

17680

STATE OF SOUTH CAROLINA
IN THE
COURT OF APPEALS

Appeal from the Court of Common Pleas
For Georgetown County
Honorable John M. Milling, Circuit Judge
Civil Action No. 2006-CP-22-0914
APPEAL NO. 2

AJG Holdings, LLC, Stalvey Holdings, LLC,
David Croyle, Linda Croyle, Jean C. Abbott,
Linda T. Courtney, Sumter L. Langston,
Diane Langston, Carl B. Singleton, Jr.,
Virginia M. Owens, and Stoney Harrelson,

Respondents,

v

Levon Dunn, Pamela S. Dunn, and
Helen Sasser,

Appellants

RECORD ON APPEAL
VOLUME III

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B Singleton, Jr , Virginia M
Owens, and Stoney Harrelson*

TABLE OF CONTENTS

VOLUME NO 1

Order of the Honorable John M Milling, Circuit Court Judge, dated September 15, 2008, and filed September 22, 2008 (denying Motion for Reconsideration, to Amend Court's Findings, and to Alter or Amend Court's Judgment)	1
Order of the Honorable John M Milling, Circuit Court Judge, dated September 2, 2008, and filed September 8, 2008 (granting Partial Summary Judgment)	3
Order of the Honorable J Michael Baxley, Circuit Court Judge, dated and filed November 5, 2007 (denying Motion for Reconsideration, to Amend Court's Findings, and to Alter or Amend Court's Judgment)	17
Order of the Honorable J Michael Baxley, Circuit Court Judge, dated and filed May 16, 2007 (ordering imposition of Temporary Injunction)	18
Complaint dated and filed August 18, 2006	20
Answer dated September 13, 2006, and filed September 15, 2006	22
Reply dated October 16, 2006, and filed October 17, 2006	25

Affidavit of Levon Dunn sworn to on February 1, 2007, and filed April 16, 2007 (with all Below listed attachments)	26
a <i>Title to Real Estate</i> between Rodney G Causey, Levon Dunn, and Pamela S Dunn dated January 20, 2003, and recorded on January 21, 2003 and <i>Title to Real Estate</i> between Riverside, Inc and Levon Dunn dated September 9, 1994, and filed on September 29, 1994	30
b Letter to Levon and Pam Dunn from H T Abbott, III dated February 28, 2006	38
c <i>Assignment and Indemnification Agreement</i> between Helen Sasser, Levon Dunn, and Pamela S Dunn dated September 6, 2006, and filed September 11, 2006	39
d <i>Consent to Covenants and Restrictions</i> by Levon Dunn and Pamela S Dunn dated September 6, 2006, and filed September 11, 2006	45
Motion for Temporary Restraining Order dated February 26, 2007,	50
Amended Complaint dated February 26, 2007	52
Affidavit of David Croyle sworn to and filed on March 26, 2007	59

Affidavit of Lynda T Courtney sworn to on March 27, 2007, and filed March 30, 2007	61
Affidavit of H T Abbott, III sworn to on April 4, 2007 (with all attachments)	63
a <i>Map Helen Sasser</i> (Re Map of 4 Lots by Jack Davis for Helen Sasser and Map by S D Cox Surveyors, Inc dated October 10, 1978, for Helen Sasser)	69
b Helen Sasser Map (6 lots around pond)	70
c Attachment "A" Property Description (Book 441, Page 17 and Book 441, Page 18) (1991 Coleman Deed)	71
Affidavit of Reecy L Whipple to on April 19, 2007	72A
Answer to Amended Complaint and Counterclaims dated May 23, 2007	73
Reply to Counterclaims dated and filed August 1, 2007	85
Motion for Reconsideration, to Amend Court's Findings, and to Alter or Amend Court's Judgment dated September 28, 2007, and filed October 15, 2007 (with attachment)	88
a Order of the Honorable J Michael Baxley, Circuit Court Judge, dated and filed May 16, 2007 (ordering imposition of Temporary Injunction)	95

Affidavit of Helen Paisley Sasser sworn to on May 5, 2008	97
Motion for Summary Judgment (by AJG Holdings) dated May 6, 2008, and filed May 8, 2008	99
Defendants' Joint Motion for Summary Judgment dated May 19, 2008, and filed May 21, 2008 (with attachments)	101
a Affidavit of Robert M Wilcox sworn to on May 16, 2008	105
b Affidavit of Helen Paisley Sasser sworn to on May 5, 2008	108
c Affidavit of Levon Dunn sworn to on February 1, 2007, and filed April 16, 2007 (with all below listed attachments)	110
i <i>Title to Real Estate</i> between Rodney G Causey, Levon Dunn, and Pamela S Dunn dated January 20, 2003, and recorded on January 21, 2003 and <i>Title to Real Estate</i> between Riverside, Inc and Levon Dunn dated September 9, 1994, and filed on September 29, 1994	114
ii Letter to Levon and Pam Dunn from H T Abbott, III dated February 28, 2006	122

