal
11 legal proceeding, and it's just like testifying in
12 court. You're under the same legal obligation to tell
13 the truth, the whole truth, and nothing but the truth.
14 If you do not understand any of my questions, feel free
15 to say so and I'll rephrase it. Before the deposition
16 can be used in court you'll have the opportunity to
17 read it over and correct any mistakes. Do you
18 understand?

19 A. Yes.

20 Q. Do you understand that you're under oath and that being
21 under oath means that you're sworn to tell the truth?

22 A. Yes.

23 Q. Have you ever had your deposition taken before?

24 A. Yes.

25 Q. Do you understand that your responses here have the

Deposition of James "Jay" Cuthbert Self,

- 1 same force as in a courtroom with a judge and jury?
- 2 A. Yes.
- 3 Q. Are you prepared to answer my questions today?
- 4 A. Yes.
- 5 Q. Is there anything that will prevent you from providing
- 6 me with your full attention?
- 7 A. No.
- 8 Q. Are you taking any medications that will prevent you
- 9 from answering my questions?
- 10 A. No.
- 11 Q. will you let me know if you don't understand one of my
- 12 questions?
- 13 A. Yes.
- 14 Q. If you need to take a break at any time, just let me
- 15 know and we'll take a break.
- 16 A. Okay.
- 17 Q. Okay. You stated your full name already for the
- 18 record. Have you ever used any other names?
- 19 A. No.
- 20 Q. Do you have a nickname?
- 21 A. Jay.
- 22 Q. Jay, okay. What is your date of birth?
- 23 A. 5/10/66.
- 24 Q. And where were you born?
- 25 A. Columbia, South Carolina.

1 Q. How old are you now?

2 A. Fifty-seven.

3 Q. And what is your social security number?

4 MR. SMITH:

5 I would object. If you want to give the last four
6 digits, it's fine, but I don't feel comfortable
7 producing his social security number without a court
8 order.

9 EXAMINATION RESUMED BY MS. MCCONOUGHIEY:

10 Q. Okay. What are the last four of your social?

11 A. 9238.

12 Q. Thank you. 9238. What is your current address?

13 A. 3001 Scotts Ferry Road, Troy, South Carolina, 29848.

14 Q. 29848. And how long have you lived there?

15 A. 2021.

16 Q. Since 2021?

17 A. I've owned it since '21. So I rented it for a year or
18 so. Probably '20. It was during COVID I moved in.

19 Q. I'm sorry. You owned it since 2020?

20 A. '21. Since '21.

21 Q. Oh, but you rented it before you bought it?

22 A. I rented it prior to moving in.

23 Q. Okay, gotcha. And then where did you live previously?

24 A. 24 South Laurens Street, Greenville, South Carolina.

25 Q. And how long did you live there?

Deposition of James "Jay" Cuthbert Self,

- 1 A. Since 2017.
- 2 Q. Was that your full-time address?
- 3 A. It was.
- 4 Q. And where did you live before that?
- 5 A. Two -- I can't remember now. 236 Rhett I think it was.
- 6 Q. R-H-E-T-T?
- 7 A. Mm-hmm, Unit 205, Greenville.
- 8 Q. Unit 205 in Greenville. And how long did you live
- 9 there?
- 10 A. I'm going to say 20 -- five years, 2012 to 2017,
- 11 something like that.
- 12 Q. 2012 to 20 -- about five years?
- 13 A. Yeah.
- 14 Q. I thought you said 25 years. Okay, five years. And
- 15 then do you remember where you lived before that?
- 16 A. Mm-hmm. 108 Ivy Hall Lane.
- 17 Q. Was that Greenville?
- 18 A. Greenwood.
- 19 Q. Greenwood, okay. And then how long did you live there?
- 20 A. From two thousand -- no, '96. 1996 to -- no. 1998
- 21 maybe. '98 till we moved to Greenville.
- 22 Q. 2012-ish?
- 23 A. Yeah.
- 24 Q. And why did you move?
- 25 A. Well, my wife hated it in Greenwood. Which time?

1 Excuse me. Rephrase that.

2 Q. Well, we can start with the latest one that we talked
3 about, Ivy Hall Lane. That was in Greenwood. So you
4 said you moved away from Greenwood because your wife
5 didn't like it?

6 A. Correct.

7 Q. And then what about after?

8 A. Well, the next time we moved, I moved was because she
9 didn't like me.

10 Q. Oh, sorry. So you got separated I guess?

11 A. Mm-hmm

12 Q. Or divorced?

13 A. And divorced. Separated and divorced.

14 Q. So did you live -- I guess you lived at Ivy Hall Lane
15 and maybe the next one, Rhett Street?

16 A. Mm-hmm.

17 Q. With your now ex-wife. Is that right?

18 A. Correct.

19 Q. And then what year did you get divorced?

20 A. '17.

21 Q. And what was your ex-spouse's name?

22 A. Angela.

23 Q. Self?

24 A. Mm-hmm.

25 Q. And what was her job, or did she have a job outside the

1 home?

2 A. She worked for the hospital here in administration.

3 Q. Is that Self Memorial?

4 A. Mm-hmm, Regional.

5 Q. Regional? Self Regional?

6 A. And then she started her own business after that.

7 Q. All right. Do you have children?

8 A. Two.

9 Q. Two, okay. How old are they?

10 A. Twenty-seven and 23.

11 Q. And are they employed?

12 A. Yes.

13 Q. Do they live around here?

14 A. No.

15 Q. Where do they live?

16 A. The oldest lives in San Francisco, and the youngest
17 lives in Greenville.

18 Q. And the one in Greenville, is that a he or a she?

19 A. Both boys.

20 Q. Both boys, okay. Does he work or is he still in
21 school?

22 A. He's employed.

23 Q. Where is he employed?

24 A. Robert Bosch.

25 Q. All right. And where are you currently employed?

1 A. Greenwood Mills.

2 Q. Do you currently have a partner or spouse or
3 significant other?

4 A. Yes.

5 Q. And what's that person's name?

6 A. Camala Hinkle.

7 Q. Can you spell that, please?

8 A. C-A-M-A-L-A, H-I-N-K-L-E.

9 Q. And does she have a job, or where does she work?

10 A. She owns her own company.

11 Q. She does? Okay. What's the name of her company?

12 A. Mammoth Construction.

13 Q. And is that just a general construction company, or
14 does her company specialize in residential, commercial,
15 anything like that?

16 A. Mostly grading.

17 Q. Mostly grading? And how long has she owned that
18 company?

19 A. Before I met her.

20 Q. And when did you meet her?

21 A. Right after my divorce, about 2018.

22 Q. And how did you meet?

23 A. A gas station.

24 Q. At a gas station?

25 A. Mm-hmm.

- 1 Q. Okay. Where did you attend high school and college?
- 2 A. Greenwood High School.
- 3 Q. And what year did you graduate?
- 4 A. '84.
- 5 Q. And what about college?
- 6 A. Clemson University.
- 7 Q. And what year did you graduate?
- 8 A. '88.
- 9 Q. And what was your degree in?
- 10 A. Management. Business management.
- 11 Q. What's the highest level of education that you have
- 12 obtained?
- 13 A. MBA.
- 14 Q. MBA? And where was that?
- 15 A. University of South Carolina.
- 16 Q. Other than Clemson and USC what other schools or
- 17 colleges have you attended?
- 18 A. None.
- 19 Q. So what degrees do you hold at this point?
- 20 A. MBA, BS, high school diploma.
- 21 Q. What is your current position at Greenwood Mills?
- 22 A. Chief Executive Officer.
- 23 Q. And is that full-time?
- 24 A. Yes.
- 25 Q. And how long have you worked at Greenwood Mills?

1 A. Since 1991.

2 Q. And how long have you been in your current position?

3 A. 2004.

4 Q. So you grew up in Greenwood?

5 A. Yes.

6 Q. Is this where your family is from?

7 A. Yes.

8 Q. Have you ever been arrested?

9 A. No.

10 Q. Have you ever been convicted of a crime?

11 A. No.

12 Q. More than like a traffic ticket? Have ever been
13 involved in any other legal claims or lawsuits aside
14 from your divorce?

15 A. No.

16 Q. All right. And how did you meet your lawyer?

17 A. Him? He's -- he's on retainer for the company.

18 Q. Both your offices are here in this building. Is that
19 right?

20 A. Correct.

21 Q. Did you speak to any other attorneys about this lawsuit
22 or the underlying facts comprising this lawsuit besides
23 Mr. Smith?

24 A. No.

25 Q. How did you prepare for this deposition?

1 A. Just went back through the files and looked at the
2 different contracts we had with Rodney.

3 Q. Have you spoken to anybody else other than your lawyer
4 about this case?

5 A. No.

6 Q. You said you reviewed some documents pertaining to the
7 case to prepare. Which documents did you review?

8 A. Our original contract, the next one, and then the 2021
9 I guess it was, the last one.

10 Q. When you say the original, do you mean the one that was
11 signed in 2003? That's the earliest one that I know
12 of.

13 A. Yes.

14 Q. When you say the next one, which one is the next one?

15 A. I don't have a copy of it in front of me.

16 MR. SMITH:

17 I have the documents that you requested him to bring,
18 but I'll defer to you if you want to ask him about
19 anything specifically.

20 MS. MCCONOUGHIEY:

21 You have the originals you mean?

22 MR. SMITH:

23 I have the requested documents included in your
24 deposition notice. Are these the ones you're wanting
25 to ask him about, the ones in the deposition notice?

1 MS. MCCONOUGHIEY:

2 Well, he said he reviewed the next one and then the
3 last one. So I'm not sure which ones those are.

4 MR. SMITH:

5 Well, here are the ones you asked him to bring to the
6 deposition.

7 EXAMINATION RESUMED BY MS. MCCONOUGHIEY:

8 Q. So the one that you referred to as the next one, Mr.
9 Self, can you tell me the date on that?

10 A. The 2003 one, the 2018 one, and the 2021.

11 Q. What's the specific date on the 2021?

12 A. The 30th day of April.

13 Q. Thank you. So tell me everything that you did to
14 prepare for this deposition.

15 A. Just read.

16 Q. You just read those three documents?

17 A. (Witness nods head).

18 Q. So you said your position at Greenwood Mills is Chief
19 Executive Officer. What are your kind of general
20 duties and responsibilities in that position?

21 A. General duties, okay. I make sure -- I supervise the
22 sales force. I supervise the manufacturing staff and
23 financial staff and make sure we have all the raw
24 materials procured to manufacture our products.

25 Q. And what are the main products of Greenwood Mills?

Deposition of James "Jay" Cuthbert Self,

1 A. Gray fabric.

2 Q. Gray fabric? Is that a technical term or just --

3 A. It is.

4 Q. -- that's a color? It is? What is gray fabric?

5 A. It's undyed, unfinished.

6 Q. Undyed, unfinished. Do you sell it to other
7 manufacturers then?

8 A. We do.

9 Q. Do you have like a main customer or a couple of core
10 like industries that you sell to like hospitals or
11 clothing manufacturers?

12 A. We sell to -- because it's undyed, unfinished, somebody
13 who buys it has to have a finishing plant. So it would
14 be another textile company.

15 Q. So you said you supervise the sales force, the
16 financials, and making sure the raw materials are
17 coming in when they're supposed to. Does Greenwood
18 Mills have any other businesses besides textile
19 production?

20 A. We single-source apparel.

21 Q. Can you explain what that means?

22 A. We make blue jeans for a lot of brands.

23 Q. Does Greenwood Mills own a lot of real estate around
24 here in Greenwood that's not related to the plant?

25 A. Some.

1 Q. Do you normally handle real estate transactions for
2 Greenwood Mills?

3 A. Yes.

4 Q. About how often?

5 A. Rarely.

6 Q. Is that once a year, five times a year, once every five
7 years?

8 A. Maybe once every five.

9 Q. Do you work with buying and selling real estate for any
10 other companies that you own or are involved with?

11 A. If needed.

12 Q. Do you personally market lots for sale or for rent
13 yourself?

14 A. No.

15 Q. Does anyone else at Greenwood Mills handle real estate
16 matters for the company?

17 A. You mean pay the property taxes? Define matters. I'm
18 not sure I understand your question.

19 Q. Let's say marketing properties for sale or deciding
20 whether a property should be sold or rented or kept.

21 A. Not for Greenwood Mills.

22 Q. You said that you do handle real estate, buying and
23 selling real estate for other companies that you are
24 involved with if needed. What other companies would
25 those be?

- 1 A. Central Trust Company, Greenwood Development.
- 2 Q. Just those two?
- 3 A. Greenwood Holding.
- 4 Q. Greenwood Holdings?
- 5 A. Mm-hmm.
- 6 Q. Is that a real estate holding company?
- 7 A. It's a holding company.
- 8 Q. Just a holding company, okay. Does Greenwood Mills
- 9 have a department that handles its real estate, or is
- 10 that something else?
- 11 A. No.
- 12 Q. Who decides when to sell real estate that's owned by
- 13 Greenwood Mills? Is there a committee or a department?
- 14 A. (Witness shakes head). Usually me.
- 15 Q. Just you? Is there a routine or a process that has to
- 16 be followed whenever a property is sold?
- 17 A. No.
- 18 Q. Who decides things like a price or a rental amount or
- 19 whether an appraisal is done, things like that?
- 20 A. Usually me.
- 21 Q. For the 2003 contract that you said you reviewed here,
- 22 who determined the selling price on that contract?
- 23 A. That was a long time ago and before I was president.
- 24 So probably me. I'm guessing. A long time ago.
- 25 Q. Do you remember who determined the selling price for

1 that 2018 contract that you said you reviewed?

2 A. I don't.

3 Q. Do you remember who came up with the price for the 2021
4 contract that you reviewed?

5 A. I don't.

6 Q. You don't remember how you came up with that price?

7 A. Yes, because he was buying -- he wanted to buy
8 additional acreage.

9 Q. Yes what?

10 A. He wanted to buy additional acreage, so that's why the
11 price was different on the '21 contract.

12 Q. And what was the additional acreage?

13 A. The adjacent parcel.

14 Q. Did anyone else besides you have any input into like
15 how to determine the price? Did you discuss that with
16 anyone that you remember?

17 A. Probably Bill Watkins.

18 Q. And who is Bill Watkins?

19 A. He was an attorney here before Brandon.

20 Q. So you and Bill Watkins discussed the price on the
21 contracts?

22 A. I'm sure we did.

23 Q. Would that have been all three of them?

24 A. Probably not the first one.

25 Q. All right. How do you know the defendant, Rodney

1 white?

2 A. We probably first met when he was a tenant.

3 Q. A tenant at where?

4 A. The Gulf Street property. He was renting it prior to
5 wanting to purchase it.

6 Q. Do you remember when you met him?

7 A. I do not.

8 Q. You don't remember when or how? Do you remember how
9 you met him?

10 A. As a tenant. I'm sure I patronized his business at the
11 time.

12 Q. What was his business?

13 A. A car wash.

14 Q. Do you remember introducing yourself to him?

15 A. I'm sure I did.

16 Q. Do you remember that?

17 A. I don't remember the incident, no.

18 Q. Do you remember talking with him about the 2003
19 contract? Do you remember how that -- I mean, how did
20 the 2003 contract come to be?

21 A. We were -- at the time the business was -- our business
22 was difficult. We were selling a lot of our non-
23 manufacturing properties, and he was a tenant and
24 wanted to -- wanted to purchase it.

25 Q. Do you remember what was causing business to be

1 difficult at that time?

2 A. China.

3 Q. Can you be more specific?

4 A. President Clinton gave China most favored nation
5 status.

6 Q. So---

7 A. Which a lot of textile manufacturing moved to China.

8 Q. So you had more competition I guess?

9 A. A lot of imports from China.

10 Q. So you said that Greenwood Mills was trying to get rid
11 of its non-manufacturing property?

12 A. Mm-hmm.

13 Q. Do you remember approaching Mr. White about purchasing
14 the property or selling it to him?

15 A. I don't.

16 Q. Do you remember anything about those initial
17 discussions, or do you remember signing that contract?

18 A. I remember signing it, yeah.

19 Q. Where did you sign it? Do you remember where?

20 A. I don't.

21 Q. You don't, okay. Do you know who wrote the contract?

22 A. Probably -- probably Bill Watkins.

23 Q. So you said that Mr. White owned a car wash on the Gulf
24 Street property?

25 A. I don't know if he owned it. I know he operated it.

Deposition of James "Jay" Cuthbert Self,

- 1 Q. I'm sorry, yes. He ran the business. How often did
2 you see him? Is that property close to your office?
- 3 A. It was probably -- at that time my office was on the
4 south end of town. So it was probably five or six
5 miles away.
- 6 Q. Did you drive by there often?
- 7 A. Occasionally.
- 8 Q. Occasionally, okay. So like a couple times a week, a
9 couple times a month?
- 10 A. Call it a couple times a week.
- 11 Q. You said his business was a car wash?
- 12 A. Yes.
- 13 Q. And do you remember patronizing his business?
- 14 A. Sure.
- 15 Q. About how often? Like weekly? Monthly?
- 16 A. Rarely.
- 17 Q. To your knowledge, does the defendant or did the
18 defendant have a relationship with or do business with
19 any other members of your family?
- 20 A. I think he did.
- 21 Q. What do you know about that?
- 22 A. Nothing other than I think he did.
- 23 Q. Do you know who?
- 24 A. I think my mother used him.
- 25 Q. But you don't know any details about that?

1 A. Mm-mm.

2 Q. So going back to the 2003 contract, I'm going to give
3 you the copy that I have.

4 MS. MCCONOUGHHEY:

5 You said you have a copy of the original, Brandon?

6 MR. SMITH:

7 I mean, I have the same copy I'm assuming you have.

8 There's only one copy that I know of.

9 MS. MCCONOUGHHEY:

10 okay. So this will be our Exhibit Number 1.

11 (Defendant's Exhibit 1 marked)

12 EXAMINATION RESUMED BY MS. MCCONOUGHHEY:

13 Q. Mr. Self, do you recognize that document that I just
14 handed to you?

15 A. Yes.

16 Q. What is it?

17 A. It's the contract from 2003.

18 Q. And you said you do remember signing this?

19 A. As much as I can remember something in 2003, yeah.

20 Q. Is that your signature --

21 A. It is.

22 Q. -- on the signature page? Okay. How many pages is
23 that contract total?

24 A. Two including the signature page with some attachments.

25 Q. And what are the attachments?

1 A. A plat and a payment schedule.

2 Q. Do you recognize that payment schedule?

3 A. Yes.

4 Q. Can you tell me what's included at the top, like what
5 different items are included in the payments?

6 Principal, interest, et cetera?

7 A. Principle [sic], payment amount, interest amount,
8 principle [sic] amount, interest rate, property taxes,
9 insurance, total payment?

10 Q. Okay. Is there an Exhibit A to that contract?

11 A. Yes.

12 Q. And what is it?

13 A. It's a plat.

14 Q. Can you tell me the date of the plat?

15 A. '97.

16 Q. 1997? All right. You discussed earlier that there was
17 a part of the property that was called like you called
18 it I think the Gulf Street portion?

19 A. Mm-hmm.

20 Q. Is that the Gulf Street---

21 A. I did not. I called it adjacent portion.

22 Q. Okay. Which portion is this? How would you describe
23 that?

24 A. This is the station that he wanted to purchase.

25 Q. The station?

1 A. Just the physical gas station.

2 Q. The gas station? Okay. So there are two parts to the
3 property?

4 A. It's one. It was one parcel, but this was for the part
5 on the -- that was the physical gas station across Gulf
6 Street.

7 Q. That plat?

8 A. Mm-hmm.

9 Q. So you said that the property had two separate parts.
10 Is that right?

11 A. It was divided by a road.

12 Q. Divided by a road. What's the name of the road?

13 A. Gulf Street.

14 Q. Gulf Street, okay. So what are the two parts? You
15 said one of them is a gas station. What was the other
16 one?

17 A. Vacant land.

18 Q. Vacant land?

19 A. With a old house on it.

20 Q. There was an old house on it? Okay. How long has
21 Greenwood Mills owned that property?

22 A. No idea.

23 Q. You don't know? The plat that is Exhibit A here, is
24 that a plat that was done for Greenwood Mills?

25 A. No. It was done by -- for Mauldin Lumber Company it

1 looks like.

2 Q. why did Mauldin Lumber Company have a plat of the
3 property?

4 A. I don't know. It looks like they may have bought
5 what's behind the gas station at some point.

6 Q. So is that a plat of the gas station portion, or is
7 that a plat of something else that just happens to show
8 the gas station portion?

9 A. It shows both. (To Mr. Smith) what do you say? I
10 mean, that's -- it looks like it shows the Mauldin
11 Lumber Company property with the gas station portion
12 adjacent to it.

13 Q. Are you aware of any plats or surveys that were done at
14 the gas station portion of the property?

15 A. I am not, mm-mm.

16 Q. No? Did you ever order a plat --

17 A. No.

18 Q. -- of the gas station property? Do you know why you
19 didn't do that?

20 A. Usually the buyer requests a survey if they want to pay
21 for one.

22 Q. Right. How familiar are you with the property?

23 A. I'm pretty familiar.

24 Q. Pretty familiar? You see it every day, most days?

25 A. Occasionally.

1 Q. Occasionally? Do you ever go over there and like walk
2 the land or anything?

3 A. No.

4 Q. Prior to 2003 what was the property used for, both
5 parts?

6 A. Don't know.

7 Q. You said one of them was an old gas station. Right?

8 A. Mm-hmm.

9 Q. And you said the other part had a house on it?

10 A. (Witness nods head).

11 Q. Did anyone live in the house? Were there renters?

12 A. I don't remember anybody ever living in it.

13 Q. You don't remember anyone ever living in it? Did
14 Greenwood Mills rent it out to anyone that you recall?

15 A. Not in my---

16 Q. No rental company or anything?

17 A. Not in my memory.

18 Q. Would you have been the person who would have handled
19 something like that?

20 A. Not at that time.

21 Q. No? Who would have handled the rentals at that time?

22 A. I don't know.

23 Q. So you were in charge of selling the properties in
24 2003?

25 A. Correct.

1 Q. But you were not in charge of renting any?

2 A. No.

3 Q. And you don't know who would have been in charge of
4 renting them?

5 A. Mm-mm.

6 Q. What was your position with the company in 2003?

7 A. I was -- I believe I was vice president of sales back
8 then.

9 Q. Vice president of sales? Who was the CEO at that time?

10 A. It was Larry. Larry Englert was interim president.

11 Q. Can you spell his name?

12 A. E-N-G-L-E-R-T.

13 Q. How long was he interim president?

14 A. From I'm going to say '99, 2000 time frame, 2000
15 probably to 2004.

16 Q. And would he have had anything to do with any real
17 estate transactions?

18 A. Yes. He ordered me to sell them.

19 Q. He ordered you to sell the property?

20 A. Sell multiple properties.

21 Q. Around 2003?

22 A. 2001, starting.

23 Q. Do you know if there were tenants in the house in 2003?

24 A. I don't think so.

25 Q. Do you know who at Greenwood Mills was responsible for

1 managing that property before 2003, before you were
2 told to sell it?

3 A. I believe it may have been -- I don't think it was
4 anybody at Greenwood Mills. I believe it was being
5 managed by an -- by an outside company.

6 Q. Like a property management company?

7 A. Mm-hmm.

8 Q. Is that who Mr. White would have signed his lease with?

9 A. Probably.

10 Q. Do you know the name of the property management
11 company?

12 A. Central Trust Company.

13 Q. Is that the one that you said you were involved with,
14 as well?

15 A. I have ownership in it.

16 Q. Were you involved with running the business at that
17 time?

18 A. No.

19 Q. No? Who was responsible for running the business?

20 A. I believe Bob Haynie was running the real estate stuff.

21 Q. Bob Haynie? Can you spell his last name?

22 A. H-A-Y-N-I-E.

23 Q. Would the property management company have handled the
24 like landscaping and things like that?

25 A. That's usually a tenant's concern.

1 Q. Okay. So we're talking about the part of the property
2 that has the house on it. It's my understanding -- and
3 correct me if it's wrong. It's my understanding that
4 that property is kind of shaped like a backwards L and
5 that the front part of it is kind of like a big grassy
6 area and the house is at the back of the property. Is
7 that right?

8 A. Mm-hmm.

9 Q. Do you know who mowed the grass during the period up to
10 2003?

11 A. Probably Greenwood Mills's crew.

12 Q. Did Greenwood Mills have like a dedicated landscaping
13 crew?

14 A. We just had maintenance people that mowed grass for
15 different properties around town that we owned.

16 Q. Okay. Did Greenwood Mills' maintenance crew mow the
17 grass after 2003, to your knowledge?

18 A. Probably. Not to my -- I don't know. If we didn't, I
19 don't know who did or didn't.

20 Q. You don't know? Who's in charge of the maintenance
21 crew?

22 A. There is not one now.

23 Q. Do you know who was in charge of the maintenance crew
24 in 2003 or around that time?

25 A. No. I can't remember.

- 1 Q. Is there like---
- 2 A. Probably Doyle Kidd.
- 3 Q. Can you spell that name?
- 4 A. K-I-D-D.
- 5 Q. And what was his position?
- 6 A. Vice president of purchasing.
- 7 Q. He was over the maintenance crew?
- 8 A. We wore a lot of hats back then.
- 9 Q. Did you ever go on the part of the property that had
- 10 the house on it for any reason or use it for anything?
- 11 A. No.
- 12 Q. To your knowledge, did Greenwood Mills use that
- 13 property for anything?
- 14 A. No.
- 15 Q. You stated a few minutes ago that the gas station part
- 16 was separated from the house part by a road, by Gulf
- 17 Street. Is that right?
- 18 A. Correct.
- 19 Q. Do either parts of the property have like a fence or
- 20 any other kind of separation on the surrounding
- 21 properties?
- 22 A. There's a fence behind the gas station.
- 23 Q. Is there a fence around the house lot or any part of
- 24 it?
- 25 A. No.

Deposition of James "Jay" Cuthbert Self,

- 1 Q. Did Greenwood Mills ever think about putting up a
2 fence, or did you ever think about putting up a fence
3 around the house?
- 4 A. No.
- 5 Q. After 2003 did you know that Rodney Mills was using the
6 house on the house part of the lot?
- 7 A. No.
- 8 Q. You never knew that?
- 9 A. Never knew.
- 10 Q. Did you know that he was mowing the grass?
- 11 A. Did not.
- 12 Q. Did you know that he was using the grassy area in front
13 of the house to park cars for his business?
- 14 A. Did not.
- 15 Q. Did you ever see anyone out there maintaining the lawn,
16 mowing the grass or anything like that?
- 17 A. No.
- 18 Q. And you said you patronized his business from time to
19 time and that you drove past this lot a few times a
20 week. Right? And you never saw cars parked out there
21 on the grassy area?
- 22 A. Not that I can remember.
- 23 Q. Was it your understanding that the house there was like
24 abandoned essentially?
- 25 A. I believe it was condemned.

1 Q. And when did that happen?

2 A. I don't know exactly.

3 Q. You don't know?

4 A. Mm-mm.

5 Q. If it was condemned by like the City of Greenwood -- is
6 that who would have been responsible?

7 A. Correct.

8 Q. Would they have sent out a notice about that?

9 A. They did. That's when we tore it down. I'm sure we
10 got a notice then because I remember acting on it.

11 Q. Was the house -- at this point right now I'm just
12 trying to figure out---

13 A. In 2003 the only property I dealt with Rodney on was
14 the gas station itself.

15 Q. Was the house in 2003, to your knowledge, was it
16 abandoned or was it just empty?

17 A. It was just empty.

18 Q. So it was maintained by someone?

19 A. We contemplated tearing it down then, but it was going
20 to cost us more to tear it down than -- and we just
21 felt like we didn't need to spend the money.

22 Q. Okay. So Greenwood Mills wasn't using it. You weren't
23 marketing it for sale?

24 A. (Witness shakes head).

25 Q. You weren't maintaining it?

Deposition of James "Jay" Cuthbert Self,

- 1 A. No.
- 2 Q. You were just letting it hang out?
- 3 A. Correct.
- 4 Q. And you had no knowledge of Mr. white using the house
- 5 or the house lot or any of that?
- 6 A. No.
- 7 Q. When did you first learn that he was using any part of
- 8 that lot or the house?
- 9 A. Later on when he wanted to buy the whole thing.
- 10 Q. Around what time was that?
- 11 A. 2001. No. '21. Excuse me.
- 12 Q. And that's when you found out he was using it?
- 13 A. Correct. Or that's when I found out he wanted it. I
- 14 didn't know he was using it at all.
- 15 Q. You never knew that he was using it?
- 16 A. No.
- 17 Q. I mean, I feel like that's a big part of this lawsuit.
- 18 Did you find out he was using the house from the
- 19 lawsuit?
- 20 A. Yes.
- 21 Q. Okay. So that would have been like last year?
- 22 A. (Witness nods head).
- 23 Q. Okay. And you found out he had -- the first time you
- 24 found out he had any interest in the lot was when?
- 25 A. When he wanted to buy it in '21, but he couldn't close.

1 Q. What do you mean he couldn't close?

2 A. He couldn't come up with the money. That's usually
3 what it takes to buy something. I'd worked with him
4 for years to try and get him to buy the gas station
5 itself. And I worked with him again, and in '21 he
6 wanted to buy the whole thing, and it fell through, as
7 well.

8 Q. Okay. When you said you worked with him for years to
9 try to get him to buy the gas station, can you describe
10 what you mean by that?

11 A. Yeah. He wanted to buy it. I wanted to sell it to
12 him. He couldn't come up with the money, so we worked
13 out a contract for a payment plan. He defaulted on it.
14 We told him -- Allen Hughes who worked in my financial
15 area at the time told him he needed to move out. I
16 stopped by to talk to him, and he didn't want -- he
17 said -- he said let me have some time to get -- to get
18 it right, and I said, well, I haven't got anybody -- I
19 don't have anybody moving in. I'm not selling it to
20 anybody else right now. You know, if you can correct
21 your indebtedness, we can move forward. You know, I
22 wanted to work with him.

23 Q. And did you give him like a timeline to correct -- like
24 to get current on his payments?

25 A. No. I just asked if he could do it.

1 Q. And he said yes?

2 A. Excuse me?

3 Q. Did he say yes, that he could?

4 A. He always said yes.

5 Q. Okay. Do you remember when you had that conversation
6 with him?

7 A. It would have been after the Allen Hughes letter, and
8 he made -- I think he made five or six payments under
9 this original contract's payment plan and then
10 defaulted. So it was sometime after that. So if this
11 was in February, it would have been, you know, I'm
12 saying late, late summer or something in 2003.

13 Q. 2003? It was all that same year?

14 A. Yeah. He only made five or six payments on this
15 contract. The contract was in February. His first
16 payment would have been in March probably. So if he
17 made six, it was probably October. So I'm saying it
18 was late 2003.

19 Q. When was the Allen Hughes letter sent?

20 A. It would have been whenever he went into default.

21 Q. I'll come back to that in just a minute. To your
22 knowledge, did anyone ever talk to Mr. White about like
23 his use of the house or lot or tell him that he needed
24 to get off of there, that he was trespassing or
25 anything like that?

1 A. Not to my knowledge.

2 Q. Do you remember anyone ever talking to you about like
3 to say like, you know, I think he's using that other
4 lot and I don't think he's supposed to? Do you
5 remember any complaints or anything like that?

6 A. I don't.

7 Q. So you said in 2003 you were directed by your boss at
8 the time, interim president Mr. Englert, to sell some
9 nonbusiness properties that Greenwood Mills owned?

10 A. Correct.

11 Q. And you entered into this contract to sell the gas
12 station portion of the property to Mr. White. Was
13 there a buyer in mind for the house portion of the
14 property?

15 A. Not at the time.

16 Q. No? How did you go about finding buyers for these
17 different properties?

18 A. We listed some for sale. We talked to neighbors. We,
19 you know, talked to tenants if we had them.

20 Q. So it was just kind of on a property by property basis?

21 A. Correct.

22 Q. And did you talk to anybody or list the house part of
23 the property for sale at all here?

24 A. No.

25 Q. No? Was there a reason for that?

1 A. It was -- there were bigger properties that would bring
2 more money in at the time.

3 Q. So you said a few minutes ago that on behalf of
4 Greenwood Mills you entered into an owner financed
5 contract for sale for the property with Mr. White. Is
6 that right?

7 A. Correct.

8 Q. And what was the time period on that? Like how long
9 was he supposed to have to pay it off?

10 A. He was to make 180 payments.

11 Q. And did you have authority to offer owner financing at
12 the time --

13 A. Yes.

14 Q. -- on behalf of Greenwood Mills? Who did Mr. White
15 make his payments to?

16 A. Our accounting department.

17 Q. Was there a particular person?

18 A. Allen Hughes.

19 Q. Was there anyone else who worked over there who handled
20 these payments?

21 A. He may have assigned it to somebody clerical. I don't
22 know.

23 Q. Before Mr. Hughes sent a default letter, would he have
24 had to get permission from you or --

25 A. No.

1 Q. -- confirmation? Okay. On the 2003 contract, is that
2 the one that says if Mr. White goes into default that
3 notice has to be given to Robert Moore? I can't
4 remember if it said it on that one or the other one.
5 Does it say that at the bottom of the first page?

6 A. It does not.

7 Q. It doesn't mention Mr. Moore at all on that one? Do
8 you know who Robert C. Moore is?

9 A. I do.

10 Q. Who is he?

11 A. Or I knew who he was. I assume he's dead now. He was
12 a principal. It is the one. Excuse me. It is in
13 here. It's in the middle of the page. You said it was
14 at the bottom.

15 Q. Oh, I'm sorry. My mistake. So who was Robert Moore in
16 all of this? What did he have to do with any of this?

17 A. He was a friend of Rodney's.

18 Q. And what did he have to do with this contract? Like
19 why would he need to get notice of a default?

20 A. I don't know. That was something he wanted.

21 Q. You don't know? Was Mr. Moore helping to pay for the
22 property or purchase it?

23 A. I don't know.

24 Q. Was he a guarantor or anything?

25 A. My contract was with him.

1 Q. But this contract says that -- this is paragraph number
2 three. That's what I'm looking at. Is that the
3 paragraph you're looking at?

4 A. It is.

5 Q. Okay. It looks like it says seller will provide notice
6 of cancellation to Robert C. Moore at 2433 Canterbury
7 Road, Greenwood, South Carolina, and to Rodney White at
8 341 Maxwell Avenue, Greenwood, South Carolina. Is that
9 what your version says?

10 A. That's what it says.

11 Q. To your knowledge, did Greenwood Mills give notice of
12 cancellation to Mr. Moore?

13 A. I don't know.

14 Q. You said you believe that he's passed away?

15 A. I believe so.

16 Q. Do you know about when he passed away?

17 A. I have no idea. And I'm just guessing. I just know he
18 was old when I knew him as a kid.

19 Q. You said he was a middle school principal, high school
20 principal?

21 A. Junior high school.

22 Q. Was he the principal when you were in junior high
23 school?

24 A. He was. His daughter and I are the same age.

25 Q. Okay. Did you have the property or any part of it

1 appraised in 2003?

2 A. No.

3 Q. How about 2018 or 2021?

4 A. No.

5 Q. Have you ever had it appraised?

6 A. No.

7 Q. Is there a reason -- so when you were selling all of
8 those properties for Greenwood Mills in the early
9 2000s, were any of them ever appraised?

10 A. No. I doubt it.

11 Q. How did you come up with the sale prices for the
12 various properties?

13 A. We looked at county tax records. We looked at what we
14 thought we could move it for.

15 Q. So just kind of a general feel in the area?

16 A. We were on a mission to raise cash.

17 Q. Do you remember about how many properties you sold at
18 that time to raise cash?

19 A. Forty, 50-ish. Thirty to 50. Call it that.

20 Q. Was Mr. Englert -- well, let me back up. Of those 30
21 to 50 -- and I understand this was a long time ago --
22 do you remember any other properties that were like
23 owner financed by Greenwood Mills, or was this gas
24 station property the only one?

25 A. It's the only one that I can think of.

- 1 Q. Did you have any of those other properties surveyed, or
2 was that always the buyer's responsibility?
- 3 A. Usually the buyer unless we subdivided something, which
4 I can't think of a specific incidence where we did.
- 5 Q. Are you aware of any other surveys or plats of this
6 property besides the one that's attached to that
7 contract?
- 8 A. No.
- 9 Q. Has anyone else approached you about buying all or
10 either part --
- 11 A. No.
- 12 Q. -- of this property since 2003? No?
- 13 A. No.
- 14 Q. Have you or does Greenwood Mills want to try to sell
15 the property to someone else, or does Greenwood Mills
16 want to use it for something at this time?
- 17 A. We don't have any plans to sell it.
- 18 Q. So do you have plans to change the use of it?
- 19 A. Not at this time.
- 20 Q. Let's see. You said Allen Hughes was the one
21 responsible for keeping track of the payments?
- 22 A. Correct.
- 23 Q. You mentioned a few minutes ago that Allen Hughes sent
24 out a default notice in 2003. I'm going to give you a
25 copy of the one that I think you are referencing. This

1 is Exhibit 2.

2 (Defendant's Exhibit 2 marked)

3 EXAMINATION RESUMED BY MS. MCCONOUGHNEY:

4 Q. Do you recognize this letter?

5 A. That's not the one I referred to, but I do recognize
6 it.

7 Q. It's not the one that you referred to? What's the date
8 on that letter?

9 A. This is July 23rd.

10 Q. And the year?

11 A. 2003.

12 Q. What was the letter that you were thinking of?

13 A. This was from Diann Smith. The one I saw was Allen
14 Hughes.

15 Q. Okay. Are you familiar with this letter? Or you said
16 you do recognize it?

17 A. I do recognize it.

18 Q. And who is Diann Smith?

19 A. She worked in the accounting department for Allen
20 Hughes.

21 Q. Did you direct Mr. Hughes or Ms. Smith to send a
22 default letter in July?

23 A. I did not direct it. It would have been her job.

24 Q. At what point did you find out that Mr. White was in
25 default?

1 A. I was copied on this letter it appears.

2 Q. So you did receive it? Do you remember that?

3 A. I don't remember it, but it says I was copied on it, so
4 I'm sure I was.

5 Q. Would you have kept that letter that you received?

6 A. Probably not.

7 Q. Did you contact Mr. White when you received that
8 letter, or did you call down to Mr. -- like at what
9 point did you get involved to the point where you
10 wanted to stop by and talk to Rodney yourself?

11 A. I'm the one that -- Rodney would call me. He'd get one
12 of these letters and he'd call me.

13 Q. Okay. And about how many times did that happen, or how
14 often did that happen?

15 A. Usually -- I mean usually every time we were
16 threatening action or taking action.

17 Q. I mean, do you remember how many times that happened?
18 Was that a bunch of times or a couple of times or once?

19 A. A couple of times, three.

20 Q. A couple of times?

21 A. Two or three.

22 Q. So he would call you on the phone, and would you
23 answer? Would you have a conversation with him most of
24 the time?

25 A. Sure, I'd usually talk with him. I had no problem

1 talking to him. I wanted his money. I wanted him to
2 have the property. I was working with him.

3 Q. Right. So Allen Hughes or someone in his department
4 would send a default letter to Rodney if he missed a
5 payment. Rodney would get the letter and then call you
6 and y'all would work it out?

7 A. Yeah. I'd say, you know, hey, you got to get current.

8 Q. So you said, you know, pay the money --

9 A. Pay up, yeah.

10 Q. -- like you're supposed to under the contract?

11 A. Correct.

12 Q. Was there like an or else when you talked to him? I
13 mean, the letters clearly say there's an or else.

14 A. Right.

15 Q. Or else get off the property, we're terminating, blah-
16 blah-blah. Did you tell him, you know, did you give
17 him a different deadline than was in the letters or?

18 A. The last letter, the Allen Hughes letter that I
19 referred to, you know, it says you got to get out, and
20 I said -- I told him, I said, listen, we got no plans
21 for this property, you know, don't worry about moving
22 out, continue to try to make it and bring us current.

23 Q. But you didn't give him a deadline?

24 A. No.

25 Q. So I'm going to give you the next letter, and this one

Deposition of James "Jay" Cuthbert Self,

1 is signed by Allen Hughes. So I think---

2 A. That's the one I'm referring to I'm sure.

3 Q. All right. This one's dated August 26, 2003, and this
4 will be our Exhibit Number 3.

5 (Defendant's Exhibit 3 marked)

6 EXAMINATION RESUMED BY MS. MCCONOUGHÉY:

7 A. Yeah. It was after this letter that I stopped by and
8 talked to Rodney and told him that, you know, hey, stay
9 in there, do---

10 Q. Make your payments?

11 A. Do your best, bring us -- make some partial payments,
12 show some effort.

13 Q. So you talked to him in person?

14 A. Yes.

15 Q. Was that the last time you talked to Rodney?

16 A. I believe so.

17 Q. Did he ever call you again after that?

18 A. Don't know.

19 Q. You don't---

20 A. I don't know if he did or not.

21 Q. But you don't remember talking to him after that?

22 A. No.

23 Q. Did you tell him that you would get back in touch with
24 him about the payments, or you just told him to get
25 current with no deadline?

1 A. (Witness nods head).

2 Q. So she can't -- you have to say out loud yes or no.

3 A. Okay. I told him, I said, you know, get current. You
4 know, he always had something going on that he was
5 going to bring it current, and I said, great, get it
6 current. You know, you're a great guy, you know, I
7 want to work with you. You know, stay there, run your
8 business, make some money and pay us.

9 Q. Was that frustrating to be in this cycle with him of
10 default, default letter sent, get a phone call,
11 default, default letter sent, get a phone call?

12 A. Sure it is.

13 Q. Did you feel like you were---

14 A. It's frustrating now.

15 Q. I understand. Did you feel like you were losing
16 patience, or was there anyone else at Greenwood Mills
17 who told you like, you know, we're not making
18 exceptions anymore or anything like that?

19 A. No.

20 Q. No? Did you or anyone else at Greenwood Mills give Mr.
21 White any other options regarding the property, like to
22 stay or to change his payments or to change the payment
23 plan or anything like that?

24 A. Not that I'm aware.

25 Q. No? Okay. Did Greenwood Mills take any legal action

1 regarding the default, Mr. White's default on his
2 payments in 2003, 2004?

3 A. No, other than cancellation of the contract.

4 Q. And what do you mean by cancellation of the contract?

5 A. The letter says it's hereby canceled.

6 Q. Okay. So that's the August 26, 2003 letter, and you
7 said it was after that letter that you stopped by the
8 business to talk to Rodney in person and you told him
9 to stay on the property and to keep trying to make---

10 A. If you can bring -- if you can bring us current, we'll
11 -- we'll work on it.

12 Q. But you didn't give him a deadline. Right?

13 A. No.

14 Q. Can you understand how from Mr. White's perspective it
15 wasn't clear like how long he had---

16 A. I can't -- I can't testify to his perspective. I'm
17 sorry.

18 Q. Right. Okay, I accept. After that default notice
19 dated August 26, 2003, was there any legal action taken
20 to your knowledge like --

21 A. No.

22 Q. -- anything filed in court? Were there any other
23 letters sent to Mr. White telling him, you know, any
24 other default letters sent?

25 A. No.

1 Q. No other default letters sent?

2 A. Not that I'm aware.

3 Q. Did you have Mr. White's telephone number, his cell
4 phone number?

5 A. I did at some point.

6 Q. When he would call you after he got those default
7 letters, was he calling you on your cell phone, or was
8 it like a business phone or line that you had?

9 A. Probably my cell phone.

10 Q. Did you give him your cell phone number?

11 A. I'm sure I did. It was on my business card.

12 Q. Did you ever have trouble getting in touch with him, or
13 did you ever try to reach out to him directly besides
14 stopping by the business that time?

15 A. I don't remember a specific incident, but...

16 Q. I mean, can you think of a time when you tried to get
17 in touch with him and couldn't?

18 A. In this time frame?

19 Q. Yeah.

20 A. No. Now, later on in some of this back in here, yes.

21 Q. Did you ever send a letter to Mr. White yourself, like
22 a default letter like directly from you that you
23 remember?

24 A. Not that I remember.

25 Q. We've been going about an hour. Do you want to take a

Deposition of James "Jay" Cuthbert Self,

1 break, or do you want to keep going?

2 A. I'm good.

3 Q. okay. what changed in 2018 that you ended up with a
4 new version of the contract?

5 A. It just bubbled to the surface again. You know, hey,
6 we need to deal with this. It's been out here. You
7 know, I went back to whoever was handling it then. I
8 think it was Bill Watkins in '18. I went back to
9 Rodney. I said, you know, this has been hanging out
10 there. Let's go deal with it. Bill went back to him
11 with this contract, and, to my knowledge, Rodney never
12 signed it.

13 Q. So who told Bill Watkins to do that?

14 A. I did.

15 Q. You did? I mean, that's my question, is like what was
16 the -- what brought it up again? It had been like 15
17 years.

18 A. Just, you know, slow day on my other duties.

19 Q. So nothing in particular?

20 A. Mm-mm. Or he may have brought it to my attention. I'm
21 not---

22 Q. who is he?

23 A. Bill Watkins.

24 Q. okay. So I have what I think is the 2018 contract. So
25 this will be Exhibit 4.

1 (Defendant's Exhibit 4 marked)

2 EXAMINATION RESUMED BY MS. MCCONOUGHNEY:

3 Q. And I think you've got a copy of it in your hand.

4 A. Mm-hmm.

5 Q. Is this the same copy you have in front of you?

6 A. Right.

7 Q. I mean, I see this one has some of my client's notes at
8 the top, but is yours also stamped draft?

9 A. It is not.

10 Q. So you have a different version of it?

11 A. Not that I'm aware of. The pagination is different.
12 It looks like the text is the same.

13 Q. And on the 2018 contract, does it describe the
14 property? Is it for the gas station portion only, or
15 is it for---

16 A. It is.

17 Q. Okay. And what's the price on it?

18 A. 53,800.

19 Q. And what was the price on the 2003 contract?

20 A. 50,300.

21 Q. Do you remember the reason for the difference?

22 A. I don't at the time. I don't know what the difference
23 would be.

24 Q. And what do you remember about the circumstances of the
25 2018 contract? You said that Mr. White didn't sign it.

1 Is that right?

2 A. That's correct.

3 Q. Did you sign it?

4 A. I did not. I'm usually the last signer.

5 Q. What do you remember of what happened with this one,
6 the 2018?

7 A. I believe Bill approached Rodney about, hey, it's time
8 to revisit this, and he probably -- I'm sure he
9 probably said he still wanted to buy it. And I said,
10 well, fine, get him a contract. And I'm not sure
11 exactly how we arrived at a price, but it's generally
12 the same price. And we gave him the contract, and he
13 never signed it.

14 Q. Why would you give him a new contract if it was the
15 same property covered by the old one? Like why not
16 just bring up the old one?