III	<i>Assignment and Indemnification Agreement</i> between Helen Sasser, Levon Dunn, and Pamela S Dunn dated September 6, 2006, and filed September 11, 2006	123
IV	<i>Consent to Covenants and Restrictions</i> by Levon Dunn and Pamela S Dunn dated September 6, 2006, and filed September 11, 2006	129
	Judgment In A Civil Cased dated and filed August 18, 2008	133A
	Defendants' Joint Motion for Reconsideration, to Amend Court's Findings, and to Alter or Amend Court's Judgment dated September 11, 2008, and filed September 12, 2007 (with attachment)	134
a	Order of the Honorable John M Milling, Circuit Court Judge, dated September 2, 2008, and filed September 8, 2008 (granting Partial Summary Judgment)	157
b	Judgment In A Civil Cased dated and filed August 18, 2008	171
	Certificate of Counsel	172A

VOLUME NO 2

TRO Hearing held on April 18, 2007	173
Summary Judgment Hearing held on August 18, 2008	183

<i>Assignment and Indemnification Agreement</i> Between Helen Sasser, Levon Dunn, and Pamela S Dunn dated September 6, 2006, and filed September 11, 2006	226
<i>Consent to Covenants and Restrictions by</i> Levon Dunn and Pamela S Dunn dated September 6, 2006, and filed September 11, 2006	232
<i>Deed from Helen Sasser to M T Coleman,</i> <i>Stoney Harrelson, Creole Harrison,</i> <i>David Croyle, Linda Croyle, Thomas</i> <i>Meyer, and Marie Meyer dated</i> September 5, 1991, and filed in the Office of the Clerk of Court for Georgetown County on September 5, 1991, in Deed Book No 441 at Page 14	237
<i>Deed from Helen Sasser to Joseph A Holmes</i> dated March 17, 1983, and filed in the Office of the Clerk of Court for Georgetown County on March 18, 1983, in Deed Book No 207 at Page 758	243
<i>Deed from Carl B Singleton, Sr and Eula V</i> <i>Singleton to Levon Dunn dated February 25,</i> 1985, and filed in the Office of the Clerk of Court for Georgetown County on February 26, 1985, in Deed Book No 224 at Page 581	246
<i>Title to Real Estate between Riverside, Inc</i> <i>and Levon Dunn dated September 9, 1994,</i> and filed on September 29, 1994, in Office of the Clerk of Court for Georgetown County on September 29, 1994, in Deed Book No 594 at Page 43	250

Plats from Woodland Plantation subdivision	255
Excerpts from the Deposition of Judge Haskell Thomas Abbott, III, sworn to on November 19, 2007 – pages 1 – 112 (with attached exhibits)	258
a Exh No 4 – Deed from Helen Sasser to M T Coleman, Stoney Harrelson, Creole Harrison, David Croyle, Linda Croyle, Thomas Meyer, and Marie Meyer dated September 5, 1991, and filed in the Office of the Clerk of Court for Georgetown County on September 5, 1991, in Deed Book No 441 at Page 14	372
Certificate of Counsel	377A

VOLUME NO 3

Excerpts from the Deposition of Helen Paisley Sasser, sworn to on November 20, 2007	378
Excerpts from the Deposition of Levon Dunn, sworn to on November 20, 2007	408
Excerpts from the Deposition of Pamela Shaw Dunn, sworn to on November 20, 2007	441
Excerpts from the Deposition of Rupert Stalvey, sworn to on May 1, 2008	469
Excerpts from the Deposition of Linda Courtney, sworn to on July 8, 2008	511
Certificate of Counsel	517

STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

COUNTY OF GEORGETOWN

AJG HOLDINGS LLC, STALVEY
HOLDINGS LLC, DAVID CROYLE,
LINDA CROYLE, JEAN C ABBOTT,
LYNDA T COURTNEY, SUMTER L
LANGSTON, DIANE LANGSTON,
CARL B SINGLETON, JR ,
VIRGINIA M OWENS and STONEY
HARRELSON,