17 A. Because the old one was canceled. It was in -- he was
18 in default and it was canceled.

19 Q. By that---

20 A. According to the letter.

21 Q. By that August 2003 letter?

22 A. Correct.

23 MR. SMITH:

24 Do y'all mind if I run to the restroom real quick?

25 MS. MCCONOUGHIEY:

1 Sure. We'll take a break. It's 12:02 right now.

2 (Off the Record; 12:02 -- 12:06 PM)

3 EXAMINATION RESUMED BY MS. MCCONOUGHHEY:

4 Q. We're going back on the record. It is 12:06, and we
5 have myself, Rachel McConoughey, the court reporter,
6 Roz, Rodney White, Brandon Smith, and Jay self all
7 still in the room. So I just want to be clear on the
8 letter that you're calling the termination letter.
9 That's the letter that's dated August 26, 2003?

10 A. Correct.

11 Q. So it's your understanding that that termination notice
12 was still in effect even after your conversation with
13 Rodney when you told him to get current. Is that
14 right?

15 A. Yes. I mean, the contract was terminated, but if he
16 came up with the money, I'd still love to work with him
17 and work it out.

18 Q. Okay. So that happened in 2003, and then nothing
19 happened with it until 2018?

20 A. Correct.

21 Q. And then Bill Watkins wrote a new contract?

22 A. Mm-hmm.

23 Q. And approached Rodney about it, and nobody ever signed
24 it?

25 A. Correct. Rodney did not sign it, correct.

- 1 Q. Do you remember why, or what's your understanding of
2 why nobody signed that one?
- 3 A. Well, there was no -- there was no financing involved
4 with it. So---
- 5 Q. So the 2018 contract was different because it was not
6 owner financed?
- 7 A. Yeah. I don't know why he didn't sign it.
- 8 Q. And then what happened after that? Just nothing?
- 9 A. Nothing.
- 10 Q. Was Rodney, like did he operate his business on that
11 property continuously this whole time, to your
12 knowledge? Let's say from 2003 to 2018.
- 13 A. That was -- that was my knowledge. I've learned since
14 then that he was in and out of -- there was never much
15 activity there, but it appeared -- it appeared he was
16 running his business, but I never saw him there.
- 17 Q. Did you see anyone there? Like was stuff going on
18 even, you know, maybe he had employees there? Do you
19 remember, or you don't know?
- 20 A. I don't know. You know, later I've learned that he --
21 you know, he didn't have business licenses for part of
22 the time and that kind of stuff. So I assume he went
23 out of business, went back in, went out, you know. Not
24 my issue.
- 25 Q. So nobody signed any contracts in 2018. There was no

1 legal action taken. Is that right?

2 A. Mm-mm.

3 Q. You have to say it out loud.

4 A. No.

5 Q. Okay, thank you. And then when was the next time that
6 you or anyone from Greenwood Mills followed up with
7 Rodney?

8 A. That would be '21.

9 Q. When in '21? Do you remember?

10 A. Sometime prior to April of '21.

11 Q. What happened in April of -- what happened in 2021 that
12 kind of made this bubble to the top again, as you said?

13 A. Probably Bill was getting ready to retire, and I said
14 let's deal with this before, before you retire.

15 Q. Bill Watkins, your former attorney?

16 A. Mm-hmm.

17 Q. Is he retired now?

18 A. Yes.

19 Q. So tell me kind of how the 2021 contract came to be.
20 Did Bill Watkins draft a new one, or what do you
21 remember about that?

22 A. I remember Bill drafted a new contract. I assume he
23 talked to Rodney about it, and that's the first time we
24 heard he wanted the whole, the whole parcel.

25 Q. You said that's the first time you heard that he wanted

1 the whole parcel?

2 A. Mm-hmm.

3 Q. Did Bill Watkins say that was the first time he heard
4 that Rodney wanted the whole parcel?

5 A. I don't know what Bill Watkins would say to that.

6 Q. Oh, I mean, did Bill say that to you? Do you remember
7 him saying I had no idea he wanted---

8 MR. SMITH:

9 I'm going to object. The question is seeking attorney-
10 client privileged information. I don't know that there
11 was an answer, but I'm objecting and instructing him
12 not to answer anything dealing with attorney-client
13 privileged information.

14 EXAMINATION RESUMED BY MS. MCCONOUGHHEY:

15 Q. And so you said Bill Watkins drafted another new
16 contract in 2021?

17 A. Correct.

18 Q. Is there a reason he didn't use the '18 contract?

19 A. The '18 didn't deal with the whole parcel.

20 Q. Okay. I'm sorry. Let me go back to the year 2018.

21 This will be our Exhibit 5.

22 (Defendant's Exhibit 5 marked)

23 EXAMINATION RESUMED BY MS. MCCONOUGHHEY:

24 Q. This is a proof of funding letter from Mr. White. Do
25 you recognize this document?

1 A. I do not.
2 Q. You've never seen it before?
3 A. No.
4 Q. Did you know that Rodney had offered proof of funding
5 in 2018 to buy the property?
6 A. No. We had no signed contract, so I don't know why I
7 would have seen this.
8 Q. So nobody discussed this with you? No one ever brought
9 this up to you that Rodney had an external source of
10 funding to purchase the property in 2018?
11 A. No. We had no signed contract from Rodney in 2018.
12 Q. Okay. But if he had proof of funds for -- what's the
13 letter say? What's the amount?
14 A. \$50,000.
15 Q. \$50,000. The 2018 contract, the price was very close
16 to \$50,000. Is that right?
17 A. Correct.
18 Q. Why would---
19 A. I can't answer why he didn't sign. I don't know.
20 Q. I mean, it seems like---
21 A. To buy a piece of property you have to sign a contract.
22 Q. Right.
23 A. Then you go to closing.
24 Q. But it seems like if he wanted it and he had the money
25 --

1 A. He would have---

2 Q. -- and y'all wanted to sell it.

3 A. He would have signed the contract.

4 Q. That that would have happened, right, but you have no
5 idea why that didn't happen?

6 A. I have no idea why he didn't sign the contract.

7 Q. You don't know?

8 A. You'd have to ask your client that.

9 Q. So in 2018 you did not know that he wanted to buy the
10 whole property. Is that right?

11 A. No. In 2018 he wanted to buy the -- this contract was
12 for the gas station just like the previous contract.

13 Q. Did Rodney ever reach out to you directly about buying
14 the house part, parcel, house portion of the parcel?

15 A. Not to my knowledge.

16 Q. Did you notice a change in the maintenance of the
17 property, either portion of the property at any time
18 since 2003 up till 2021 that you recall?

19 A. Not that I recall.

20 Q. All right. From 2003 to 2018, to your knowledge, did
21 Greenwood Mills or did you receive any code violation
22 notices about either portion of the property?

23 A. I don't recall.

24 Q. You don't recall? After the COVID '19 pandemic started
25 in 2020, did that have any bearing on those properties

1 or the use of them or the---

2 A. No.

3 Q. No? Do you recall receiving any code violation notice
4 after 2018?

5 A. Yes.

6 Q. What do you remember about that?

7 A. Abandoned cars on the gas station side.

8 Q. What else?

9 A. I remember it was something about the house, because
10 that was why we tore it down, but I don't remember what
11 the exact violation was.

12 Q. Do you remember when you received notice that there was
13 something wrong with the house part, that you needed to
14 do something about it?

15 A. It was right before we did something about it. I don't
16 know what that time was, but...

17 Q. Were you involved with that, or was someone else
18 handling that?

19 A. At that point it was being handled by Lesley Lane.

20 Q. And she works for Greenwood Mills?

21 A. Works for Greenwood Development.

22 Q. And what is her position?

23 A. Administrative assistant.

24 Q. To who?

25 A. My cousin.

1 Q. Who's your cousin?

2 A. Bubba Self.

3 Q. Why was that being handled by Greenwood Development?

4 A. Because it -- they took over the -- they had the
5 capacity and bandwidth to take over the property
6 management stuff.

7 Q. And when did Greenwood Development start taking over
8 the property management?

9 A. 2019-ish. I'm guessing.

10 Q. Was there a reason for that change? Just better---

11 A. Organization changes.

12 Q. When the notices were sent about the house being in
13 condemnable condition or whatever that notice was, you
14 said that Lesley Lane was handling it. Did you have
15 anything to do with any of that at that time? Were you
16 notified of it?

17 A. She asked me what I wanted to do about it.

18 Q. What did you say?

19 A. Tear it down if we can.

20 Q. Did you send people to the house to like go inside?

21 A. She probably did.

22 Q. She did?

23 A. (Witness nods head).

24 Q. Did you know about that?

25 A. Yes.

1 Q. What do you remember about it?

2 A. Said nothing in there, a bunch of trash.

3 Q. Who said that?

4 A. The construction crew that went in there, destruction
5 crew to look at it, or Lesley said it. I'm not sure
6 exactly who.

7 Q. Okay. When that was occurring did that crew also go
8 inside Rodney's shop, the business part?

9 A. Not to my knowledge.

10 Q. No? These are some photos. This is Exhibit 6.

11 (Defendant's Exhibit 6 marked)

12 EXAMINATION RESUMED BY MS. MCCONOUGHNEY:

13 Q. These are photos that I received from Mr. Smith in
14 discovery. Have you seen any of these before?

15 A. Which photo are you asking? There's a whole deck of
16 them.

17 Q. I mean have you seen any of those? Do you recognize
18 any of those photos? Have you ever seen them?

19 A. This one I have not seen.

20 Q. The first one?

21 A. The second one I have not seen. The third one I have
22 not seen. The fourth one I have not seen. The fifth
23 one I have not seen. This is a bad quality, but I may
24 have seen this one and this one.

25 Q. So you're saying maybe you've seen the sixth and

1 seventh photos there?

2 A. Correct. And maybe eight. These look like they're in
3 the house portion, nine. I have not seen 10 or 11.

4 Q. Are there 12 photos? Is that six pages front and back?

5 A. That's the last one.

6 Q. That's the last one? Okay. Do some of those look like
7 they're in the gas station portion?

8 A. Some do.

9 Q. So you said a minute ago that you did not send anyone
10 to go into the gas station portion?

11 A. I did not, no.

12 Q. Do you have any idea why anyone might have been in
13 there taking photos?

14 A. Don't know.

15 Q. Did anyone ever tell you that they had gone in the gas
16 station portion?

17 A. No. Other than it was abandoned it appears.

18 Q. I'm going to enter another exhibit. This is a
19 different version of the 2021 contract. This is
20 Exhibit 7.

21 (Defendant's Exhibit 7 marked)

22 EXAMINATION RESUMED BY MS. MCCONOUGHIEY:

23 Q. Do you recognize this document? Do you recognize it?

24 A. I do not. This is the first I've seen it.

25 Q. You've never seen it? Were you aware that a contract

1 like this one existed, or I guess what's different in
2 this 2021 contract from the one that you're familiar
3 with that you signed?

4 A. It appears -- it appears the date is earlier than the
5 one I'm familiar with calling for an April closing
6 where the other one called for a May closing.

7 Q. Okay. Is there anything else that's different?

8 A. Yes. It's for just the gas station portion of the
9 property.

10 Q. Just the gas station portion?

11 A. Mm-hmm. It was originally drafted that way.

12 Q. I believe this version has some handwritten notations
13 in it. Do you see those on the first page?

14 A. Yes.

15 Q. So at the bottom of the first paragraph on my copy it
16 says, the last line there, it has a portion of parcel
17 ID 6845-728-882, but the words "a portion of" have been
18 marked out and then BAS is written underneath that.
19 So, I mean, it looks to me like it went from a portion
20 of that tax map to the whole tax map number. Is that
21 what it looks like on yours?

22 A. Well, that's not my notation. So...

23 Q. But did I describe the notation correctly, that the
24 words "a portion of" are marked out and it says BAS
25 underneath?

1 A. It appears that way.

2 Q. And on mine it also has the price is a little bit
3 different. The typed price is \$53,800, and that's been
4 marked out and \$50,000 is handwritten above it. Is
5 that what yours looks like?

6 A. It is. I mean, I'm reading from your copy. So...

7 Q. Right. You said you've never seen this before. Did
8 you know this existed at all?

9 A. Did not.

10 Q. What is BAS?

11 A. It appears to be somebody's initials.

12 Q. Do you know whose initials?

13 A. Brandon Smith.

14 Q. Brandon Smith's initials?

15 A. Assuming you have an A is your middle initial.

16 Q. Okay. Do you know why this contract would exist if
17 you've never seen it? Was this ever discussed with
18 you?

19 A. A contract only exists if it's signed, and this was
20 obviously never signed.

21 Q. I mean, did you ask Brandon Smith to reach out to
22 Rodney about this in 2021?

23 A. I'm sure it was just something we wanted to deal with.
24 Yeah, it probably -- you know, there was probably some
25 negotiation that led to this contract that was signed.

1 Q. So Brandon Smith it looks like wrote some notations on
2 this contract. Do you remember talking with him about
3 that?

4 A. No.

5 Q. You only remember the other --

6 A. Correct.

7 Q. -- the signed version that we have? In 2021, do you
8 remember negotiations with Mr. White about which
9 portions of the property would be included in the
10 contract?

11 A. Up until then all he ever wanted was the gas station.

12 Q. To your knowledge. Right?

13 A. Correct.

14 Q. So in 2021, you said that's when you found out that he
15 wanted the other part?

16 A. Correct.

17 Q. And what do you recall about those negotiations with
18 him about it, about the price or the acreage?

19 A. The acreage is whatever the acreage is in the whole
20 parcel, and I think we prorated a price or came -- I
21 don't know how we came up with the price.

22 Q. You don't remember how you came up with the price?

23 A. No.

24 Q. Do you remember any discussion of whether or not the
25 2003 contract included the entire parcel versus part of

1 it?

2 A. Repeat the question?

3 Q. Do you remember any discussion in 2021 about there
4 being confusion about whether that 2003 contract
5 included both portions of the property or not?

6 A. There was no confusion. It was a portion in 2003,
7 which was just the gas station.

8 Q. Right, I understand that. I'm asking you do you
9 remember discussing in 2021 in your negotiations with
10 Mr. White about the 2021 contract, do you remember
11 anybody saying that he thought the 2003 contract
12 covered both parts?

13 A. I don't recall.

14 Q. You don't remember? And you don't remember how you
15 came up with the selling price in 2021?

16 A. I don't.

17 Q. Did you know that Mr. White and Brandon Smith talked
18 about the 2003 contract and the tax map number and Mr.
19 Smith told Mr. White that the tax map number included
20 the entire like both portions of the property?

21 A. I'm not aware.

22 Q. Before the house was demolished you said you sent a
23 crew over there to go inside of it. Is that right?

24 A. Sure. I'm guessing Lesley probably did.

25 Q. Why did they go inside?

1 A. If we were going to demolish it, we wanted to see what
2 was -- what we were dealing with.

3 Q. I mean, did that matter if it was full of just trash or
4 if it was empty? I mean, were you just trying to make
5 sure there wasn't --

6 A. Sure. If you're going demolish it --

7 Q. -- any kittens in there or something?

8 A. -- you've got to do it environmentally -- if there was
9 any environmental problems such as asbestos or
10 anything, that had to be, you know, remediated prior to
11 demolition.

12 Q. Did they find anything like that?

13 A. Not to my knowledge.

14 Q. No asbestos? You said that they found the house was
15 full of trash, or I guess that's what they told you.
16 Is that right?

17 A. Correct.

18 Q. They told you it was full of trash? Did anyone who
19 worked for Greenwood Mills or Greenwood Development to
20 your knowledge know that Rodney White was using the
21 house or storing his personal belongings there?

22 A. Not to my knowledge.

23 Q. Were you surprised to find out that he had been using
24 the house and storing personal belongings there?

25 A. Yes.

1 MR. SMITH:

2 Object to the form. You can answer. I'm just
3 objecting to the form.

4 EXAMINATION RESUMED BY MS. MCCONOUGHIEY:

5 Q. How did you find out that he was using the house and
6 storing personal belongings there?

7 A. Somebody told me the trash was his.

8 Q. Someone told you the trash was his? Was that prior to
9 demolition or after?

10 A. I guess it had to be prior.

11 Q. Okay. Do you know who told you that?

12 A. I do not. I can't remember.

13 Q. What did you do after you found that out?

14 A. I believe we had Rodney come remove his trash from --
15 clean up, you know, the code violations, the abandoned
16 cars, you know, all the stuff we got the letter from
17 the city on.

18 Q. Okay. Did you tell Rodney that the house was going to
19 be demolished?

20 A. Did not.

21 Q. Did you tell Rodney that he needed to get his stuff out
22 of the house?

23 A. I don't think I knew it was his at the time.

24 Q. Okay. I think I'm confused.

25 A. Okay.

1 Q. You said that -- I said when did you find out that the
2 stuff in the house was Rodney's, and you said somebody
3 told me the trash was his.

4 A. It must have been after the fact then, because, I mean,
5 we certainly gave him every opportunity to clean his
6 stuff out.

7 Q. of the house?

8 A. Of the property, the gas station. We got the code
9 violations, you know, which included the house. We got
10 letters from the city on it I feel -- I think I
11 remember, and I know he came over and was getting the
12 abandoned cars. He was getting the stuff out behind
13 the gas station, and once he got all that done we went
14 in and -- once he got his personal belongings out we
15 went in and demolished the house.

16 Q. Okay. So is it true that you thought that Rodney had
17 been given an opportunity to get his stuff out of the
18 house?

19 A. Correct.

20 Q. Just the house is what I'm talking about right now.

21 A. Yeah, I didn't even know he was in the house at that
22 point, yeah.

23 Q. But you're telling me right now that you thought before
24 the house was demolished you thought he had an
25 opportunity to get his stuff out?

1 A. I thought he had an opportunity to get his stuff out of
2 the property, yes.

3 Q. Okay. I mean, he was told that he needed to remove the
4 trash from the gas station lot, and he did that?

5 A. He actually piled it over on the other side of the
6 road.

7 Q. Well, I believe that was removed, also.

8 A. It was.

9 Q. And he removed the cars --

10 A. Mm-hmm.

11 Q. -- within the time period given? But no one mentioned
12 to him anything about the house?

13 A. Didn't know he was in it at that point.

14 Q. Well, I mean, it sounds like you sent a crew over there
15 and they knew that somebody's stuff was in there.

16 A. It just looked like abandoned trash. You know, it
17 could have been any kind of vagrants in there. We have
18 that on properties all over town.

19 A. Well, so at the time that you received the city code
20 violations -- well, I've got it right here. Do you
21 remember when that was?

22 A. Not exactly, no.

23 Q. I sent a Freedom of Information Act request to the City
24 of Greenwood for these, and this is what I got. This
25 is Exhibit 8.

1 (Defendant's Exhibit 8 marked)

2 EXAMINATION RESUMED BY MS. MCCONOUGHNEY:

3 Q. Do you recognize this?

4 A. Okay.

5 Q. Do you recognize these?

6 A. Yes, I think I saw them when they came in.

7 Q. When did they come in?

8 A. Looks like May of '23, May 18th.

9 Q. May of this year?

10 A. Mm-hmm.

11 Q. When was the house demolished?

12 A. I'm not sure of the exact date.

13 Q. Was it this year or was it last year?

14 A. I don't know. I can't remember.

15 Q. Okay. This next item is the application for the
16 building permit for the demolition. This will be
17 Exhibit 9.

18 (Defendant's Exhibit 9 marked)

19 EXAMINATION RESUMED BY MS. MCCONOUGHNEY:

20 Q. What's the date on that application?

21 A. August 31, '22. So it was done sometime after the
22 permit.

23 Q. So the demolition permit was issued in August of 2022,
24 and the code violations were issued almost a year
25 later?

1 A. No. There had to be some other violations that caused
2 us to act. We didn't just act on our own.

3 Q. Well, if we just look at the demolition permit, you
4 said it was dated August '22?

5 A. '22, correct.

6 Q. What's the address that the permit is for? Does it
7 have an address on it?

8 A. 341 Maxwell.

9 Q. And what property is that for, or what---

10 A. That is the gas station it appears. It was on Maxwell.

11 Q. What's the address of the house, or is there a separate
12 address for the house?

13 A. It appears -- I'm not sure which one's the house and
14 which one's the gas station as far as the address.
15 There are two addresses. One is 110 Gulf, and the
16 other is 341 Maxwell, and I'm not sure which is which.

17 Q. Were they both demolished?

18 A. No.

19 Q. Which one was demolished?

20 A. The house was demolished.

21 Q. The demolition permit is dated---

22 A. Corner -- it says corner of Gulf and Powers. So this
23 was for the house.

24 Q. So the demolition permit is for the house?

25 A. Corner of Gulf Street and Powers.

1 Q. Okay. Even though the address it says is---

2 A. But the property address is 341 Maxwell.

3 Q. Okay. So the demolition permit is dated August of
4 2022?

5 A. Right. This -- these code violations are for the gas
6 station, because it's 110 Gulf Street.

7 Q. I'm sorry. Which one is the gas station? 110 Gulf
8 Street --

9 A. 110 Gulf Street.

10 Q. -- or 341 Maxwell?

11 A. 110 Gulf must be the gas station.

12 Q. But those are from May of this year?

13 A. Correct. The gas station's still there. So this had
14 to be the gas station.

15 Q. Has anything happened with those code violations since
16 May of this year?

17 A. All the -- all the 13 vehicles are gone that Rodney
18 abandoned on the property.

19 Q. And if you look at the demolition permit that's dated
20 August of 2022, what's the date of the -- you last had
21 a contract with Rodney in 2021. Is that right?

22 A. No. We had a contract -- let me see. We had a
23 contract in April of 2021 of which he failed to close
24 on.

25 Q. And did that cover just the gas station portion --

1 A. Both properties.

2 Q. -- or both?

3 A. Both properties.

4 Q. So in April of 2021, you were aware that Rodney was --

5 A. He wanted to buy the whole property.

6 Q. -- interested in both of them? Okay. So about a
7 little over a year later you have a demolition permit
8 for the property that you knew he was interested and
9 wanted to buy?

10 A. Right, but he didn't.

11 Q. Right, but he didn't. But you knew he wanted it.
12 Right?

13 A. Right.

14 Q. And you are saying that the crew that went in there or
15 at least you didn't know until after the house was
16 demolished that the stuff in there was his. Is that
17 right?

18 A. Correct.

19 Q. Did it occur to you that it might be his because he was
20 interested in buying it? You just thought it was just
21 some random person's trash?

22 A. The house had been vacant for so long, didn't know who
23 it belonged to.

24 Q. Okay. Does Greenwood Mills have plans for the property
25 after like if you are successful in this lawsuit?

1 A. Not currently.

2 Q. Has anyone offered to buy those lots from you?

3 A. Not currently.

4 Q. What would it mean for you personally or for Greenwood
5 Mills to get to keep that land?

6 A. Nothing for me personally.

7 Q. What about for Greenwood Mills?

8 A. What would it mean? It would mean we'd still own it.
9 It would be an asset of the company.

10 Q. So just a -- that's it? Just an asset? When you
11 received those code violation letters, did anyone reach
12 out to Rodney about them?