Plaintiffs,

vs

CASE NO 2006-CP-22-914

LEVON DUNN, PAMELA S DUNN,
and HELEN SASSER,

Defendants

DEPOSITION OF HELEN PAISLEY SASSER

DATE November 20, 2007

TIME 2 28 p m

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ALSO PRESENT

Levon Dunn
Pamela Dunn
Sumter Langston
Diane Langston

(INDEX AT REAR OF TRANSCRIPT)

375

1 HELEN PAISLEY SASSER,
2 being first duly sworn, was examined and testified
3 as follows

4 EXAMINATION

5 BY MR SCOVILLE

6 Q Please state your full name

7 A Helen Paisley Sasser

8 Q And Ms Sasser, where do you live?

9 A 411 Sasser Lane, Conway

10 MR TISDALE Jack, before we get
11 started, I just want her to know, if you feel like
12 taking a break before he finishes, just say so, and
13 we'll take one

14 BY MR SCOVILLE

15 Q Have you ever given a deposition
16 before?

17 A No

18 Q Never been involved in a case like
19 this?

20 A (Witness moves head from side to side)

21 Q You are being represented in this
22 lawsuit, as I understand it, by Mr Tisdale And
23 once the deposition starts, I think you might be
24 able to refer to consult with him on documents and
25 that kind of thing But insofar as if you have any

1 questions about my questions or whatever, you need
2 to address them to me Okay?

3 MR TISDALE That's correct

4 BY MR SCOVILLE

5 Q I hope you won't have any questions
6 about anything But if you do, I'll try to answer
7 them If you don't understand my question, please
8 don't hesitate to ask me to rephrase it I mumble
9 sometimes, and sometimes I'm not the most coherent
10 questioner

11 MR TISDALE We'll agree to that

12 BY MR SCOVILLE

13 Q Please don't hesitate to ask me to
14 rephrase any questions that I have Now, one of --
15 do you know what this lawsuit is about? Do you
16 know what we're suing here over?

17 A Basically

18 Q What is your understanding what the
19 lawsuit is about?

20 A I basically understand that you're
21 saying that I don't have the right to give -- to
22 designate to Levon to be the developer of the
23 property I had at Plantersville

24 Q That's a good summary I think that
25 would summarize a lot How did you come to develop

1 what we've called the Sasser Subdivision?

2 A I don't understand that

3 Q As I understand it, that you were an
4 heir to the property that was known as Woodlawn
5 Plantation?

6 A Woodland Plantation

7 Q Woodland Plantation And then a
8 partition lawsuit was brought at one point in time?

9 A That's right

10 Q And as a result, all the heirs divided
11 up the property Is that correct?

12 A Yes

13 Q And was Sonny Green a relative of
14 yours?

15 A No

16 Q Was he involved?

17 A He was a member of the club

18 Q But he had some kind of -- was it an
19 inheritance situation? Are y'all --

20 A With Sonny?

21 Q Yes, ma'am How did he end up with an
22 interest in the property?

23 A I don't know whether his daddy had an
24 interest in it, but I think Sonny bought it
25 outright I'm not sure of that, but that's what I

1 think

2 Q Do you recall how much property you
3 ended up getting?

4 A No, I don't

5 Q You don't remember the total acreage
6 you got out of the partition?

7 A No, I don't

8 Q Did the property that we're in dispute
9 over here behind the Prince Frederick Church, did
10 you get that property as a result of the partition
11 suit?

12 A Yes, I did

13 Q And you subsequently subdivided that,
14 is that correct?

15 A Yes, I did

16 Q Do you recall why you subdivided it?
17 Was there any particular reason to do that, or were
18 you just trying to maximize your money?

19 A My mother at that time was in a nursing
20 home, and I had to maximize my money, and that was
21 the quickest way to do it

22 Q I'm going to show you a document here
23 It's a set of documents that was introduced into
24 exhibits -- into evidence yesterday as Exhibit
25 Number 4 And it contains several deeds and all

1 And I'm going to show you one that's part here
2 This is a deed from Helen Sasser to Joseph A
3 Holmes And in this packet, it has deed book
4 number 207, page 758 And this appears to be a
5 deed conveying lot number 6 And if you would look
6 at that for a second and tell me if you can
7 identify that document, and if you signed it, and
8 then I'm going to ask you a few questions about it