13 A. I don't know. It went to -- Lesley would have dealt
14 with that.

15 Q. So, I mean, who received that mail?

16 A. It usually -- I mean, it comes addressed to the
17 company.

18 Q. I mean, did they come across your desk?

19 A. Probably.

20 Q. The 2021 contract, the one that was signed, what's the
21 date that it was signed? You have it right there.

22 A. The 30th day of April.

23 Q. And when was the closing supposed to be?

24 A. By May 31st.

25 Q. So 30 days?

Deposition of James "Jay" Cuthbert Self,

1 A. Mm-hmm.

2 Q. And this was for both parts of the property. Right?
3 Is that right?

4 A. Correct.

5 Q. And what's the sale price?

6 A. \$95,000.

7 Q. Okay. And so this contract was not seller financed.
8 Is that correct?

9 A. Correct.

10 Q. So Rodney had 30 days to come up with \$95,000?

11 A. Correct.

12 Q. Did he -- I mean, I showed you he had a proof of
13 funding letter in 2018 for \$50,000. Did you ever
14 receive a proof of funding letter from him --

15 A. No.

16 Q. -- under this contract? Did he ask for an extension?

17 A. Not to my knowledge.

18 Q. He did not ask for an extension? So do you remember
19 signing the 2021 contract?

20 A. I do.

21 Q. Do you remember, did you hear anything else about it
22 after that?

23 A. Other than he failed to come up with the money and
24 close.

25 Q. So you did not know that Rodney asked for more time to

1 perform?

2 A. No.

3 Q. Did you know that he needed more time to get a survey?

4 A. No.

5 Q. Did you know that he was encountering issues with DHEC
6 related to like buried gas tanks on the property?

7 A. No.

8 Q. You didn't know any of that?

9 A. Mm-mm.

10 Q. Do you know who was handling those requests? Like was
11 someone fielding those requests from Rodney on your
12 behalf?

13 A. Anything from DHEC would have come to me because we
14 still had title of the property. We had nothing from
15 DHEC on that.

16 Q. But if Rodney asked for more time, who would he have
17 talked to if it wasn't you?

18 A. I don't know. I'm not aware of anybody. I'm not aware
19 he requested more time.

20 Q. So nobody told you Rodney asked for more time?

21 A. Not that I can remember.

22 Q. Okay. Was anyone else handling this contract, like the
23 closing or the details of it on behalf of Greenwood
24 Mills?

25 A. Brandon Smith.

1 Q. Brandon Smith was handling it, okay. To your
2 knowledge, did you ever sign a termination letter for
3 the 2021 contract?

4 A. Not to my knowledge.

5 Q. Did you ever direct anyone to send a termination
6 letter, a written termination letter to Rodney for the
7 2021 contract?

8 A. No.

9 Q. So was---

10 A. I'm not even sure. Did he ever post the \$1000 earnest
11 money?

12 Q. You don't know?

13 A. I don't think so. I don't remember it.

14 Q. But do you know if---

15 A. All I know is he failed to close.

16 Q. Do you know if a termination letter was sent?

17 A. I do not. I don't think it was.

18 Q. You don't think a termination letter was sent?

19 A. No.

20 Q. And this is for the 2021 contract.

21 A. Correct.

22 Q. I think that is all that I have.

23 A. Okay.

24 Q. Do you have any corrections or clarifications that you
25 want to make that you can think of right now?

1 A. No.

2 Q. The exhibits that I have handed to you and handed to
3 the court reporter, the ones that I've given to the
4 court reporter are going to stay with her, and they'll
5 be part of the deposition record. I don't think we've
6 given any originals. I would like to review the
7 originals that you have, Brandon, but I think we can do
8 that off the record. I don't have any more questions.
9 Your attorney has the opportunity now to ask you some
10 questions, and then I will have an opportunity to
11 follow up after that.

12 MR. SMITH:

13 I don't have any questions.

14 MS. MCCONOUGHHEY:

15 No follow-up questions.

16 COURT REPORTER:

17 Mr. Smith, do you need a copy of the transcript?

18 MR. SMITH:

19 Sure, I'll take one.

20 (Off the Record; 12:54 -- 1:01 PM)

21 (Defendant's Exhibit 10 marked)

22 MS. MCCONOUGHHEY:

23 All right, we're back on the record. Again, we have
24 Rosalind, the court reporter, myself, Rachel
25 McConoughey, Rodney White, the defendant, and Brandon

Deposition of James "Jay" Cuthbert Self,

1 Smith, plaintiff's attorney, and we are back on the
2 record to stipulate to the inclusion of Exhibit 10,
3 which is the signed version of the 2021 contract. Mr.
4 Smith, do you stipulate that this exhibit is correct?

5 MR. SMITH:

6 I stipulate.

7 MS. MCCONOUGHIEY:

8 Okay, thank you. That's all.

9 (THERE BEING NO FURTHER QUESTIONS, THIS DEPOSITION CONCLUDED
10 AT 12:54 PM.)

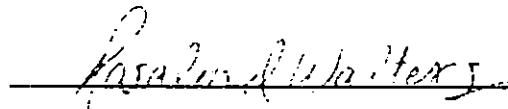
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

CERTIFICATE OF REPORTER

I, Rosalind Poole Walters, a Notary Public in and for the State of South Carolina, do hereby certify that the foregoing deposition was taken before me on the date and at the time and location stated on page 1 of this transcript.

That the deponent was duly sworn to testify to the truth, the whole truth, and nothing but the truth.

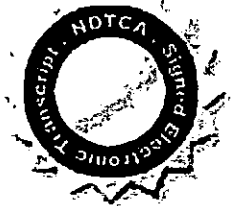
That I am not related to nor the employee of any of the parties hereto, nor related to or employed by any attorney or counsel employed by the parties hereto, nor interested in the outcome of this action.



Rosalind Poole Walters, Reporter

Notary Public for S.C.

Commission Expires: 4/29/26



STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF GREENWOOD) C.A. NO. 2021-CP-24-00784

Greenwood Mills,)
 Plaintiff(s),)
versus)
)
Rodney White,)
 Defendant(s).)

D E P O S I T I O N

WITNESS: RODNEY LOUIS WHITE
DATE: December 12, 2023
TIME: 1:04 PM
LOCATION: Law Office of Brandon Smith
 104 Maxwell Avenue
 Greenwood, South Carolina
REPORTED BY: Rosalind Poole Walters, CVR-M

LEGAL EAGLE
Post Office Box 5682
Greenville, South Carolina 29606
864-467-1373
depos@legaleagleinc.com

1 APPEARANCES:

2
3 BRANDON A. SMITH, ESQUIRE
4 THE LAW OFFICES OF BRANDON A. SMITH, LLC
5 Post Office Box 1810
6 Greenwood, South Carolina 29648
7 bsmith@basmithlaw.com
8 Attorney for the Plaintiff(s),
9

10 RACHEL G. MCCONOUGHIEY, ESQUIRE
11 MCCONOUGHIEY LAW FIRM, LLC
12 100 Whitsett Street
13 Greenville, South Carolina 29601
14 Contact@McConougheyLawFirm.com
15 Attorney for the Defendant(s).
16
17
18
19
20
21
22
23
24
25

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

INDEX

Stipulations, waiver and Oath.....	4
Examination by Mr. Smith.....	4
Examination by Ms. McConoughey.....	102
Certificate of Reporter.....	104

EXHIBITS

Plaintiff's Exhibit 1, 6 pg.; Contract and Purchase Agreement, 2/23/03.....	20
Plaintiff's Exhibit 2, 2 pg.; (2-sided), Contract for sale.....	24

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

1 STIPULATIONS:

2 It is agreed by and between the Counsel for the parties as
3 follows:

- 4 1. That this deposition is being taken pursuant to Rule 30
5 of the South Carolina Rules of Civil Procedure;
6 2. That the deponent waives the right to read and sign the
7 deposition transcript.

8 *****

9 RODNEY LOUIS WHITE, first being duly sworn, was examined and
10 testified as follows:

11 *****

12 EXAMINATION BY MR. SMITH:

13 Q. Mr. White, my name is Brandon Smith. I know we've met
14 before, but I'm going to be taking your deposition
15 today. Have you ever had your deposition taken before?

16 A. No.

17 Q. A few rules that even if you had had your deposition
18 taken I'm required to tell you. If you have any
19 questions with anything I ask you, please feel free to
20 ask me to rephrase my question or ask it again until
21 you understand it. I just ask that you ask me for any
22 clarification rather than your attorney. And if you
23 could for her and for the record, because she's taking
24 down everything that's being said, make sure to yes-or-
25 no questions to say yes or no rather than uh-huh or uh-

1 uh, because those are hard for her to take down. Do
2 you understand those rules?

3 A. I understand, right.

4 Q. Mr. White, what is your full name?

5 A. Rodney Louis White.

6 Q. And where do you live?

7 A. I live at 305 Blossom Drive, Greenville, South
8 Carolina.

9 Q. How long have you lived there?

10 A. Probably 2017, 2017. Well, actually I'm going to --
11 I'm going to go back. My address is 109 Cardinal Road,
12 Greenwood, South Carolina. My girlfriend's house is
13 305. I met her in 2017. So I was commuting back and
14 forth. So I use that address now, because I'm in --
15 I'm back -- I'm still kind of commuting back and forth.
16 So 109 Cardinal Road, Greenwood, South Carolina, and
17 305 Blossom Avenue, Greenville, South Carolina.

18 Q. Who owns 109 Cardinal?

19 A. It's my mother's. It's the house I grew up at. It's
20 the family house.

21 Q. Is that in the city of Greenwood?

22 A. County.

23 Q. Where is that? Promised Land?

24 A. Correct.

25 Q. Okay. And has 109 Cardinal been your address your

1 entire life?

2 A. My entire life. All my mail goes to pretty much 109
3 Cardinal Road.

4 Q. where else have you lived?

5 A. well, I had brief stints in -- in Augusta, Georgia,
6 2426 Augusta, Georgia. Actually, I didn't stay there,
7 but you asking me where my mail, what mail go to or
8 where have I---

9 Q. where have you lived?

10 A. Okay. 109 Cardinal Road.

11 Q. And that's where your mail goes to, but where have you
12 physically resided?

13 A. Like I said, 305 Blossom Drive. It's my ex-
14 girlfriend's.

15 Q. Are you still living there?

16 A. Currently not. I'm currently staying with a friend.
17 So I don't have a -- I'm really in between places now.

18 Q. where do you live now?

19 A. It's not -- well, it's -- she has a apartment in
20 Mauldin, South Carolina. So, and I'm currently, you
21 know, staying there with her.

22 Q. what's that address?

23 A. I'm not sure. I don't know the address.

24 Q. But you know how to get there?

25 A. Sure.

1 Q. Okay. Where else have you lived besides somewhere in
2 Mauldin, in Greenville, the address you gave in
3 Greenville, and the 109 Cardinal?

4 A. You're asking me what -- what time frame are you asking
5 me?

6 Q. Before 2017.

7 A. Before 2017? 109 Cardinal Road and 110 Gulf Street.

8 Q. Okay. Where have you lived since 2017?

9 A. Since 2017 I've been -- it's still 109 Cardinal Road.
10 I've still been staying with her, just off and on with
11 her. It's not -- it's not like a permanent address.

12 Q. Your mom?

13 A. Yeah. 109 Cardinal Road. It's not a -- 109 Cardinal
14 Road, I still have things in that house, so I still use
15 that as my address. But 305 Blossom Drive is where,
16 you know, I -- that's where I -- I guess I consider
17 that home.

18 Q. Have you ever resided outside of South Carolina?

19 A. No.

20 Q. All right. How long did you -- you said 110 Gulf
21 Street was your residence at some point before 2017?

22 A. Mm-hmm.

23 Q. Is that a yes?

24 A. Yes.

25 Q. How long did you live there?

1 A. Off and on I stayed there. I stayed there after the
2 signing of the 2003 contract probably maybe -- probably
3 a year after that signing of the 2003 contract I stayed
4 at that resident, and then I was -- I rented it several
5 times. So I'm not familiar with the years, but I
6 stayed -- actually I stayed there off and on. So
7 actually when I commuted back from Greenville to
8 Greenwood I would stay in that house.

9 Q. Between what was that time frame?

10 A. Between -- between 2008, 2008. I was off and on on
11 that house. So I didn't -- it wasn't my permanent
12 address, but I stayed there from time to time.

13 Q. From 2008 to when?

14 A. Probably to -- I'm not 100 percent sure. Probably
15 2015. No, 2012, '15. I'm not sure.

16 Q. But you're saying from 2003, for a year after sometime
17 in 2003 you lived --

18 A. No.

19 Q. -- there?

20 A. No, not 2003. A year after the signing. Probably
21 2004, 2005.

22 Q. And between 2018 [sic] and 2014 I think was your
23 testimony you were -- you would stay there
24 occasionally?

25 A. Repeat the question?

1 Q. I thought I understood your testimony to be that
2 between 2008 and 2014 you would stay there
3 occasionally. Is that correct?

4 A. Correct.

5 Q. And you said when you were back and forth from
6 Greenville?

7 A. I don't know, because I was -- it's been so many years.
8 It's -- I can't really remember if I was in Greenville
9 at that time or I was still at 109 Cardinal commuting
10 to my -- to my business. I'm not 100 percent sure.

11 Q. Where would you have lived in Greenville?

12 A. 305 Blossom Drive.

13 Q. And do you work?

14 A. Yeah, I'm currently not. I'm still doing like a sub
15 thing from Number One Auto. I still deal with cars,
16 but I detail like kind of mobile like for different
17 dealers. So I go to their locations and I still
18 detail. So that's how I get my income. I have to go
19 from -- I got several throughout the years from being
20 in my car business I met so many dealers throughout the
21 years. So that's how I get my income now, because I'm
22 going from probably their detail shops, their car lots,
23 whatever.

24 Q. And is that work that you do as part of an incorporated
25 business, or is that just Rodney White doing the work?

1 A. What you mean?

2 Q. In other words, I think you said there's Number One
3 Auto?

4 A. Yes.

5 Q. So the work that you're doing going around to
6 dealerships detailing cars, is that for -- is that
7 pursuant to an entity, to an LLC, an incorporated
8 business, or is that just you individually going?

9 A. It's my means of finance to support myself.

10 Q. Sure, I understand that, but is that just Rodney White
11 doing it?

12 A. It's not -- it's not connected to any business or any
13 kind of entity.

14 Q. Okay. Do you operate any type of business or entity?

15 A. I did before COVID, right before COVID. My last year
16 in business was 2019. I had a business license right
17 here on Maxwell Avenue. After COVID, you know, the
18 governor, I think they shut the state down, so I was --
19 I didn't do anything with Number One Auto. My plan was
20 to reopen in 2021 when actually I received a phone call
21 from you, but my plans was to come back and open up
22 Number One Auto.

23 Q. Is Number One Auto incorporated?

24 A. No. It's a LLC.

25 Q. Is it still in good standing with the Secretary of

1 State?

2 A. Still in good standing with the Secretary of State.

3 Q. All right. Any other entities? Any other LLCs or
4 corporations of which you've been a ownership member?

5 A. Yes.

6 Q. What are the other ones?

7 A. ASK Enterprise and Funding.

8 Q. AX?

9 A. A-S-K Enterprise and Funding.

10 Q. Okay. Any others?

11 A. That's it.

12 Q. How long has Number One -- tell me the full name of the
13 business Number One Auto Care. Is that it? Number One
14 Auto Care, LLC?

15 A. Yes.

16 Q. And when was that first incorporated?

17 A. In 2018. Well, actually, no, no, no. We was -- I
18 opened the business up in 1998, but I got throughout
19 the years in 2018 when I received the letter from
20 Greenwood Mills to get -- to buy the property, I talked
21 with a loaning company, and they needed me to set up a
22 -- they needed me to set the business up into a LLC.
23 So in 2018 I started the LLC to get funding for the
24 property.

25 Q. And so that was the first time any entity, Number One

1 Auto Care---

2 A. Other than it was Number One -- Rodney White doing
3 business as Number One Auto. It had been like that for
4 years.

5 Q. Okay. And then ASK Enterprises is the only other LLC
6 or corporation or partnership of which you've been a
7 member.

8 A. Correct.

9 Q. Is that correct?

10 A. Correct.

11 Q. And when did you become a member of ASK Enterprises?
12 Go ahead.

13 A. No. I'm waiting on you.

14 Q. Were you a founding member of ASK Enterprises?

15 A. Yes. Yeah.

16 Q. So when did you found that?

17 A. 2018.

18 Q. And that's when you incorporated it, also?

19 A. 2018. It's not incorporated. It's a LLC.

20 Q. LLC, okay. So for the purposes of these questions,
21 we'll assume that incorporation is the same as an LLC,
22 but what is the difference between -- what does ASK
23 Enterprises do versus Number One Auto Care?

24 A. Nothing.

25 Q. So why do you have two different ones?

1 A. In the process of getting funded with -- for the
2 property in 2018 when I did the LLC, a associate of
3 mine suggested that I look into doing other things. So
4 I looked at opening a LLC for like investments or
5 whatever. So we just did it. It was just something --
6 it was another outlet that I was going to look at for
7 future, for retirements, anything just to do with
8 investing in property. So that was a future that me
9 and him had for ASK Enterprises funding, but it never
10 came to fruition. So...

11 Q. So do you have a partner or have you ever had a partner
12 with ASK Enterprises?

13 A. No.

14 Q. Do you have a partner or have you ever had a partner
15 with Number One Auto Care?

16 A. No.

17 Q. So those were wholly-owned businesses of yours?

18 A. Correct.

19 Q. Any other businesses that you've ever had an ownership
20 interest in?

21 A. Yes.

22 Q. What?

23 A. At the time, what was the name of it? Actually it was
24 -- it was -- actually I didn't even have ownership in
25 it. So I guess I couldn't even use that as ownership.

1 So can you rephrase the question about---

2 Q. Sure.

3 A. Are you asking me did I -- was I involved in any other
4 business?

5 Q. Any other business in which you've ever had an
6 ownership interest.

7 A. No, I didn't have -- well, I had management interest in
8 a business. I wouldn't consider it ownership. I would
9 consider it a management.

10 Q. Okay. What was that?

11 A. It was Rhythm and Blues. It was owned by the Self
12 family.

13 Q. Okay. Who?

14 A. Who?

15 Q. Anybody in particular in the Self family?

16 A. I'm not 100 percent sure, because I dealt with one of
17 the members. So I don't know exactly who owned it, but
18 I was pretty much managing it for the family.

19 Q. Okay. Was that business incorporated either as a
20 company or an LLC?

21 A. I have no knowledge of the standings of the business.

22 Q. Who did you deal with?

23 A. Ms. Self.

24 Q. Which one?

25 A. Ms. Linda Self.

1 Q. How long were you affiliated with Rhythm and Blues?

2 A. Between the time that my business paused for that year,
3 because I think -- I think that's the part where -- I
4 think it was in 2010 or '11, around that time. I'm not
5 100 percent sure. Around 2010 and '11.

6 Q. And how did you come to know Ms. Linda Self?

7 A. She was a customer of mine at the car wash.

8 Q. And ASK Enterprises, does that or has that ever had a
9 business license?

10 A. No. It never came to -- I did that -- I set up the LLC
11 with the state, but we never -- I never did anything
12 else with it. So no. No.

13 Q. Is it still in good standing?

14 A. It is.

15 Q. All right. Number One Auto Care, when did you first
16 get a business license for that?

17 A. 1998.

18 Q. All right. And did you have a business license current
19 through now?

20 A. Yes. Well, no, not since COVID. I stopped in 2019.
21 Actually I was waiting after COVID. A lot of stuff
22 happened through COVID. A lot of family members died.
23 A lot of issues came up during COVID. So my plan was
24 to reopen it after the pandemic, but I never -- I
25 received a phone call from you like the beginning of

1 that year, and I didn't do it because I felt it was
2 like -- it was -- I felt -- I just didn't -- I didn't
3 open during that time, during the time that I received
4 the phone call from you.

5 Q. All right. But you had a business license with the
6 City of Greenwood for Number One Auto Care from 1998
7 until 2019?

8 A. '19, correct.

9 Q. Was there any breaks in any of those business licenses?

10 A. It wasn't -- it was a -- it was a oversight that I
11 didn't renew my license, and during that time I was
12 dealing with the business we just spoke of. I was like
13 -- it had me consumed so much that it was a oversight.
14 And the city sent me a letter about it, and after I got
15 the letter I rectified the problem and I got a business
16 license for that year that was missing.

17 Q. When was that?

18 A. That was between 2011, '12. I'm not -- I'm not 100
19 percent sure, but I know I solved -- we rectified the
20 problem with the city. So my business was in good
21 standing from 1998 until 2019 right, right before
22 COVID.

23 Q. All right. How do you make an income now? Is that
24 just with detailing cars for car dealerships?

25 A. Some and some savings that I have.

1 Q. All right. Do you just live off the income of savings?

2 A. Pretty much. Pretty much.

3 Q. How much do you work now in terms of detailing cars?

4 A. Not a whole lot. Since this came up I've been dealing
5 with emotional distress. So for the past couple of
6 years I haven't even been able to maintain far as
7 keeping a job, doing work. So really I just got a lot
8 of, you know, friends that I had dealt with in the
9 past, or a lot of associates. So I'm working on a lot
10 of stuff that they give like funding, I mean financing
11 with stuff, just different little stuff they're helping
12 with me with bills and stuff. So actually I've been
13 unemployed since the phone call with you without being
14 able to open the business back up. So I'm really in
15 between jobs, and my finances have really been
16 depleted.

17 Q. What are you claiming your emotional distress is from?

18 A. Well, it's not -- it's far as dealing with this whole
19 situation. My business was based before -- before I
20 got the phone call from you my plan was to come back
21 and open up Number One Auto. I never had a issue in
22 18, 20 years with that property. The only reason it
23 was paused was because of COVID. So after I got the
24 phone call from you I felt that it was kind of hostile
25 because of the conversation that me and you had that I

1 would get evicted if I didn't enter a contract. So I
2 didn't want to open up Number One Auto with that
3 hanging over my head. So I just kind of just stayed
4 away from opening up, going and opening the business
5 up. The City of Greenwood had been sending me letters
6 about renewing my business license, but I never went
7 back because of just the -- I just felt there was a
8 hostile situation if I opened the business back up
9 going through the issues that we're going through now.

10 Q. What was keeping you from opening the business back up?

11 A. I just -- I just didn't feel -- I just didn't feel
12 comfortable. I wasn't in a mental place to open it up.
13 I just wasn't in a good mental state with the -- with
14 the -- just all the issues coming up surrounding the
15 business and the property. I just didn't feel in a
16 good state to open back up. It just -- it just --
17 mentally I wasn't there. So it kind of -- it all came
18 from the first initial conversation with you in the
19 meeting. I just didn't feel comfortable opening the
20 business back up that I ran for over 20 years.

21 Q. And why is that?

22 A. Because I didn't feel comfortable. I felt -- I felt
23 that it was like a hostile situation. I knew that I
24 had the property. I didn't want to open back up
25 because I just mentally -- again, mentally I wasn't

1 there.

2 Q. When you say you knew that you had the property, what
3 do you mean by that?

4 A. I still had the business, the location, and I had -- I
5 still was in good standing with the city and everything
6 else. So I was going to renew the business license,
7 but I didn't feel comfortable.

8 Q. All right. Did you pay any rent or anything towards
9 the property to the owners of the property from the
10 time you defaulted in 2003 or 2004 until currently?

11 A. I'm going to let you -- I didn't understand your
12 question.

13 Q. Sure.

14 A. You said when did I -- when are you saying I defaulted?

15 Q. So I understand that there was a contract that you
16 entered into in 2021. Correct?

17 A. No. Well---

18 Q. Excuse me.

19 A. Yes. Yeah, okay.

20 Q. Let me rephrase.

21 A. Okay.

22 Q. I understand that you entered into a contract
23 originally in 2003. Is that correct?

24 A. Correct.

25 Q. All right. And I'm going to show you what again was

1 produced. It has been exchanged in discovery, but I'll
2 mark it as Plaintiff's Exhibit 1.

3 (Plaintiff's Exhibit 1 marked)

4 EXAMINATION RESUMED BY MR. SMITH:

5 Q. Do you recognize this as the 2003 contract?

6 A. No, this is -- let's look. Is this -- you're asking me
7 is this the 2003 contract I signed?

8 Q. Yes.

9 A. Everything looks exactly like the 2003 contract I
10 signed except for these two pages that's Exhibit A.
11 Exhibit A was not part of the 2003 contract. And this
12 -- let's see. I think the list that's containing the
13 amount of payments, I think it was a -- it was a part
14 of the 2003 contract, but I know without a shadow of a
15 doubt that this Exhibit A is not part of the 2003
16 contract, but everything else looks like the 2003
17 contract.

18 Q. Okay. What is Exhibit A?

19 A. Exhibit A is a -- is a illusion of the -- it's a
20 illusion. It looks to be as a illusion of the property
21 itself, but it doesn't include all of the property. It
22 actually includes a portion of the front of the
23 property connected to what it seems like to be Mauldin
24 Lumber Company, but this is not -- this is for -- I can
25 say for 100 percent fact this is not considered as

1 Exhibit A of the contract. I never seen this before
2 until I think you brought it up in something. I can't
3 remember. But from 2003 this never existed, Exhibit A
4 that you've got in this contract.

5 Q. All right. So what is your issue with Exhibit A?

6 A. It doesn't include all of the property. It includes
7 just a part, a square part of it that's not even a
8 survey of the property. It states that it's a survey
9 for Mauldin Lumber Company. So this is not a -- this
10 is not a true survey of 341 Maxwell Avenue.

11 Q. So just understanding your testimony is that the 2003
12 contract was a contract for the entire parcel?

13 A. Repeat your question?

14 Q. Your testimony is that the 2003 contract was for the
15 entire parcel, both east and west of Gulf Street?

16 A. Including the house, yes.

17 Q. Okay. And is it also your testimony that the 2021
18 contract was for both portions of the parcel, the
19 entire parcel?

20 A. Repeat your question about---

21 Q. Sure.

22 A. Just the part about the '21. I'm not understanding
23 what you're trying to ask me.

24 Q. Well, let me rephrase it. Were the 2003 contract and
25 the 2021 contract for the same exact piece of property

1 according to you?

2 A. Okay, now I want you to back up. It's -- it was two
3 different versions of the 2021 contract. Which one are
4 you referring to?

5 Q. Well, I'm talking about the one that was signed, and
6 we'll get to that --

7 A. Okay.

8 Q. -- in a minute.

9 A. Okay.

10 Q. But the 2021 contract and the 2003 contract were both
11 for the exact same piece of property?

12 A. Well, actually the first 2021 contract, it included
13 just a portion of the property. After the meeting with
14 you we both looked over -- you pulled out your phone
15 and you looked at the GSI [sic] map and you confirmed
16 that all the property goes together. So you marked
17 through the part -- you marked through the part -- on
18 the '21 contract you marked through it, the line -- I
19 don't see it. Well, it's not here, but we'll get to
20 it. You marked through the '21 contract where it says
21 portion of this property. You initialed. You put your
22 initials up under it, BAS. You went to where the price
23 was 53-something thousand and you changed the price to
24 50,000. So the first contract that me and you agreed
25 that -- well, we didn't agree to that. We discussed.

1 You agreed -- we came to a agreement that all the
2 property goes together. You scratched through the part
3 that says portion. You changed the price, and you
4 initialed it, and you told me you was going to get with
5 Jay Self about the changes and, if he agreed with it,
6 we have a deal.

7 Q. Did you ever sign that?

8 A. I didn't sign it.

9 Q. That version?

10 A. I didn't sign that version. I told you in that meeting
11 that I needed time to review it with someone, and you
12 stated in that meeting five or seven times that if we
13 didn't get it signed by the end of the week that you
14 would have to start a eviction and I would be evicted
15 off the property. So I was kind of -- I was kind of
16 felt that I was in a hostile position when you asked me
17 to sign the contract and I kept telling you I wanted to
18 review it with someone else, and you said, well, if we
19 don't get it signed by the end of the week I'm going to
20 have to start a eviction process. So after that you
21 told me you was going to get with Jay and have Jay to
22 go over it and then you would get back with me. Two
23 days later you sent me a e-mail and said that you
24 discussed it with your client and your client is firm
25 that he does not want to sell all the property, it's

1 only for the gas station property only, and that was
2 his final, the final agreements that he was for. So
3 that's the first 2021 contract. So I don't know if
4 you're asking me about the second one. You want me to
5 talk about the second one?

6 Q. All right, we'll mark this as Plaintiff's Exhibit 2.
7 (Plaintiff's Exhibit 2 marked)

8 EXAMINATION RESUMED BY MR. SMITH:

9 A. Well, this is not -- this is not the one. This is the
10 contract that you just---

11 Q. I'm going to show you what is marked as Plaintiff's
12 Exhibit 2.

13 A. Okay.

14 Q. Is that the 2003 contract?

15 A. No.

16 Q. Excuse me. 2021 contract?

17 A. Yeah, this is the 2021. This is the second 2021
18 contract.

19 Q. Okay. When I'm talking about contracts, please
20 recognize I'm talking about signed contracts. Is that
21 2021 contract fully signed by both parties?

22 A. This 2021 contract is missing several pages. So I
23 can't -- I can't agree to this contract. So this is --
24 so I'm going -- if you're asking me if this is the 2021
25 contract I signed, I will say no, because it's missing

1 several pages.

2 Q. What's it missing?

3 A. It's missing a description of the property. It's
4 missing -- it's missing stuff. It's not -- this is not
5 the fully -- this is not the full contract for 2021.
6 So the contract that you just presented in front of me
7 is missing pages. So I can't confirm to this contract
8 at all.

9 Q. Well, here we've got the back side that appears to show
10 the entire portion of the property as --

11 A. Correct.

12 Q. -- what's being sold in 2021.

13 A. Correct, but this is -- it was also two other
14 descriptions that included the whole property that's
15 not included in this contract. For what reason, I
16 don't know why you don't have them here, because all
17 the pages were signed and initialed by me and Jay Self.
18 So the other two pages are not here.

19 Q. Okay. But do the---

20 A. So I can't -- I can't commit to this contract.

21 Q. Do the other two pages show anything different than
22 what's being sold here, the entire portion, both east
23 and west of Gulf Street?

24 A. Other than the -- other than the fact that it includes
25 a portion of I guess a description of Mauldin Lumber

1 Company. This description that you have on the back of
2 this contract, it shows that it does include all the
3 property for this 2021 contract, but, like I said,
4 again, it's missing two pages that give a definite
5 description of the property.

6 Q. But is there any dispute as to whether the signed 2021
7 contract is for the entire portion of the property?

8 A. I'm not understanding your question.

9 Q. I mean, are you of the understanding that anybody's
10 claiming that the signed 2021 contract was not for the
11 entire portion of the property?

12 A. So my understanding, the 2021 contract was revised to
13 include all the property, but it also almost doubled in
14 price.

15 Q. Correct.

16 A. So if you're asking me -- this is the 2021 contract
17 that was revised to include all the property and also
18 doubled in price, and it also states here this property
19 is being sold as-is and is subject to all restrictive
20 covenants of record. So yeah, this is -- this is --
21 this seems like the 2021 contract that I signed.

22 Q. Okay.

23 A. Minus the pages that are missing.

24 Q. But what did the pages that are missing add other than
25 what the---

1 A. It just -- go ahead. I didn't mean to cut you off.

2 Q. Yeah. What missing pages that you're claiming there
3 were, what did they add other than what this attachment
4 and the description here state?

5 A. They add that the description of the property is not
6 correct. The other pages verify the dispute that I had
7 in the beginning about all the property goes together.
8 What they would verify is that I had a legitimate
9 dispute about the property and I presented it before I
10 signed the 2021 contract. So those pages would -- they
11 just would explain that all the property from my first
12 disagreement, it would just go with that. So that's
13 what I'm missing.

14 Q. All right. Does this signed 2021 contract state that
15 the sale is for only a portion of the parcel?

16 A. No. It says -- it doesn't -- it doesn't state as it
17 was revised from the original. It has parcel -- it
18 doesn't even state the whole. It just said parcel ID.
19 So there's nowhere on here that it says it states the
20 whole property. It just said parcel ID 684572882, and
21 the description of the property is 341 Maxwell Avenue
22 in Greenwood, South Carolina, and the tax ID number is
23 68445728882. That has never been changed or altered in
24 years.

25 Q. So this tax ID number and the picture of the property

1 is the same exact thing that's saying the parcel ID
2 number on the front?

3 A. Correct.

4 Q. And it doesn't say a portion of---

5 A. This particular contract doesn't, but the first one
6 does.

7 Q. Right.

8 A. So I don't know if you're trying to ask me -- I'm not
9 understanding the question or what you're trying to --
10 the point you're trying to get at, but what are you
11 asking me?

12 Q. No, I'm just asking you, the unsigned -- well, the
13 signed contract states it's for the entire parcel.
14 Correct?

15 A. Yeah, the unsigned -- the unsigned contract also stated
16 for all the property, but the only -- only difference
17 between the unsigned contract is I guess evidently now
18 -- evidently it didn't get signed because was a
19 description of all the property in the beginning. So
20 the 53 -- the first contract wasn't signed because -- I
21 don't know why it wasn't signed, but it did include all
22 the property. So what -- what happened between the
23 changes I don't know. I don't know where the -- where
24 the misunderstanding got between why did the first --
25 first contract in 2021 was drafted included all the

1 property. Well, actually it didn't include all the
2 property. It included a portion, but you, again, you
3 marked through portion, you initialed up under of it
4 saying that you would -- it would include -- you agreed
5 that the tax ID number 6845728882 is all the property.
6 So we was in -- we was under the same understanding
7 that all the property was one tax ID number and that
8 you agreed to take -- to present it to your client and
9 when you got with your client you would get back with
10 me. Two days later you -- I received a -- again, I
11 received a e-mail from you telling me that your client
12 wasn't agreement, agreeable with selling me all the
13 property, he just wanted to sell the gas station
14 property only. So it's two contracts. So I don't want
15 to be confused about which contract we're talking
16 about, because we're bouncing from one contract to the
17 other, and both of them are 2021 contracts which are --
18 and I want to state both of the contracts are exactly
19 the same. The 2018 contract is exactly the same. The
20 first 2021 contract is exactly the same. Only thing
21 different with the two thousand -- the second '21
22 contract, it just said -- it doesn't state parcel -- I
23 mean a portion. It says parcel ID number, and then it
24 states the description of the property that two pages
25 are missing, and I see the one page at the back that

1 shows the description of all the property.

2 Q. All right. So is there anything in Plaintiff's Exhibit
3 2 that you dispute in terms of what was being sold
4 there?

5 A. No, I don't dispute this contract.

6 Q. All right.

7 A. This portion of it.

8 Q. I think I maybe got a little ahead of myself, but
9 Rodney, let me jump back --

10 A. Okay.

11 Q. -- Mr. White, a little bit.

12 A. Okay.

13 Q. What's your educational background?

14 A. I graduated from Greenwood. So, and then I got
15 technical vocational, well, vocational experience in
16 automotive and detailing and stuff.

17 Q. What year did you graduate from Greenwood High?

18 A. 1992.

19 Q. And then you went to where?

20 A. Well, it was vocational.

21 Q. Where is that?

22 A. It was a part of the I guess a program in high school,
23 vocational. So that's---

24 Q. So it was during high school?

25 A. Yeah, during high school.

1 Q. Okay. Any education beyond high school?

2 A. Nothing but from life experience.

3 Q. Formal education.

4 A. Yeah, that's the best teacher.

5 Q. All right. Have you ever been a party to a lawsuit
6 either as a plaintiff or a defendant?

7 A. Yes.

8 Q. What was that for?

9 A. Probably misunderstandings that never -- always got
10 settled. So it was just little, just little things
11 that came up over the years. Nothing major.

12 Q. When was the first time you were involved as a party to
13 a lawsuit?

14 A. I can't remember.

15 Q. Was it in this millennium? Was it in the 90s?

16 A. Yes. One was -- it was in the -- what -- can you
17 rephrase the question again? I didn't understand you.

18 Q. Sure. When you were a party to a lawsuit either as a
19 plaintiff or a defendant, was that in the 2000s or the
20 90s the first time?

21 A. The first time was in the 2000s I think it was.

22 Q. All right. And what was the nature of that lawsuit?

23 A. I can't recall.

24 Q. You don't recall --

25 A. I don't recall.

1 Q. -- what the lawsuit was about at all?

2 A. I think it was -- it might have been over a
3 disagreement over something. I can't remember. It's
4 been years. I can't remember. That was the first one.

5 Q. Were you the plaintiff?

6 A. No, I wasn't the plaintiff.

7 Q. Okay. You were the defendant?

8 A. Yeah.

9 Q. Who was it that sued you?

10 A. I can't remember.

11 Q. I mean, do you recall whether it was about something
12 owed or what?

13 A. It was something petty. I can't remember. To be
14 honest, I can't remember.

15 Q. And how was that resolved?

16 A. Again, I can't remember. It's been -- that was years
17 ago. It had to have been in the early 2000s, if that.
18 So I'm not -- if you could be more specific. If you
19 could be more specific what you -- I don't know. If I
20 could see something that would bring it back to my
21 remembrance or something, but I can't recall.

22 Q. Well, I'm just asking you the question about whether
23 you've been involved in a lawsuit. I don't have any---

24 A. And I told you---

25 Q. I don't have any specifics.

1 A. And I told you I can't remember.

2 Q. Okay. When was the -- but the one you just mentioned
3 that may have been in the early 2000s but you don't
4 recall who was involved or what it involved, that was
5 the first one, the first time you've been involved in a
6 lawsuit?

7 A. I don't even -- I don't even know if it's considered a
8 lawsuit or a complaint. I don't -- I wouldn't even --
9 I don't really -- I couldn't remember.

10 Q. Well, any time you've ever been involved as a plaintiff
11 or a defendant in a formal lawsuit in which someone
12 filed a lawsuit in any level of court against you or
13 you filed one against them.

14 A. I don't understand the question. It was like a two-
15 part question. I don't remember the -- I know
16 everything that ever occurred, it always got resolved
17 outside of court. It never did go through a trial or
18 nothing. Everything -- it might have been a complaint
19 about me, and I always worked it out with whoever,
20 whoever complained. So I don't know if that's -- and I
21 can't remember details. Like I said, it's been years
22 ago since all of that, and it's just -- I just can't
23 remember.

24 Q. I just want to ask for the record. Have you ever been
25 a plaintiff or a defendant in a formal lawsuit in any

1 way?

2 A. Other than dealing with Greenwood Mills to this present
3 date I can't recall anything else.

4 Q. Has ASK Enterprises ever been a plaintiff in a lawsuit?

5 A. Never.

6 Q. Or a defendant in a lawsuit?

7 A. Never.

8 Q. Has Number One Auto Care ever been a plaintiff or a
9 defendant in a lawsuit?

10 A. Other than this right here. I don't remember anything
11 other than this lawsuit, well, this issue, this
12 situation with Greenwood Mills. So no, I can't
13 remember anything -- anything that -- than I just told
14 you about the previous -- I think it was a complaint.
15 I don't even know. I think we settled out of court. I
16 can't -- I can't remember, to be honest.

17 Q. When you say a complaint, are you talking about a
18 formal lawsuit complaint filed against you?

19 A. I don't know if it was a complaint or it was just
20 something that I had to answer to, and when I answered
21 the other party didn't answer back. So it got
22 dismissed. So if that's what you're referring to, so
23 it got dismissed. They never answered back.

24 Q. All right. Have you ever been arrested?

25 A. For traffic violations, yes.

1 Q. Nothing other than---

2 A. Nothing.

3 Q. You've never been arrested for---

4 A. Nothing criminal. Nothing. Just traffic violations.

5 Q. All right. Just for the record, so that we don't talk
6 over each other, because she's taking down what I say,
7 what you say, what I say, what you say, just if you can
8 make sure that -- I'm going to make sure I do my best
9 not to talk over you. If you could just make sure you
10 allow me to finish the question just so it's easier for
11 her to take down. Other than traffic violations have
12 you ever been arrested before?

13 A. No.

14 Q. Okay. Are you married?

15 A. No.

16 Q. Ever been married?

17 A. No.

18 Q. Any kids?

19 A. No.

20 Q. All right. Ever received any type of disability
21 benefits?

22 A. No.

23 Q. This lawsuit is here in Greenwood County. Do you have
24 any family members with last names other than white?

25 A. Yes.

1 Q. What are those last names?

2 A. Oh, my goodness.

3 Q. That live in Greenwood County.

4 A. Oh, my goodness. Wow. Where do I start? Wright,
5 Baylor, Norman. Several. I mean, it's a lot. It's a
6 lot of them. I'm from Greenwood. I grew up here. So
7 I got a lot of family members, distant relatives. So I
8 -- the list probably is long.

9 Q. Other than Wright, Baylor did you say?

10 A. Baylor.

11 Q. Baylor and Norman, any other last names that you're
12 related to in Greenwood County that you can recall?

13 A. I'm pretty sure it is, but right now I can't -- I can't
14 recall all of it, all of them. Those are the ones
15 that's on the top of my mind.

16 Q. All right. Going back to the agreements, we looked at
17 Plaintiff's Exhibit 1, which is the 2003 contract, and
18 I understand you made a down payment and then six
19 payments towards that before defaulting. Is that
20 correct?

21 A. No, it's not.

22 Q. How many payments did you make?

23 A. And, like I said, it's been so many years. I know it
24 was -- I know I made at least -- oh, my goodness. I
25 can't -- it's -- I know I made probably going into the

1 second year of the contract, and then I started having
2 problems with making payments, but it was -- it was
3 probably going into the second year. I'm not 100
4 percent on the dates, but I know it was more than six
5 payments.

6 Q. So how many of the scheduled payments would that have
7 been?

8 A. I mean, if we're adding up the years, it's 12 months in
9 a year. If I'm saying going into the -- so over 24.
10 Probably more. I'm not -- and, like I said, it's been
11 over 20 years. So it's hard for me to remember that.

12 Q. Do you have any records to show---

13 A. Yes. Well, actually I do and I don't. I did. I did,
14 but I don't anymore.

15 Q. All right. What happened to those?

16 A. They were destroyed in the demolition of the house.
17 All my records, everything I had over 25 years was
18 destroyed. All my -- all my payment receipt, my
19 receipt books, my payments, everything that you can
20 probably imagine that I had being in business for 20
21 years, everything was destroyed in the demolition of
22 the house. So I have nothing. I can't prove the
23 payments. So if I had them, I would have brought them
24 with me to be certain, but everything was destroyed in
25 the house. So I have no knowledge.

1 Q. What is the -- you said at least 24 payments? What's
2 the most number of payments you think you may have
3 made?

4 A. I can't -- like I said, again, I can't really -- to be
5 -- to be honest, I can't -- I can't really state the
6 amount of payments, because like I said, it was so much
7 going on during that time and it's been so many years.
8 So I can't remember to be -- give you a definite number
9 on the payments.

10 Q. Would you have paid by check?

11 A. I don't think I would have. I can't remember. I can't
12 remember, but I know I'm just thinking and just trying
13 to run my mind back now and just listening to, I mean,
14 just my thought, it doesn't even make sense to me if I
15 just -- it just don't even -- it just don't recollect
16 to me that if I signed a contract for owner financing
17 and I only made six payments in 2003, in 2003, and I --
18 and they -- and I think -- I think it was stated from
19 you or something in a letter that I got that I missed -
20 - I made the first three payments and then -- and then
21 I made I guess three more. It doesn't even make sense
22 that I -- that I was on the property that long and
23 didn't make but three, six payments. It just didn't
24 even fathom with me. So I couldn't -- I couldn't wrap
25 my mind about how could I have made six payments. So

1 it just don't make sense to me.

2 Q. What doesn't make sense?

3 A. That I only made six payments. That it's stated that I
4 only made six payments. It just don't make sense at
5 all.

6 Q. Okay. You say you have records showing the payments
7 that you made?

8 A. I had records showing the payments I made. They was
9 destroyed in the demolition of the house that was
10 caused by Greenwood Mills.

11 Q. What kind of records would those have been?

12 A. Those payments that I had receipts. I had -- I kept
13 all my receipts, and I had like file -- I had like
14 totes. They had files in them, and I stored them in --
15 and I stored -- I stored a lot of that stuff in that
16 house, all my receipts, all my files. Everything was
17 in that house.

18 Q. So would those have been check receipts?

19 A. Again, I'm telling you I can't remember how I made the
20 payments. I know I made the payments. So I can't
21 remember if it was check, cash, money order. I'm not
22 sure.

23 Q. Okay. So did Greenwood Mills give your receipts every
24 time you made a payment?

25 A. Yes, they did. So they -- they should have had a

1 receipt book, because actually they gave me receipts,
2 like they was handwritten receipts tore off. It was
3 never -- it wasn't nothing on a computer. It was
4 always off a receipt book. I would give her the money.
5 She'd tear the receipt off, and she'd give me a
6 receipt.

7 Q. Okay. But you claim that the records that show that
8 you made six payments are incorrect?

9 A. That's what I claim.

10 Q. All right. When was the last payment that you made?

11 A. I can't -- I can't recall.

12 Q. But, I mean, are we talking 2004?

13 A. Again, I can't recall. I think you had -- you sent me
14 -- and, to be honest, I don't want to -- I don't know.
15 I just looked at stuff that you sent me. So that's in
16 my mind, but I don't think it's true. I don't -- I
17 can't recall. So I don't know.

18 Q. Whenever that last payment was made and now, have you
19 made any payments of any kind for your use of that
20 property?

21 A. I was never asked to make any payments. I was told
22 that -- by the owner, Jay Self, told me that he would
23 get back with me, we would work something out. So I
24 didn't -- in all honesty, I didn't just go knock on his
25 door and say here go a payment. I waited. I did as I

1 was instructed. He said he would get back with me. He
2 never did.

3 Q. All right, but I guess I just want to make sure I
4 understand your answer. Between the last payment that
5 you made towards the 2003 contract and as we sit here
6 now, December 12 of 2023, have you made any payments
7 towards the property?

8 A. I would -- I would love to have made all the payments.
9 Had Jay came back, had somebody from Greenwood Mills
10 contacted me and said, look, you need to give us a
11 payment, you need to make payment on this date, come
12 on, let's set up a newer payment arrangement. I waited
13 patiently for Jay to get back with me with some kind of
14 something, just something, just anything. I didn't
15 want to just use the property rent free. It was my
16 intentions to finish the contract. Everything that
17 Greenwood Mills asked me to do I did from all the way
18 up to the 2021 contract. Everything that was asked of
19 me I did. When they -- when I got a letter from you
20 stating that we got -- we got cite check violations
21 from the city about the business, I complied to
22 everything that was asked of me. If I had've been
23 notified to make a payment and said, look, Rodney, come
24 on, you've been on my property. Jay passed by several
25 times. Several members of his family come and get

1 their cars washed. So I'm right there. I didn't hide.
2 I wasn't running. I stayed in the same place for 20
3 years. The only reason I stopped, it was a brief stop
4 because of COVID. Other than COVID I probably still
5 would have been operating. So that was the whole thing
6 about it. I always wanted to pay Greenwood Mills. I
7 never tried to hide from them. Every time they called
8 me, every time -- everything, everything they asked me
9 to do I did it. I went -- I followed up the only
10 person I knew. Everything else was irrelevant. So a
11 lot of things I can't remember about that time period
12 because my -- my whole thing was with Jay Self, nobody
13 else. Anytime I had a problem I called Jay Self. Jay
14 Self said, Rodney, I'm going to get with you, don't
15 worry about it, I'm not canceling the contract, I'm not
16 evicting you, I'll get back with you. That was it. So
17 to answer your question again, I wanted to make a
18 payment to Greenwood Mills, but no, I didn't because
19 they never -- they never required me to make a payment.
20 They never asked me. They never said anything about
21 you got to get off of it. In the first conversation I
22 had with Allen Hughes, I mean the letter, but other
23 than that nobody ever asked me for a payment ever. So
24 I was -- in all honesty, I was willing to work
25 something out all through the years. And since we're

1 talking about it, my life has been in pretty much -- it
2 was just like I was always waiting on Jay to get back
3 with me, wondering when is it going to be. Is it going
4 to be this year? Is it going to be next year? When is
5 it going to be? So I always waited. I mean, in
6 hindsight maybe I should have took a initiative and
7 said, look, Jay, let me write you a check, but I did as
8 I was directed. He told me to wait, he would get back
9 with me, and that's exactly what I did.

10 Q. What are the damages that you are claiming as a result
11 of this lawsuit?

12 A. Wow. The damages? Where should I start? I mean, from
13 -- from -- I mean, I don't know if I need to run
14 through a list of it. The damages are probably, I
15 mean, astronomical if you want -- if I -- if I got to
16 answer that question. So I don't know. You want --
17 you want to be more -- you want to elaborate on what
18 damages are you speaking of?

19 Q. I'm asking you---

20 A. Emotional, emotional damages, financial damages. Just
21 damages. I think the loss of the property, all my
22 belongings over 20 years. Let me just put it in
23 perspective. Just imagine that you -- that you've been
24 on a property for 20 years, and you've been -- and this
25 is your house. All your possessions over 20 years are

1 in this house, everything from your childhood memories.
2 My father died when I was 15. Photographs of him and
3 me. Everything that my -- my childhood memory was in
4 that house because I stored them in that house. I
5 thought it was a safe haven for me. So just imagine
6 after 20 years your property and you get a phone call
7 from the guy that -- and not to mention I've been
8 keeping the grass up, the lawn. I got a phone call
9 from the guy that was cutting the grass stating,
10 Rodney, you tore your house down? I was like, Stop
11 playing. I'm busy. Don't -- don't play with me right
12 now. No, I'm serious. The house is gone. He was
13 actually cutting the grass. So I was devastated.
14 Everything that I owned for over 20 years is gone. So
15 just imagine you went home and your house is gone with
16 everything in it. So if you're asking me the damages,
17 I mean, how can we put a value on something like that?
18 I mean, we could put -- if I said that my -- that my
19 memories from my father, they're priceless. The stuff
20 that I had in that house is priceless to me. How could
21 you put a -- how can I put a value on my memories? I
22 mean, and it -- it's different, and I know -- I'm going
23 to elaborate. If it was a tornado that came through,
24 tore the house down, everything was gone, I wouldn't be
25 so mad. I would be, okay, I can go through the rubble

1 and maybe I could find a picture, a Bible. If it was a
2 fire that burned it down, maybe something got saved
3 that I could go through the ashes. Greenwood Mills
4 didn't allow me no time, no nothing. They tore the
5 house down, all my possessions. So to answer your
6 question again, the damages? Astronomical to me. I
7 can't -- I can't even put a price. If I had to put a
8 figure on it, I mean, just yourself, can you put a --
9 on your kids, let say your baby's, your baby's first
10 step, your baby's shoes that your kid had, photos of
11 your family. How can you put a value on your memories?
12 But it's different if it was a act of nature. I could
13 understand it. But it wasn't a act of nature. It was
14 acted by Greenwood Mills maliciously. They knew I
15 owned the house. They knew my possessions was in it.
16 Nobody took the time out to call me and say, Rodney,
17 look, get your stuff. You gave me a courtesy text
18 about the violations on the shop. You said, Rodney,
19 you need to come move this stuff, the city got a
20 violation, you got 15 days. I respected you so much
21 because you gave me the opportunity to come move my
22 cars before they got towed to a towing lot. I
23 respected you so much for that. But Greenwood Mills
24 didn't allow me to have no -- they didn't even give me
25 no time to get my stuff out or even try to work out a

1 deal with me and say -- Jay -- Jay Self did one thing
2 for me. The last time we talked he kept his word. He
3 said, Rodney, I'm not going to evict you. I'm not
4 going to put you out. I'm not canceling the contract.
5 He kept his word, but he failed to keep his promise.
6 He didn't get back with me on a work-out. We didn't
7 work nothing out. I even asked you in a meeting can I
8 call -- can I talk to Jay. You told me Jay's not
9 available to talk. So I felt that it was -- just now
10 I'm thinking in hindsight and we go back to the
11 question of putting a value on it, it's hard for me to
12 put a value on 20 years of my -- 20 years of my life
13 gone, just gone. I got nothing to show, nothing.

14 Q. All right. What are you -- what is your testimony that
15 was in that house that belonged to you when it was torn
16 down?

17 A. Again, over 20 years of stuff that I collected, from
18 valuable collections of baseball cards, comic books. I
19 was -- I collected so many any memorabilia from -- just
20 over the years from -- I had Time magazine, a magazine
21 of the twin towers when they got -- when it was torn
22 down. I had -- I just had so much stuff in totes. I
23 had when Barack Obama became the first Black president.
24 I had everything in that. It was just -- I had a
25 timeline from -- just go back. Let's go back 20 years.

1 I had a timeline from 2003 all the way up to 2021.
2 Everything's gone. So how can I -- I mean, I probably
3 -- it would probably -- I don't even know how long. If
4 I had just -- it would probably fill this room up if I
5 had to write in a book for everything that I had in
6 that house.

7 Q. Well, that's what I'm asking you. You got baseball
8 cards, comic books, magazines, newspapers. Anything
9 else?

10 A. Like I said, right now it would be an injustice to me
11 to just try to rattle stuff off in my head. So I don't
12 -- it's just stuff -- it's just like you. You might
13 have a garage at your house. You got stuff in your
14 garage, but you don't think about it because self-
15 consciously you don't -- it's not irrelevant to you
16 then. But let's say you're doing a garage sale. You
17 start picking through stuff. You say, oh, no, I'm not
18 going to sell that. I forgot I had it. This was like
19 when I was a teenager. I'm going to keep this. So I
20 had so much stuff that comes to me over time, and it
21 gets me in a depressing type state because I think
22 about it. My prom pictures. I was talking to my
23 mother. I was like, you know what? I had my diploma
24 in that house, Mama. She said, Rodney, calm down, stop
25 thinking about that stuff. So I try to suppress it and

1 not go back and try to just say, okay, I got this, I
2 got that. So it's just 20 years of memories gone.

3 Q. Well, now is the opportunity for you to tell me all the
4 damages that you're claiming. So---

5 A. Well, I didn't -- I didn't know. I didn't come
6 prepared for this today. I thought it was a deposition
7 to ask me questions. I didn't know. If I had to do
8 it, I could have wrote a book about the stuff that I
9 had in there. So I'm not in the position mentally to
10 tell you what I had in the house right now. Actually,
11 I'm emotional now just bringing up this conversation.
12 So it's -- it's bothering me now.

13 Q. All right. Do we need to take a break and reschedule
14 your deposition?

15 A. Well, I don't -- I want to get this out of the way,
16 because I want to -- I just want to get this out of the
17 way.

18 Q. Well, if you're not --

19 A. No, I'm fine.

20 Q. -- mentally---

21 A. Mentally I'm not here to give you a list of what's in
22 the house, but everything else I'm fine.

23 Q. Well, that's the question I need to ask today. This is
24 the opportunity for me to ask you every element of
25 damages that you're claiming.

1 A. Okay. My---

2 Q. Is that something we need to do another time?

3 A. No, we don't. If you're asking me, I'm going to say
4 unlimited. My answer to your question is unlimited.
5 So if you want to put that in some kind of -- I don't
6 even know. It's astronomical the damages.

7 Q. Explain unlimited in detail.

8 A. About the things that I have?

9 Q. Right.

10 A. I mean, it---

11 Q. I've got baseball cards, comic books, magazines,
12 newspapers.

13 A. Again, I'm going to state for the record it's so much
14 stuff that in that -- I didn't come prepared with a
15 list of everything in that house. It's just -- just
16 imagine. Just imagine you've got 20 years of your
17 history, 20 years in wherever is there. So how can I
18 give you in a -- how can I write in a summary now about
19 what the things I had in that house? Like I said, it's
20 just so much stuff. So, I mean, I don't think it's the
21 time -- I'm giving you -- you're asking me. You're
22 asking me about the damages, and I just told you the
23 damages I think it's astronomical in the damages. It
24 was from my point, from my perspective, okay, let's say
25 if I had a vintage Michael Jordan card his rookie year

1 that was worth \$50,000. Let's say I had that in the
2 house. I mean, I think my father's picture, my father
3 is more of a hero to me than Michael Jordan is. So my
4 picture of me and my father's picture is worth more
5 than a Michael Jordan rookie card to me. So if you
6 want to get the value of it, my pictures with my
7 siblings when we was young, my pictures of my first --
8 my first customer. I took pictures of everybody that
9 came to get their car washed. So I had pictures of
10 people. My first dollar in business, gone. So how can
11 you put a value or how can I just go through stuff and
12 just say this, this, that, and the other? Everything
13 in that house to me was valuable. To others it might
14 have been junk, but to me, it was my possessions. And
15 I had a -- I had a -- I think by right -- by signing
16 this 2003 contract, I think I had a right to that
17 property. Matter of fact, I don't think. I know I had
18 a right to that property, and I was on that property
19 all that -- that house was a safe haven. Nobody ever
20 told me in 20 years that you're trespassing, what is
21 this stuff doing in there, it's not yours. Everybody
22 know that house is mine, everybody, I mean, everybody
23 in the neighborhood. Greenwood Mills knew it. If
24 Greenwood Mills didn't know it, who did the maintenance
25 on the house for 20 years? I'm pretty sure the city

1 would have wrote a condemned letter. The house would
2 have been -- 20 years with no maintenance? So they
3 knew for a fact that I had that house. They knew that
4 my possessions was in that house. If they didn't, who
5 did they think had it? It's just sitting there?
6 Nobody owns it? Nobody's stuff in it? I never got --
7 nobody gave me the opportunity to say this is your
8 stuff. So without the house standing right there,
9 without it being right there, I don't know. The only
10 memories -- the only memories that I have of that house
11 is sad memories right now, and the memories that I have
12 are the memories that you gave me, you or whoever,
13 photographs of stuff that's in the house. I wish they
14 had've took more detailed pictures of the house. So
15 that's the only memories I have of that house. And
16 maybe I can look through the pictures you got to say,
17 okay, look in that -- in that -- in this tote right
18 here is where my baseball collection, this is a comic
19 book collection, this is where I had coins from 1920s,
20 30s. I had all kind of stuff. So the more I think
21 about it, the more it comes up. So you're trying to
22 put me on the spot now to give you a description. I'm
23 not -- I'm not able to tell you everything that was in
24 that house just by this conversation here, but I will
25 be more than happy to write everything down if I could.

1 And then some of the stuff, like I said, over the
2 years, it's just like having a garage sale. You forget
3 stuff. So stuff that I had in there, it's probably not
4 even -- I can't -- I don't remember until something
5 else spark that memory. Like me and my mother was
6 talking about high school, and I said, Mom, you
7 remember my high school pictures was -- I had them in
8 the house. So I can't give you a direct definite
9 disclosure of the damages that I'm -- of the stuff that
10 was in the house right now.

11 Q. And when you talk about the house, you said it was your
12 house. Are you claiming that you owned the house
13 itself?

14 A. Yes, I am. I'm claiming it. Yes, I am. I'm claiming
15 it, yes, sir.

16 Q. In what way did you own the house?

17 A. It was included in the 2003 contract.

18 Q. And you're claiming that because you signed the 2003
19 contract that you owned the house?

20 A. No, I'm not claiming because I -- because I signed it
21 is proof that I purchased all the property. The reason
22 I'm claiming it is because Jay Self himself told me
23 that all the property is included. And before 2003 I
24 had no access to the house or the land. After the
25 signing of the 2003 contract I got -- I gained access

1 to all the property, everything. Everything was given
2 to me. The tenant -- well, I'm going to let -- well,
3 you're asking me how did I know. The tenant came to me
4 that was living in the house and said, I heard you
5 bought the property. Are you going to go up on the
6 rent? I said, How much is the rent now? It's \$100 a
7 month. And I chuckled. I said, I'm not going to go up
8 on the rent. So nobody ever came after that and told
9 me, Rodney, you don't own this property. Nobody never
10 told me, Rodney, what are you doing? You're
11 trespassing. The 2003 contract clearly states that --
12 and I will read it to you. "It is understood and
13 agreed that all taxes and insurance shall be the
14 responsibility of the purchaser." I paid -- well,
15 through the payment I paid the taxes. It didn't say I
16 was going to pay taxes on a portion of it. Also,
17 Furman Self Company, Citizens Trust, I had a insurance
18 policy. So I'm pretty sure if the house wasn't
19 destroyed or we could find some records from Furman, it
20 would show that I had insurance on the property in the
21 beginning of the contract. So that is a reason why I
22 know for a fact the house is mine, because the tax ID
23 number is one tax ID number. It was never surveyed.
24 It was never divided, and nobody ever came to me, Jay
25 Self or nobody from Greenwood Mills, Allen Hughes never

1 -- nobody never came and said, Rodney, I don't know why
2 you're over here, you just bought this portion, you
3 shouldn't be trespassing on this property. Nobody came
4 to me and said, Rodney, get off this property, for 20
5 years. Twenty years nobody said nothing. So if you
6 ask me again how do I know, I know for a fact it's
7 mine. I had all my -- everything I had. From the
8 nightclub that I had, I took all the stuff. Jay Self's
9 mother, Linda Self, she met me over at the house. It
10 was some silver -- it was some plates or something we
11 took out of the restaurant, and she said, Rodney -- and
12 I said -- I said, Miss Linda, they're at my house over
13 by the shop. She said, oh, I know where it's at, I'll
14 meet you. She met me at the house. I gave her some
15 silverware. She wanted a ice pick that belonged to her
16 mother that was inside the restaurant. I gave her a
17 lot of -- some of the items that she asked me out of
18 the house. So how do I know the house was mine?
19 That's how I know the house was mine. I mean, if it
20 wasn't, how -- why -- how could I be misled to believe
21 something is not mine and I was in possession of it for
22 20 years? Let me ask you a question. Would you think
23 it was yours, or would you just think you're
24 trespassing and that one day somebody's going to catch
25 you? I did it in plain eye sight. I wasn't sneaking

1 in at night. I lived there. I got a power bill with
2 my name on it from CPW states -- so it's proof that I
3 lived in the house. It was my house. Everybody knew
4 it was my house. And if anybody didn't, maybe they --
5 either they was -- they're blind to the fact or they
6 don't want to admit the truth.

7 Q. All right. I understand your testimony that the 2003
8 contract was for the entire parcel.

9 A. Correct.

10 Q. But you defaulted on that 2003 contract. Correct?

11 A. No. I don't think I defaulted, because I was in
12 communication with the owner. The person that sold me
13 the property, I was -- like I said, everything else was
14 irrelevant to me. Everybody else that sent letters was
15 irrelevant. I talked with Jay, and even Jay came to me
16 after that, and he said -- and I talked to him. He
17 said, Rodney, don't worry about it, we'll get -- I'll
18 get that together, we'll work it out. It wasn't -- I
19 never knew that I defaulted. I got a letter stating
20 about the payments. So every time I'd get a letter I'd
21 call Jay. After that the letters -- there's nothing
22 said after that, nothing. So if you're asking me do I
23 believe I defaulted, I don't believe I defaulted. I
24 believe they sent me letters about the payments, but
25 after talking to Jay he convinced me that I didn't. I

1 mean, it was evident that I didn't default. There was
2 no legal actions. I never got a -- I never got a
3 summons to court. I never got anything from the court
4 stating that I breached. I never got any letters from
5 anybody stating I breached after the conversation with
6 Jay. Even after the 2021 contract, it was filed a
7 complaint about a breach. Before that contract --
8 before I guess in 2021, yourself, you filed the
9 complaint about a breach of contract. You never
10 notified me and let me knew that I breached that
11 contract. You filed a -- you filed a complaint with
12 the -- of record stating that it was breached, but I
13 didn't get a letter stating that it was breached. So
14 how would I know I breached the contract if -- you had
15 the opportunity to send me a letter and say, look, you
16 breached the 2021 contract, we're fixing to file a
17 eviction on you. I never got a letter or anything from
18 Greenwood Mills from I think it was stated 2003 about a
19 default. So I don't believe I defaulted.

20 Q. You're claiming from the 2003 contract you never
21 received notice that you were in default?

22 A. I received notice about payments, but it didn't -- I
23 don't -- you asked was I -- are you asking me another
24 question now, or --

25 Q. Yes.

1 A. -- are we still on the question about default? I don't
2 think I defaulted, no. No.

3 Q. But whether it was allowed or not, you made no payments
4 between the last payment, installment payment that you
5 made and as we sit here right now. Correct?

6 A. Based on your records, they're incorrect. So if you're
7 asking me about the installment payments on your
8 records, I think your records are incorrect.

9 Q. I'm not---

10 A. I think your records are not including all the
11 payments. I think it's a illusion of what you want to
12 show about the payments, but it's not included because
13 it don't line up with what's been said about, you know,
14 go ahead and we'll get back with you, collect the
15 payments. It just don't add up. So I don't think from
16 your ledger, I don't think it's correct. So no, I'm
17 not. I don't agree.

18 Q. Did you have a bank account at that time?

19 A. I think I did. I'm not -- I think I did, but I can't
20 recall which bank it was, because that's what I was
21 trying to see if I could go to that particular bank and
22 see if they could go back to 2003, but I can't -- I
23 can't remember what bank it was. I think it was -- I
24 think I dealt with Palmetto Bank at that time that's
25 not no longer in business. So I can't remember. I

1 can't remember the bank.

2 Q. All right. Is that where you would have gotten money
3 orders?

4 A. If I got a money order, it probably would have been
5 from a convenience store maybe. So I'm not sure.

6 Q. What convenient stores did you frequent?

7 A. I don't -- I can't remember. I'm going to be honest.
8 I don't remember.

9 Q. All right. Getting back to the damages, you have
10 mentioned baseball cards, comic books, magazines,
11 newspapers, photographs, coins, items from the night
12 club. I'm also going to read what's in your complaint.
13 Appliances, movie posters and film memorabilia, a
14 vintage claw foot tub, business records, a flat screen
15 television, furniture, a leather living room set,
16 bedroom furniture, dressers, dining room furniture,
17 various kitchen items. Anything else?

18 A. Everything else. I think also in my complaint it says
19 et cetera. It's so much. The list goes on and on.
20 And, again, I think I answered that question. I can't
21 remember. I just can't remember everything at this
22 time, but it was so much. Just imagine again 20 years,
23 20 years. I can't -- I can't just -- I can't just spit
24 out like a robot or something and just tell you
25 everything. I can't remember at this time, but it was

1 so much stuff that I had in that house.

2 Q. Well, I'm asking you specifically for anything other
3 than what I just named in terms of damages. Anything
4 else that was in that house other than what I just
5 named that you can recall?

6 A. And, again, I will state that maybe when I'm walking to
7 the car something's going to hit me. So at this time
8 it's -- the house was full of 20 years of my
9 possessions. So 20 years, 20 years. So, I mean, and I
10 think it's unfair the question that you keep drilling
11 me with for me. I'm telling you it's been so many
12 years and just going back through, it's kind of --
13 stuff will pop up. I'm pretty sure you can -- my
14 memories, I'm not -- I mean, my memory is good, but
15 just every little thing that I had in, it's just I
16 don't -- it's just so much stuff, just so much stuff,
17 valuable stuff to me.

18 Q. Okay. I'm looking for a yes or no. Anything other
19 than what I just named --

20 A. Yes.

21 Q. -- that you can recall?

22 A. Yes. It's a lot of stuff.

23 Q. What?

24 A. I can't -- I'm telling you again, it's so -- it's over
25 20 years of stuff. So, I mean, had I known that I was

1 going to have to come here and tell you what I had, I
2 would have had a list. I would have had it prepared.
3 I would have had a list from here to the -- to the
4 lobby. I don't -- I can't just give you stuff that I
5 can't remember at this time, but I would more than
6 happily over -- if I get a little time I could put a
7 itemized list for you. And I'm not even going to say -
8 - I don't even know how long that might take, because,
9 like I said, without the house being -- the whole thing
10 about it is, and I'm trying to get you to understand
11 and so it might help you with the question you asked.
12 If it hadn't have been so dramatic, if it hadn't have
13 happened so dramatically all at one time, maybe my mind
14 would have been more relaxed to say, okay, I remember
15 this. It's just -- it was just so dramatic for me to -
16 - the way I found out was dramatic. So, I mean, and,
17 again, anger comes in on one part, and then I'm trying
18 to think, okay, you got this, remember that you had
19 that. So as talking to people like my mother when we
20 was talking about high school and I remembered the prom
21 pictures, it's just so much that it's just -- it's just
22 overwhelming. The whole thing about it is
23 overwhelming. And for me to just itemize everything in
24 that house, it's going to be hard. I think it would be
25 impossible for anybody just if I -- if you was in my

1 position, I don't think you could just say, okay, this
2 and this and this and this. I mean, I don't know. So
3 in my all honesty, I'm going to say at this time I
4 can't remember everything for -- if I had to just
5 itemize everything right now at this time, I'm not able
6 to do that.

7 Q. All right. And how were you storing the items that you
8 mentioned in the house?

9 A. Some of them was in the attic part. Some of them was
10 in totes. Some of them was in secret -- I had -- I had
11 -- it was my house. So I had different places because
12 in my mind if somebody came in and broke in, they would
13 have to actually go on a treasure hunt to find this
14 stuff. So I had stuff in different places. And, like
15 I said, the more I think about it, it's like it was all
16 over the house. So everywhere.

17 Q. I mean, are we talking about in bags, in storage bins?

18 A. Well, I had -- I had bags. So my mother -- my mother,
19 she -- she likes thrift stores. Bless her heart. She
20 likes and goes to Salvation Army, and she just buys and
21 buys and buys clothes. I had probably 50 bags of her
22 clothes. She had clothes that she bought with still
23 the tags on them. And it broke my heart when I told
24 her, I said, Mama, all your clothes gone. She said,
25 Rodney, don't worry about that. That's material. So

1 yes, a lot of stuff that you saw in them bags that I
2 think you might have mentioned is trash, it was her
3 clothes that was in bags that I helped clean her house
4 out and I had a lot of her clothes. It was probably
5 like 50 bags, 40 or 50 bags of her clothes in bags. So
6 now -- and she don't -- she was like, Rodney, don't --
7 don't worry yourself about my stuff. Rodney, it's
8 okay. And I was just so upset. I said, Mama, I'm
9 sorry. But now that I -- and I just thought about
10 that. So it's so much stuff that was in it. So you
11 keep on beating a dead horse with me. I'm telling you,
12 and I'm trying to keep telling you, I can't remember
13 everything at this moment about what I had in that
14 house. I'm pretty sure it'll come to me. I know it
15 will, because stuff just -- I'll be driving on the road
16 and stuff will just pop up, and I'll be like, oh, my
17 goodness, I forgot I -- I'll be like, okay, I know
18 where I can get that. Oh, I ain't got it. So, I mean,
19 I think I answered your question. I mean, you keep
20 going around in circles with me, but, I mean, I can't
21 remember everything verbatim at this moment, but, like
22 I said, by the time I walk to the lobby I'll probably
23 remember something just like that. So...

24 Q. All right. I understand your testimony that you had a
25 sentimental attachment to a lot of things that were in

1 there. Is that correct?

2 A. I had a sentimental attachment to the house. It was my
3 house. So we keep -- you keep -- I don't know if
4 you're purposely avoiding the house. It was my house.
5 Didn't nobody tell me it wasn't otherwise. So let's
6 look at the house. The house was pretty much could
7 have been a history house, historic house. The house
8 was built in 19 -- the 1900s, early 1900s. So the
9 house itself was sentimental to me. The house itself I
10 planned on -- I did several renovations over the years,
11 and I'm pretty sure you might want to get with that.
12 But I did several renovations to the house. So the --
13 the damages don't stop with the stuff inside the house.
14 It goes to the house itself. Like I said, the 2003
15 contract included the house and the property in it. So
16 the house and everything in it is sentimental to me,
17 everything. The property, I've been on the property
18 since I was 20 -- I think it was -- I've been on the
19 property, I was in my 20s. So half of my life has been
20 spent on that property. So if you're asking me about
21 sentimental values in the house, the house and
22 everything in it was sentimental, the property, the
23 business, the neighborhood. Everything is sentimental
24 to me on that property. So I got sentimental ties to
25 that house and the contents in the house.

1 Q. And you keep telling me it was your house, but you had
2 paid -- in 2003 you entered into an installment
3 contract to buy according to you the entire parcel
4 which included both the gas station and the house.
5 Correct?

6 A. The entire property, correct. Everything was included.

7 Q. Okay. But you never made all those payments. Correct?

8 A. I never made all the payments, and we're going to go
9 back to it again. If it had've been required or
10 requested of me to make all the payments, I would have
11 made all the payments. And, I mean, it goes back to
12 the same thing you keep on asking me. I never -- in my
13 mind I owned the house and I still think to today I
14 still own the property that the house used to sit on
15 plus the garage. I still believe that I own the
16 property. Nobody has told me otherwise that I didn't
17 own it. They didn't tell me to leave. They didn't say
18 anything. So there's nobody that I know of that told
19 me that I didn't own that property, nobody.

20 Q. Are you aware of the court's ruling that you don't own
21 the property by adverse possession?

22 A. I'm aware. I'm aware of a lot of stuff about adverse
23 possession. I'm aware of the only reason the court did
24 say I didn't own the property because of adverse
25 possession. I'm aware of that.

1 Q. Okay. You mentioned that you engaged or completed some
2 maintenance for the house. What was that? What did
3 you do?

4 A. I repaired the roof. I remodeled the inside of the
5 house, the bathroom. I had floors. I had a lot of --
6 I did a lot of renovations with that house. Again,
7 it's been so many years, but I did a lot of renovations
8 to that house.

9 Q. Did you obtain permits to do that work?

10 A. No, I didn't. It wasn't -- it wasn't required. I
11 inquired about that before I did anything, and they
12 said with me being the owner of the property I didn't
13 have to do -- I didn't have to get no kind of permits
14 for like subcontract. They said I could do everything
15 myself. So yeah, I was -- I was trying to be in
16 compliance about if I had to go get a permit to get
17 anything done. So no, I didn't.

18 Q. Your testimony is that you didn't have to have a permit
19 to redo the roof or the bathrooms because you owned the
20 house?

21 A. No. No, no, no. I didn't say that. I said I -- the
22 repairs wasn't like they was sufficient enough like I
23 was a contractor. I spoke with I think it was like it
24 might have been one of the building inspectors years
25 ago. I think his name was Larry Faser. And I spoke

1 with him, and he said that if you're just repairing
2 stuff on your own house you don't have to get a
3 building permit, and that's what I was told by a
4 building inspector. So no, I didn't think I had to.
5 If I did, it was a -- maybe I -- I didn't know I was
6 supposed to comply with a building permit, but I asked
7 one of the inspectors and he said no. So no, I didn't
8 purchase a permit.

9 Q. What did you do other than the roof and the bathrooms?

10 A. We did the exterior. It was some parts on the exterior
11 that we painted. We fixed the porch. It was a lot of
12 stuff we did.

13 Q. What did you fix on the exterior?

14 A. Some of the siding that was falling. We repaired that.

15 Q. And what on the porch?

16 A. We repaired the porch. It was like some rotten wood.

17 Q. When was the last time you went into the house?

18 A. The last time I went in it was -- let's see. It was
19 demolished in August 2022. The last time I went in
20 that house -- let's see. If it was demolished in
21 August, it was probably like a month prior to that, a
22 month prior to that. Because I remember a month -- and
23 I specifically remember because I thought something was
24 real suspicious, and I knew it was some -- on the -- on
25 the back it was like -- I don't know if somebody did

1 that or it was done by the road. It was spray paint on
2 the thing, and I'm not -- I was suspicious about why
3 did somebody spray paint it was like a line. So as I
4 look back in hindsight it must have been getting ready
5 to get demolished, because I was like why would
6 somebody spray paint on the ground behind the house. I
7 was -- it baffled me, and I couldn't figure that part
8 out. So yeah, around that time, probably a month
9 prior. Well, actually it might have -- was it a month
10 prior? Yeah, I'm thinking it was if memory serves me
11 correctly.

12 Q. So around July of 2022 was the last time you were in
13 the house?

14 A. Between -- yeah, probably. Probably I'm thinking. And
15 actually I got the neighborhood to watch that house.
16 So, and my grass guy, and he cut it probably -- he cut
17 the grass probably -- he cut -- he cut it every two
18 weeks. So probably two weeks before that maybe. I
19 don't know. I'll have to get with him to be certain.
20 He cut that property, and he always give me updates on
21 it. So if I didn't get to check it out or if it was
22 something he saw suspicious, he would always call me
23 and say, look this is this, this is -- this is what's
24 going on. So he didn't call me -- and I even asked
25 him. Usually if the city condemn property, it's going

1 to be some kind of notice on the house or somewhere.
2 It's going to be some kind of indication that the
3 city's doing something. It was no -- nothing posted on
4 the house, nothing.

5 Q. Who was the yard guy that you just referenced?

6 A. His name is Johnny Coleman.

7 Q. Where does he live?

8 A. He lives -- I don't know his address. He lives in
9 Greenwood.

10 Q. Does he live near the house?

11 A. He don't live -- I don't think he live near the house,
12 but I know he do -- he cuts a lot of yards. He cuts --
13 I think he cuts grass for the funeral home. So he's
14 always in the area cutting grass. So I don't know
15 exactly where he lives, but I know he frequent the
16 area. So he's always -- and he would always call me
17 and say your grass, your grass need cutting. So, and
18 he always watched the house. So...

19 Q. You said people around the neighborhood watched the
20 house for you. Was there anybody besides Johnny
21 Coleman that watched the house for you?

22 A. I'm not sure. You know, it just -- if you're in a
23 community, you know you got people that -- your
24 neighbors or whoever will tell you if they see
25 something suspicious going on in the neighborhood. So

1 yeah, just anybody in general. Everybody knew I owned
2 that house, everybody, everybody in the neighborhood.

3 Q. who in the neighborhood would look out for it?

4 A. Just random people, and, like I said, some -- some of
5 the kids that grew up in the neighborhood that I --
6 that I mentored when they was like five years old and
7 they're in their 20s now, just anybody. Anybody in the
8 neighborhood would always say if they saw anything
9 suspicious or they saw somebody around the house, they
10 would notify me.

11 Q. Any other improvements to the property that you engaged
12 in, any part of the property other than what you've
13 already told me about?

14 A. Okay, let's go back. I've been on the property since
15 2003. So let's just add up the years. Over 20 years'
16 worth of stuff, whatever needed to be done I kept up.
17 I'm the sole person that ever did any maintenance.
18 Nobody ever did any repairs on that property for 20
19 years. So you got to imagine yourself, if ain't
20 nothing been done -- evidently I've been doing
21 something to keep the property up to status or whatever
22 to keep from getting any violations from the city. So
23 in those 20 years I never got a complaint about that
24 house. The city never wrote a violation about that
25 house. So suspiciously all of a sudden in 2021, 2022,

1 it's in so bad of array that it needs to be demolished.
2 So evidently I must have been doing a pretty good job
3 for 20 years maintaining the property. And to go back
4 to your question, yeah, I spent several thousands of
5 dollars in renovations over the years. I mean, I can't
6 ball point every little thing I did, but I spent -- I
7 know I spent several, several thousands. One in
8 particular thing I did when the tanks was removed, it
9 was just gravel. I paid I think it was \$5000, I'm not
10 really certain on the amount, but I had the whole
11 section where the cars were, I had that repaved. So
12 yes, I spent a lot of money, time, and effort in
13 maintaining the property solely by myself. Nobody ever
14 -- so if anybody else claim ownership of the property,
15 they never showed ownership. They never did any
16 maintenance. They never did any repairs. They never
17 did anything. I'm the sole purpose -- sole person over
18 the last 20 years that did anything to that property.

19 Q. Did you pay the property taxes?

20 A. No, I didn't.

21 Q. Did you pay insurance?

22 A. I didn't -- I didn't pay the property taxes after I
23 stopped with the payments. So yes, I did pay property
24 taxes through my payments, because my payments was
25 escrowed in. So I did pay property taxes on the entire

1 parcel. When the contract was executed the property
2 taxes was included for the whole parcel. It didn't
3 state, okay, the property taxes are just for this
4 portion of the property. The taxes state for the whole
5 parcel. So yes, I did pay property taxes.

6 Q. After the last installment payment that you made did
7 you pay any property taxes?

8 A. I didn't, because I didn't pay any installments. So
9 no, I didn't. And I wasn't -- if I was required to, I
10 would have, but I wasn't. It wasn't a requirement for
11 me to pay the property taxes. Nobody told me I had to
12 pay the property taxes. So I wasn't aware of that it
13 was still my responsibility to pay the property taxes.

14 Q. After the last installment payment from the 2003
15 contract did you pay any insurance?

16 A. Yes, I did.

17 Q. What?

18 A. I paid -- I had a commercial policy. I don't know if
19 it covered that property over there, but I did have a
20 policy for my -- for the business.

21 Q. The business?

22 A. Yeah. So actually -- and actually the business
23 included the property. So -- so yeah, I paid
24 insurance.

25 Q. Any other repairs or maintenance that you did other

1 than the roof, bathrooms, siding, replacing some rotten
2 wood, and paving a portion?

3 A. Twenty years of upkeep. So whatever that -- just
4 imagine just having property. Whatever went wrong with
5 it. Somebody went and stole all the copper pipes up
6 under it. They stole the wiring. So I had to replace
7 all of that. I spent thousands in re-plumbing and re-
8 wiring that house. So yes, I did a lot of repairs over
9 the last 20 years. All my -- and, again, all my
10 records was inside the house. So everything that I
11 could actually prove was destroyed.

12 Q. All right. Anything other than the roof, bathrooms,
13 siding, rotten wood, replace copper wiring, plumbing,
14 and repaving a portion?

15 A. Yes, sir.

16 Q. What?

17 A. So much. I mean, it's been over 20 years, and I can't
18 -- I don't have a itemized list, but everything that
19 could go wrong with a property probably went wrong at
20 some point in time. During one -- one cold winter the
21 pipes bust at the garage. It's so many stuff, so much
22 stuff that went on that I could actually be 100 percent
23 accurate if I had my files that was destroyed in the
24 house. I could have all my files here and answer every
25 question that you ask. I could give you a itemized

1 list of everything. But without that I can't just
2 break down everything, but it was stuff that I repaired
3 over the years. It sure was.

4 Q. What else specifically can you testify to here today?

5 A. Just everything that needed to be renovated far as the
6 -- everything that had a problem, that caused a
7 problem. I remodeled -- I remodeled the commercial
8 building. I did that. I probably repainted that
9 probably three times, three, four, five times over the
10 years. It's been -- I invested in repainting that.
11 The garage doors, one of the garage doors, a customer
12 ran into one of the doors, and I had to replace the
13 door. That was very expensive. What else? Somebody,
14 they -- I don't know if they was attempting to break
15 in. They bust the front door. I had that glass
16 replaced. Just so much stuff over the years. It's
17 been so, so many years it's hard to remember every
18 little -- every little detail, every little thing that
19 I did.

20 Q. Anything else other than what you've already told me
21 about? The roof, the bathrooms, the siding, rotten
22 wood, copper wiring and plumbing, repaving, repainting
23 and replacing the garage door and glass.

24 A. Yes. It's so much miscellaneous things that I did.
25 Like I said, at this time I can't remember every single

1 little thing I did, but it adds up over the years.
2 Over a 20-year period it adds up. Just maintaining any
3 property over 20 years, it's going to add up. So I did
4 everything. I was the sole person that did it. So I
5 had no help from anybody else. Greenwood Mills, nobody
6 ever came and fixed anything that needed to be
7 repaired. The only time that the property fell in
8 array was during COVID. I kind of -- and I admit that
9 I neglected a lot of stuff during COVID. During that
10 time, you know, stuff just started deteriorating, and I
11 didn't -- I didn't stay -- and, like I said, it was a
12 lot of stuff going on. COVID, the pandemic was
13 terrible. I mean, family members died. It was just so
14 much that I kind of neglected the property around 2019
15 maybe. So a lot of stuff that, repairs that I was
16 intending on getting back to doing I never got a chance
17 to do it because I was interrupted with, you know, with
18 this situation right here interrupted that in 2021.

19 Q. Any other repairs specifically that you can tell me
20 about other than the ones you've told me?

21 A. Like I said, it's so many miscellaneous repairs that I
22 did, and I keep telling you the same thing. It's so
23 many. I mean, some of them might come to me after I
24 get in the lobby. It's just so much stuff that I --
25 that I don't -- I can't remember at this time. I don't

1 remember.

2 Q. All right. I understand again you mentioned that you
3 have some sentimental attachment to a number of the
4 items you claim were in the house and the house itself.
5 In terms of the items inside the house, other than the
6 sentimental value what was the value of the items in
7 the house?

8 A. Without -- you're asking my opinion? That's what
9 you're asking me, my opinion of what the value of the --
10 -- of what the stuff was?

11 Q. Taking out any sentimental value. Just the value of
12 the items.

13 A. No, but you---

14 Q. If you were to have a yard sale and sell it.

15 A. But I can't. To answer your question honestly, I can't
16 take out sentimental, because if I take out
17 sentimental, I wouldn't even be here today with you. I
18 wouldn't even worry about it if it wasn't. I wouldn't
19 worry about nothing in it if it's not. So everything
20 is sentimental, and to me it's priceless.

21 Q. Well, for purposes of this lawsuit, what is the value
22 of your damages, your total damages?

23 A. I mean, I couldn't -- I couldn't -- like I said, I'm
24 not a expert on just going through stuff and figure out
25 a value. If we put a value on a photograph, I could

1 say that could be -- I mean, I could -- I could put --
2 I don't know what it would be valued at. To you it's
3 worth nothing. To me it might be worth everything to
4 me. So I can't put a value on stuff that I don't have
5 a guideline. If you gave me a guideline to say, okay,
6 what would you put on that, I could give you that. But
7 just saying everything in that house to me is
8 priceless.

9 Q. Well, if you were asking---

10 A. Everything in the house is priceless, because it -- I
11 can't -- I can't go -- if I could go through and pick
12 out and pick this, I could say, okay, now tear the
13 house down, I don't want none of that. But I didn't
14 get that opportunity. So to me everything in there
15 would have been priceless to me. Memories. The
16 memories just of stuff that was in that house is stuff
17 that I can't get back, and it wasn't -- and, again, it
18 was because of your client negligence that I don't have
19 anything. So because of that I'm in this situation
20 where I got to tell you the value of my stuff, and it's
21 putting me in a awkward position. But I want to tell
22 you the truth. I want to be truthful about everything
23 I'm saying. So it's hard for me to give you a estimate
24 of value of stuff that -- that I really don't have a
25 guideline to say, okay, this is -- I had this appraised

1 at this, the appraisal said that your memory with your
2 father is worth this, the appraisal of this is this, is
3 this, is this. So to me I'm looking at everything is
4 priceless to me.

5 Q. But if you were to ask a jury to award you damages,
6 what would you be asking them to award you?

7 A. Ooh, that's a good question. I would -- I would ask --
8 I would tell the jury, I would put them in a position
9 and I would tell them, if you got your possessions over
10 20 years, what is it worth that your -- let's say you -
11 - and I had -- I actually had photos and I had videos
12 of stuff. If I said, look at -- this is your baby's
13 first step on tape and I asked them how much is that
14 worth to you, and they say, oh, I can't -- I wouldn't
15 sell that for all the money in the world. So to me, I
16 look at my memories as, oh, I wouldn't sell that memory
17 for all the money in the world. The picture of my
18 father when he died, my father had a leather coat that
19 he cherished that coat. I took the coat and put it in
20 that house. That cost to me is worth -- I mean, just -
21 - I couldn't even put a price on it. If I -- if I had
22 to sell it at a auction, I would think it was -- I
23 would think it was somebody like Elvis Presley or
24 whoever, Michael Jackson. I'd be like, look, this --
25 you want this coat? This is the price. So I can't

1 tell you because I really haven't even thought about
2 it. But if I -- if you asked me to buy the coat, I
3 would tell you it's not for sale and I don't care how
4 much money you offer me. So it's hard to put a price
5 on your stuff. So, I mean, it's just like you, you got
6 kids. I know you got kids, and whatever you cherish
7 about your kids and you said this is a memory of your
8 son. Maybe it's his first touchdown ever and you got
9 the football that he scored the winning touchdown or he
10 threw the winning touchdown and you got the football.
11 I had autographed memorabilias from my cousin that made
12 it to the NFL. I got -- I had Panthers -- now that I'm
13 thinking about it, I could go -- I probably could be
14 here all day. We probably could be here to next week.
15 I got when he went, first went in the NFL. I got
16 photographs of him and me coming to -- when he came to
17 Greenwood for his first fun day with the previous
18 mayor. So I got a lot of pictures. Everything in that
19 house is sentimental. So it's kind of hard for me to
20 say -- to me it's priceless. So, like I said, I could
21 just be talking to you all day about that. So to
22 answer your question about putting a value on something
23 and the house itself, it's priceless to me.

24 Q. All right. Well, that's what we're here for today. If
25 you were to ask a jury for a specific amount, what

1 would you be asking them to award you?
2 A. Well, I would ask the jury to base it on previous
3 situations. I would ask the jury to look at the
4 circumstances. I would ask them to look at the
5 severity of the case. I would say, look, they -- if
6 they had allowed me and said, look get your stuff out
7 of there. If your stuff is worth -- if it's priceless
8 to you, get all your priceless stuff out of here,
9 because we're fixing to tear this house down. So, but
10 you -- I mean, Greenwood Mills, Jay Self, nobody
11 afforded me the opportunity to say, look, Rodney, get
12 your -- to us it's junk. It's nothing to us. How
13 about you get your priceless stuff out of here, and
14 we're going to tear this house down. Nobody -- if I
15 had given the opportunity to talk to a jury, I would
16 ask the jury to put themselves in my position and just -
17 - just let your mind go back and say, look, if I came
18 home or I came to a place that I thought it was a safe
19 haven that I had that I entered into a contract and
20 thought I purchased and thought it was my house and I
21 knew to believe that it was my house and I knew I could
22 put all my possessions that I had in this house and it
23 would be safe there, and then I get a phone call from
24 the guy that does the lawn and telling me that the
25 house is gone with everything, all my memories for over

1 20 years, so I would tell them let their -- let their
2 conscience be their guide. I'd say what would -- what
3 would you -- if it was you, what would you want to be
4 done. I mean, even if I said a monetarial price that I
5 can't even fathom, would that give me my memories back?
6 I mean, but if I'm talking to a jury in the way the
7 judicial system or the court system is set up, you pay
8 for damages that it wasn't my fault. I didn't cause
9 this. If it -- if I had -- if it was a hurricane and I
10 had insurance on it, the insurance company would pay me
11 whatever, whatever. I don't know if I had to sue and I
12 don't know what I would get, but to go back to your
13 question about a jury, I think a jury would be -- I
14 would hope a jury would be fair. If I was sitting on
15 the jury, if I'm on the jury and I'm listening to this
16 case, I would think it was -- I'd think it was the
17 biggest injustice in the world. I was like look at the
18 facts. Y'all didn't give this guy a opportunity. He's
19 been on your -- he's been on this property 20 -- he
20 signed a contract. Y'all never allowed him the
21 opportunity. So if I was the jury, I would expect a
22 jury to do fairly. And if I based -- if I base my -- I
23 base it on other cases throughout the years. I would
24 look and see what a jury awarded this person for the
25 same -- for the similar case. What did they get

1 awarded? Then I would say, you know what? I think I
2 should be compensated fairly. So all I'm saying is I
3 want to be compensated for what was fairly -- what was
4 -- what was took from me. It was taken from me. It's
5 not -- I wouldn't have a problem if it had've caught on
6 fire, burned down to the ground, act of nature, act of
7 God, tornado, anything, but it wasn't. It was done in
8 malice intent. It was no other excuse for that. They
9 knew. And now that I'm speaking, I don't have to speak
10 in third person. I'm talking to the person right in
11 front of me. Brandon Smith, you knew for a fact that I
12 had that house. We talked about it in a meeting. I
13 talked to you about it. So you knew I had it. You
14 knew before you had -- you could have stopped this.
15 You could have said, look, y'all, hey, Rodney own that
16 property. That's his house. Look, hey, give him the
17 opportunity to get his stuff out, we're going to tear
18 it down. You knew it for a fact, Brandon. So I'm not
19 talking to somebody on the other side that don't know
20 the case. You're familiar with this whole thing. You
21 could have stopped this. Everything that's happened up
22 to this point, Brandon, when you came into this picture
23 you could have stopped it. We couldn't -- we don't --
24 we didn't even have to be this far. You could have
25 stopped all of this. You could have said, look, let's

1 let -- hey, the contract stated he got it. Okay, okay,
2 let's give him -- everything you did was it led up to
3 this point. So what you're asking me is I think it all
4 could have been prevented if you had've did right by me
5 in the beginning and said, look, I know this is his
6 house for a fact. I know. I talked to this man. We
7 had a conversation. We talked about that property. So
8 if I was on a jury -- if you was on a jury, what would
9 you do? Would you say, I don't -- I don't think it --
10 he never owned it? He didn't pay no payments on it, so
11 it wasn't his? But I was allowed to stay there 20
12 years. Twenty years, Brandon. Twenty years. Why
13 didn't somebody tell me, Rodney, man, get off this
14 property? I know Jay. I know Jay's character. I knew
15 Jay. I took Jay for a scholar and a gentleman. I knew
16 this man for 20 years. Anytime I had a problem I
17 called Jay. For some reason somebody blocked Jay from
18 me in this whole process, because Jay would have never
19 did that. Jay would have never allowed that house to
20 be tore down with my stuff. Jay would have never did
21 me this way. How do I know? His actions for over 20
22 years. He never had a negative thing to say about me.
23 His family, I knew them. I know these people. They
24 never ever had nothing negative to say about me. They
25 never would have allowed this to happen. For some

1 reason somebody intervened, and all this stuff
2 happened, and now here I am faced with trying to figure
3 out how much is valued to me. So my question to you,
4 to sum it all up, if a jury had to make a decision, I
5 would hope the jury would make a wise decision and look
6 at all the facts and say, look, hey, with all the facts
7 that I'm looking at, if I was on the jury, hey, y'all
8 guilty of a crime, and I think the crime was in malice
9 intent. The house was destroyed. There's no other
10 question. It can't -- there's nothing -- we could be
11 here and you can ask me a thousand questions. We're
12 going to keep going around in a circle because the
13 whole thing boils down to is why didn't anybody tell me
14 they was going to destroy the house. Why didn't
15 anybody tell me, Rodney, look, man, you ain't made me
16 no payment, give me some money or get off my property?
17 Rodney, you're trespassing. Rodney, what you doing?
18 Come on, Rodney, give me some money. Nobody said
19 nothing. So I feel so bad and I feel bad because I
20 looked at Jay as a mentor. He was almost a idol. He
21 the president. He came to me. He presented himself as
22 the owner. We shook hands. I know his wife, his kids.
23 I just -- it's just such a bond, and for him to do me
24 like this, I think it wasn't him. So, and I know I'm
25 babbling, and I know I'm going all over the place, but

1 I'm emotional, and I know it wasn't supposed to be like
2 this, but it's just built up emotions in me. So, there
3 again, Brandon, you could have stopped all of this
4 because you knew firsthand. You knew that it was --
5 that I had -- if you didn't know -- if you didn't know
6 I had ownership, you know I had access, and you knew I
7 was on that property. Everybody -- everybody in
8 Greenwood, all my hundreds of customers know me. They
9 know my -- they know the location. They know the
10 house. They know it was me. I mean, so it's no
11 question that didn't nobody know that I own that
12 property. So your question did I believe I owned it,
13 yes, I believe I owned it. Did I make any payments? I
14 would have loved to have avoided all this with Jay. We
15 could have -- we could have worked this out and I would
16 have gave him money. He never asked. He always said,
17 Rodney, I'll get with you. He never did. And -- and
18 now that I'm finding -- and I just found out that he
19 wasn't even aware that I tried to make a attempt to buy
20 it in -- this could have been resolved in 2018 had
21 somebody let him know that I was trying -- I was trying
22 to get it. It could have. It could have happened.
23 Everything could have been avoided if people had've got
24 right to Jay and told him the truth and hiding. Jay
25 don't even know that I -- that the \$1000 earnest money

1 that was collected, Jay don't even know anything about
2 it. So it's just so much stuff that could have been
3 prevented had Jay known, and I just feel so bad about
4 it. So, and I know you -- and I know I'm giving you
5 more than you asked, but I feel -- I feel obliged to do
6 it at this point. And to go back to you, if a jury was
7 to sit down and look at this case, I can't see them --
8 I can't see them going any other way. I can't. Based
9 on the facts, if I was on the jury, I would look at the
10 situation. I would look at this 2003 contract. I
11 would say did you have ownership of the property
12 before? Did you have any access? No, I didn't. After
13 I signed this contract I got all the property. Jay or
14 nobody else -- Jay passed by. Jay lived right down the
15 street in a neighborhood. He passed by. His wife, his
16 wife came by. She worked at the hospital. Everybody
17 knew I was right there. Everybody knew I had that
18 property. So it's no excuse on anybody saying that
19 they didn't know or anything. And if I -- and I wasn't
20 hiding. It would be different if he didn't know where
21 I was. I was in Greenwood. I know you asked me about
22 several addresses that doesn't even have anything to do
23 with them finding me. He had -- everybody had my
24 personal cell phone number for over 15 years. I wasn't
25 hiding from anybody. I would have gladly paid anything

1 that they asked. Everything that was done I did.
2 There's nothing that Greenwood Mills asked of me that I
3 didn't do, nothing. Nothing was -- I did everything
4 that I was asked to do. So, so back to your question
5 again. I believe I owned it, and I believe that a jury
6 -- I would ask a jury to do what they think. I mean,
7 they're on the jury, so they can decide. They can look
8 at this case. They can look at other cases. They can
9 look at judgments from other cases. They can do
10 whatever they want to do to figure it out, but I think
11 a injustice was done, and it's hard for me to just put
12 -- give you a estimate of value of what I think stuff
13 is worth because to me, again, everything that I had is
14 priceless. And I'm pretty sure you feel the same way
15 about your memories with your kids. They're priceless.
16 You can't -- you can't take that from anybody.
17 Anything that you got is priceless. And everybody can
18 look at one man's junk and say it's junk, but to him
19 it's his treasure. So to me that was my treasure. It
20 might have looked like junk to anybody else, but to me
21 it was my treasure. So I'm going to end right there,
22 and I hope I didn't take up too much time and run off
23 too much, but that's -- that's what I have to say.
24 Q. Let's say the house was burned down by a fire or a
25 tornado. What would you then be asking a jury to award

1 you in terms of damages?

2 A. what I would be asking a jury to award me? Why would I
3 have to ask a jury to award me if it got burned down by
4 a act of nature? Why would I even be with a jury?

5 MS. MCCONOUGHIEY:

6 objection. That's a hypothetical.

7 EXAMINATION RESUMED BY MR. SMITH:

8 Q. You can still answer. If you were going in front of a
9 jury, and it had been torn down and you were having an
10 issue with the insurance company, what would you be
11 asking a jury to award you in terms of your damages?

12 A. If -- if I was going in front of a jury asking about a
13 insurance company, first of all, I think I had -- the
14 2003 contract it was? Which one is the 2003 contract?
15 Do you have the 2003 contract?

16 Q. That's it.

17 A. Oh, this is a copy. I'm just so used to the long
18 pages. I'm sorry. It says right here on the 2003
19 contract -- and we'll go back to that. I'm glad you
20 asked me this question. Purchaser, I guess -- if the
21 insurance company and I was in the jury and the
22 insurance company didn't want to pay, in 2003 I had a
23 million-dollar policy on this, I would tell the
24 insurance company, I would tell the jury, look, I got a
25 million-dollar policy. Why ain't they paying a million

1 dollars? I got a policy for a million dollars. It's
2 right here, Your Honor, jury. Look. Why an insurance
3 company don't want to pay me this million dollars that
4 I got this million-dollar policy on this property? So
5 where's my million dollars, Your Honor? So that's what
6 I would ask a jury, to go by -- if the insurance
7 company involved, I would want the million dollars
8 insurance that I got it insured for. If I got it
9 insured for 50 million, I'd want 50 million. So if I
10 got it insured for \$100, pay me what I -- pay me what
11 you owe me. So that's what I would ask the jury, to
12 pay me what you owe me.

13 Q. So your testimony is the contents of the inside of
14 house were worth at least a million dollars?

15 A. No. I said -- now -- now you want to twist my words.
16 I didn't -- you asked me about a insurance policy. The
17 contents in the house are priceless. So maybe -- maybe
18 if you want me to put a price on it, I'm just going to
19 say priceless. That's my price, priceless. So if a
20 jury ask me, I'm going to say priceless. So if they
21 want to award me priceless, award me priceless. So the
22 question that you asked me, they're priceless. They're
23 priceless to me. What value -- what the value might be
24 to you is different. You can't -- I can't put a value
25 on something that you got at your house. I can't come

1 to your house right now and say, Brandon, that ain't
2 worth but five dollars. This is worth that. Your
3 memory, I don't care. Give me two dollars for that.
4 So it's priceless to me. So that's what I'm saying.
5 The value of the contents of the house, the house
6 itself, the property, everything is priceless to me.

7 Q. Okay. Again, I'm going to ask you. Let's say it
8 burned down by fire and you're asking an insurance
9 company to reimburse you for the contents, not the
10 house itself, but the contents. You would be asking
11 them for a million dollars?

12 A. I probably would put -- I probably would put the max,
13 whatever the insurance company -- whatever the price --
14 if I had to include -- if they asked me -- if I filled
15 out a policy with the insurance company for the
16 contents inside the house, to me they're priceless. So
17 I would say do you have a contract that -- you got a
18 policy that I could put priceless down? So whatever
19 that priceless amount would be, that's what I want.

20 Q. Okay. But what value? I mean, let's say it was
21 insured for a billion dollars.

22 A. Well, then I want a billion dollars.

23 Q. For the contents of---

24 A. If that's what it's insured for, pay me what you owe
25 me.

1 Q. And you feel like you would be owed a billion dollars?

2 A. I mean, you said that. I didn't.

3 Q. I'm asking you.

4 A. But if you feel I would be owed a billion dollars, I'm
5 happy, but I'm just answering the question you asked
6 me. You asked me did I -- if it was worth a billion
7 dollars would I want a billion dollars. Yes, sir. If
8 it's -- if it got a insurance policy for a billion
9 dollars, then pay me what you owe. Pay me what my
10 policy is. A billion dollars? Then pay me the billion
11 dollars.

12 Q. The policy would pay you for the value of the contents
13 inside, and you're saying that's worth a billion
14 dollars?

15 A. That's what you said. You said if I had -- you said if
16 I had a insurance policy for the contents of the inside
17 and it was worth a billion dollars would I want a
18 billion dollars. I would want what the policy is
19 supposed to pay. That's what I want.

20 Q. And that's not---

21 A. And if it says a billion dollars, I want a billion
22 dollars.

23 Q. My question is let's say the insurance policy was
24 unlimited, but they had to pay you for the value of the
25 contents in the house. What would you be asking them

1 to pay you?

2 A. You just asked me the same question, but if it's
3 unlimited, I want unlimited funds.

4 Q. And, again, under this scenario the policy would
5 actually be paying you for the value.

6 A. Well, put a value. You just said---

7 Q. I'm asking you.

8 A. You just said -- and I just told you priceless, and you
9 said unlimited. So I'm still stuck at priceless.

10 Q. Well, I need to know what the value of priceless is to
11 you. If it was unlimited but they were only paying you
12 -- they were only required to pay you for what the
13 value of the contents were and that could be anywhere,
14 but they're specifically paying you for the value of
15 the contents in the house, what would that be?

16 A. I think you're still trying to -- I think you're going
17 in circles with your question. I keep telling you
18 priceless. I think you want me to -- I think what you
19 want me to do is give you a dollar amount. That's what
20 -- I think that's what you're asking me. I keep
21 telling you priceless. So I don't -- I can't -- right
22 now at this point in time I can't put a price on it.
23 Maybe if I -- if I consult with experts and I say how
24 much is a picture of my father that died worth, how
25 much is this leather jacket that my father left me, how

1 much is that worth, and they could tell me, Rodney,
2 that jacket right there probably worth X amount of
3 dollars. So I'm not afford -- what happened, I don't
4 have the luxury to go and pick my items out and get
5 them appraised at this time and say, look, this -- this
6 box of comic books is worth, oh, my goodness, you know
7 what you got? Do you know what you got here? I don't
8 have that luxury anymore to take that item and say,
9 look, appraise this box and tell me what it's worth.
10 Appraise these cards. Appraise this, appraise that. I
11 don't have the luxury of that anymore. So it's hard
12 for me to say how much something would be worth when I
13 don't have it in front of me to get it appraised.

14 Q. And you can't even give me a ballpark figure of the
15 value of the contents?

16 A. I really -- to be honest, at this time without being a
17 expert, I probably could go on and find a expert that
18 could tell me, look, you know what you had? You had
19 something. You really had something. So I don't know
20 at this time. But until I get a expert -- I'm not a
21 expert. Until I get a expert opinion on it, I can tell
22 you later. I don't know at this time.

23 Q. Any other details about the value of the contents
24 inside the house that you can give?

25 A. I'm not understanding your question.

1 Q. Can you give me any other details other than what
2 you've already given me about the value of the contents
3 inside the house before it was demolished?

4 A. I just told you priceless. So that's what I said.
5 Priceless.

6 Q. Okay. The 2021 contract, I understand that you allege
7 that your lawyer at the time who was Billy Garrett --
8 is that correct?

9 A. At this time I'm not going to -- I'm going to invoke
10 attorney-client privileges. So anything about a
11 attorney I don't have anything to answer. I don't---

12 Q. Well, I'm just asking you if Billy Garrett represented
13 you.

14 A. Billy Garrett represented me throughout the years.

15 Q. Okay. And he represented you in regard to the
16 execution of that contract. Correct?

17 A. Billy Garrett assist with the contract. So he -- he
18 was -- I mentioned it to him, and he was assisting with
19 the contract.

20 Q. I don't want you to tell me anything that he said
21 that's privileged, but you state here that both Billy
22 Garrett and I pressured you to sign a new contract.
23 Explain that.

24 A. When did I say that?

25 Q. It's in paragraph 70.

1 A. Could you -- could you show me that?

2 Q. Sure.

3 A. Let's see what I said.

4 Q. It's in paragraph 70 of your answer and counterclaim.
5 "Defendant's attorney spoke with plaintiff's attorney."
6 Okay? And to get you to -- to defendant's attorney.
7 You represent that you had an attorney. "Defendant's
8 attorney" -- and you're the defendant. Correct?

9 A. Yes, sir.

10 Q. -- "spoke with plaintiff's attorney, and then both
11 improperly pressured defendant to sign a new contract
12 to purchase both lots that made up the property for a
13 new price of \$95,000." Explain how you were improperly
14 pressured.

15 A. Okay. I was improperly pressured by you. I met you
16 and you told me that you had a contract for me to sign
17 and if I didn't sign it that you was going to have to
18 start the eviction process. In that meeting you
19 brought up -- I felt threatened by you. You said that
20 I'm going to have to start the eviction process if we
21 can't get this done. You repeated it throughout the
22 conversation probably five, six times. We're going to
23 have to start eviction. So I was pressured by you
24 first of all. And -- and on Billy's -- on behalf about
25 the attorney that you just spoke of, the pressure from

1 him wasn't as your pressure. The pressure with him was
2 he didn't want to pursue any kind of legal action. So,
3 therefore, if I did sign, I would be left out without
4 representation. So, in other words, I felt pressured
5 because I'm going up against one of the biggest and
6 oldest companies in Greenwood County history. I'm
7 going up against one of the well-known names, one of
8 the families with the namesake of one of the most
9 popular men in Greenwood and he has his namesake, J.C.
10 Self, III. And I felt pressured in that contract
11 because for the eviction. And I didn't -- and I didn't
12 know all my rights at that time. I didn't know that I
13 had a binding -- the 2003 contract was still binding.
14 It was a legal contract that had never been -- it never
15 -- it had never been legally defaulted. There was
16 never any actions on this 2003 contract. So at that
17 time I didn't realize all my rights under this 2003
18 contract. So, and -- and under the impression that
19 Billy didn't want to represent me anymore, well, didn't
20 want to represent me against all this issue, I felt
21 pressured into signing, less pressure by Billy, more
22 pressure by you. And actually I just felt threatened
23 by you and the president of Greenwood Mills. Actually
24 you're not only the attorney for Greenwood Mills,
25 you're the mayor of the city. So I'm looking at it,

1 I'm looking at the powers that be. It was a lot of
2 pressure. I was -- I felt intimidated. I felt under
3 duress. I didn't have a gun to my head to sign, but
4 just looking at it, it was a gun there. The way -- how
5 big Greenwood Mills is, the power that they have, the
6 mayor of the city. So I was pressured. I felt
7 pressured by you, Greenwood Mills, Billy not so much.
8 Billy just was almost like somebody that was just
9 trying to just help with -- assist with the situation.
10 And I think in all honesty Billy was pressured by you,
11 and I think Billy was pressured by Greenwood Mills. I
12 think Billy felt some type of way about this being that
13 he's in Greenwood. So I don't put the pressure on
14 Billy Garrett at all. I just think Billy Garrett
15 wanted to do -- try to do what's -- help me in the
16 situation and not get hisself involved in a
17 compromising position with you being the mayor of
18 Greenwood and Greenwood Mills being one of the biggest
19 oldest companies. Look at Greenwood -- Greenwood Mills
20 owns -- at one point in time Greenwood Mills -- the
21 intimidation that I felt and the pressure was everybody
22 in Greenwood that's from Greenwood either worked at
23 Greenwood Mills, had a family member that worked at
24 Greenwood Mills. Surrounding -- Greenwood Mills mill
25 village. Look at Greenwood. Greenwood is really built

1 and grown by Greenwood Mills. Greenwood Mills is
2 really the -- the staple of Greenwood. So I felt
3 pressured from all of that being over my head knowing
4 that if I didn't do this, if I didn't sign this
5 contract, I'm facing to get a eviction, and I didn't
6 know I had legal rights under this contract. So yeah,
7 I felt pressured to sign the 2021 contract.

8 Q. Any other ways you were improperly pressured?

9 A. Yes. I mean, I asked for a extension. I told -- it
10 was a lot of weight on me. We was trying -- we kept
11 running into road blocks. The appraiser said it was
12 going to be 30 days. He was -- he had to do a airplane
13 strip and it was going to be 30 days before he could do
14 a survey. The appraisal that the lender requested,
15 they said it was going to be 45 days. I asked could I
16 get another appraisal. They said if I got one they
17 still wouldn't go by -- it had to be somebody that they
18 recommend. So it was a lot of things that was
19 pressuring me before and after that contract. I asked
20 for a extension. I even reached out to a family member
21 that's associates of yours, and they said that you
22 refused to give any leeway. So I tried my best to
23 comply. Everything that Greenwood Mills asked me to do
24 I did even though I didn't -- I thought that -- that
25 contract wasn't -- it was -- to me it was -- it was

1 just a unjust contract, but I still tried to perform
2 under the contract, but your client or yourself gave me
3 no leeway, didn't even try to help me in any way. It
4 was a dispute over the property before, and you know I
5 filed a lis pendens on that property. So I disagreed
6 with that contract from the start. So yes, I was
7 pressured into signing it. It was a disagreement with
8 that property about that 2003 contract. You stated
9 that the 2003 contract never included all the property,
10 but the 2021 contract does. I had a dispute about that
11 before I signed that contract, and I made it of record
12 before I did it. And I -- actually I listed the
13 description of the property. So it's filed as record
14 that you're aware of that I had a dispute before I
15 signed that contract. So that dispute should have been
16 resolved before. Somebody should have said on
17 Greenwood Mills' part let's get a survey, let's prove
18 it. Matter of fact, I'm going to back up. The meeting
19 that me and you had before the signing of the 2003
20 contract, you said undoubtedly -- this is what you
21 said, and I quote. Undoubtedly it would be a formal
22 survey on the property to make sure everybody's in
23 agreement of what's being sold. That's what you told
24 me. It was never done. So I feel that it should have
25 been a lot of more due diligence on Greenwood Mills'

1 part before I signed that contract. So to answer your
2 question again, I felt pressured in a lot of different
3 ways.

4 Q. Any other ways other than what you've already told me?

5 A. Probably numerous amount of ways. I mean, that, just
6 being the pressure of it, thinking that I'm going to
7 lose the property because if I'm forced to sign it. It
8 was a lot of stuff. So I felt pressured. Yes, sir, I
9 did.

10 Q. Any other ways?

11 A. I think that's a big -- that's a lot of ways. I mean,
12 I don't know. That's a lot of ways.

13 Q. So any other ways other than what you've already told
14 me?

15 A. There probably are. There probably are, but at this
16 time I can't remember all of them.

17 Q. And the person you mentioned that reached out to me is
18 Roy Norman?

19 A. Correct.

20 Q. All right.

21 A. Well, I'm assuming. I'm assuming it was Roy.

22 Q. Who did you reach out to?

23 A. I reached out to Roy.

24 Q. Okay. Any permits for any of the work that you did on
25 the property?

1 A. No. Again, I was advised that it was no -- it wasn't
2 needed.

3 Q. Anything you want to add that I haven't asked you?

4 A. Do I want to add? Oh, yeah, I want to add a lot. I
5 want to ask you did you -- when I asked for a extension
6 why didn't I get granted a extension?

7 Q. Well, this isn't an opportunity for you to ask me
8 questions.

9 A. Oh, okay. Okay.

10 Q. I'm just asking you if there's anything you wanted to
11 add that I haven't already asked you.

12 A. I don't think it is.

13 Q. All right. And how are you set up with your lawyer?
14 Who's paying your legal fees?

15 A. Who's paying them? Actually I'm -- I'm paying them.
16 I'm paying them myself.

17 Q. And your income is from -- is anybody paying you to pay
18 them?

19 A. No, they're not. And since you brought it up, I'll
20 elaborate. I'm in debt now. Because of this situation
21 I'm in debt in legal fees. So I'm behind that I got to
22 come up with legal fees. I got to come up with money
23 to pay legal fees. So to answer your question, this is
24 a burden on me, a real big burden, because had you
25 stopped all this in the beginning, I wouldn't be

1 tangled up with legal fees, and now I got to figure out
2 a way to pay legal fees. So, and I'm making -- and my
3 lawyers are graciously allowing me to make payments on
4 the -- on the legal fees. So if that helps you with
5 your question.

6 Q. Do you have any lawyers other than Ms. McConoughey?

7 A. Yes, I do.

8 Q. Who's that?

9 A. You met him. You met him in court. Professor Spitz.

10 Q. Anybody else?

11 A. Not at this time.

12 Q. Is Professor Spitz charging you, also?

13 A. I mean, he's a lawyer and I got him on retainer. Yes,
14 he is.

15 Q. All right. Anybody that you're in debt to other than
16 your lawyers?

17 A. I'm in debt to myself right now, because I've made a
18 lot of promises to myself to take care of stuff. So
19 I'm in debt with myself.

20 Q. Anybody else?

21 A. I mean, can you---

22 Q. Anybody other than your---

23 A. No, I'm not in debt to anybody else.

24 Q. Okay. I don't have any questions. Thank you.

25 MS. MCCONOUGHNEY:

1 Can we take like a two-minute break and then come right
2 back?

3 MR. SMITH:

4 Sure.

5 (Off the Record; 3:01 -- 3:02 PM)

6 EXAMINATION BY MS. MCCONOUGHIEY:

7 Q. Rodney, does ASK Enterprises own property in
8 Greenville?

9 A. Yes, it does.

10 Q. Is there a lawsuit pending about that property in
11 Greenville concerning a mortgage that was on the
12 property before ASK bought it?

13 A. Say that again?

14 Q. Is there a lawsuit pending in Greenville that involves
15 ASK Enterprises?

16 MR. SMITH:

17 Object to the form.

18 EXAMINATION RESUMED BY MS. MCCONOUGHIEY:

19 A. I think -- I think it is, but I haven't been served any
20 kind of papers or any kind of legal actions on that.
21 So I don't know the status of that. If it is a pending
22 lawsuit, I haven't been served a subpoena or anything
23 about that lawsuit, but I don't -- I'm not 100 percent
24 if it's one or not. I haven't been served.

25 Q. Okay. That's all.

1 MR. SMITH:

2 I don't have anything else. Thank you.

3 COURT REPORTER:

4 Rachel, do you need a copy of this transcript?

5 MS. MCCONOUGHIEY:

6 Sure.

7 COURT REPORTER:

8 And what about reading and signing?

9 MS. MCCONOUGHIEY:

10 No, we'll waive.

11 MR. SMITH:

12 I'll take a transcript, too.

13 (THERE BEING NO FURTHER QUESTIONS, THIS DEPOSITION CONCLUDED
14 AT 3:03 PM.)

15

16

17

18

19

20

21

22

23

24

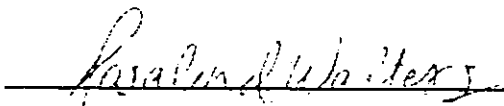
25

CERTIFICATE OF REPORTER

I, Rosalind Poole Walters, a Notary Public in and for the State of South Carolina, do hereby certify that the foregoing deposition was taken before me on the date and at the time and location stated on page 1 of this transcript.

That the deponent was duly sworn to testify to the truth, the whole truth, and nothing but the truth.

That I am not related to nor the employee of any of the parties hereto, nor related to or employed by any attorney or counsel employed by the parties hereto, nor interested in the outcome of this action.



Rosalind Poole Walters, Reporter

Notary Public for S.C.

Commission Expires: 4/29/26