9 A I can identify my signature, but I
10 would have to read the entire document

11 MR TISDALE Well, turn to the second
12 page and see if you signed it

13 BY MR SCOVILLE

14 Q I'm going to ask you about the
15 restrictive covenants in that deed is what I'm
16 interested in

17 A That's my signature

18 MR TISDALE She's identified her
19 signature He's going to want to ask you about
20 this, which he will tell you, I think, are
21 restrictions

22 THE WITNESS Okay

23 BY MR SCOVILLE

24 Q Can you identify that document now?

25 A It looks like the one -- the deed that

1 was made It's my signature

2 Q Okay Do you recognize those
3 restrictive covenants contained therein?

4 A Yes

5 Q Do you recall these restrictive
6 covenants now?

7 A Yes, I do

8 Q Do you recall who prepared these? Did
9 you write these out yourself, or did you have a
10 lawyer do it for you?

11 A I had an attorney, but I wrote out --
12 not in legal terms, but I basically wrote out what
13 I wanted, and he put it in legal terms

14 Q And do you recall who that lawyer was?

15 A No, I don't

16 Q Was it Allen Ray?

17 A Is his signature on there?

18 Q I don't know It looks like somebody
19 named Ray JoAnn Ray, does that sound familiar?

20 A I tell you who it was That was JoAnn
21 Burroughs That would have been Phil Sasser

22 Q Is Phil related to you?

23 A My first cousin

24 Q Now, look at the first paragraph of the
25 descriptions It says This conveyance is made

1 subject to the following restrictive covenants
2 which are deemed to be running with the land and
3 are bound on the purchaser, his heirs and assigns

4 What is your understanding of running
5 with the land? What does that mean to you?

6 A Running with the land?

7 Q Yes, ma'am

8 MR TISDALE Object to the form
9 Legal conclusion But go ahead, Ms Sasser

10 THE WITNESS I don't understand
11 BY MR SCOVILLE

12 Q You say that these restrictions are
13 deemed to be running with the land? What is your
14 understanding of what that phrase means?

15 A I absolutely don't know

16 Q And it says And are bound on the
17 purchaser, his heirs and assigns

18 What does that mean to you, purchaser,
19 his heirs and assigns?

20 A I guess whoever purchased the property
21 and who would inherit it or his family or whatever

22 Q And would it also include people that
23 the purchaser sold it to?

24 MR TISDALE I object to this line,
25 legal conclusion But go ahead Can that continue

1 so I don't have to keep interrupting you?

2 MR SCOVILLE Sure

3 MR TISDALE Whatever he asks you
4 about, just answer the best you can, if you know

5 THE WITNESS Say it again

6 BY MR SCOVILLE

7 Q It says It's bound on the purchaser,
8 his heirs and assigns And as I understand it, you
9 explained that his heirs would be his -- people who
10 inherited from him What do you understand the
11 word assigns to mean?

12 A I don't know

13 Q Would that include people that the
14 purchaser sold the property to?

15 A I would imagine so

16 Q You don't think these apply only to
17 people who inherit from a purchaser, do you?

18 A Do I think that these restrictions are
19 only binding to the heirs?

20 Q Yes, ma'am You don't think that, do
21 you?

22 A No

23 Q So if someone bought it from you and
24 then turned around and sold the lot, the
25 restrictions would apply to them also, correct?

1 A Yes

2 Q Is that what you meant by assigns when
3 you used it here? Do you have any idea?

4 A I'm telling you the best of my ability

5 Q Yes, ma'am Now, number 1, it says
6 At the expression, quote, developer, closed quote,
7 as used herein shall be construed to mean Helen
8 Sasser, her heirs and assigns

9 Is that correct?

10 A Yes

11 Q So that designates you as the developer
12 as used in this document Do you agree with that?

13 A Yes

14 Q And that would apply to your heirs?

15 A If I -- to me, it would mean if I died,
16 my children would inherit the right

17 Q And what about the word assigns, what
18 did that mean?

19 A I don't guess it would apply here
20 unless it applied to their children

21 Q Okay So you're saying the word heirs
22 has affect, but the word assigns does not?

23 A Well, I'm saying the assigns could
24 have -- well, grandchildren could be heirs or
25 grandchildren could be assigns, I guess where you

1 want to put it

2 Q Are you saying you didn't have the
3 right to assign this?

4 A I don't really know exactly what you're
5 saying

6 Q I'm just asking what you understand
7 this to mean This is your language, and I'm just
8 wondering if you have any idea what you meant by
9 it

10 A This is legal terminology, and I'm not
11 a lawyer

12 Q Whatever the legal interpretation and
13 definitions would apply is what you intended Is
14 that fair to say?

15 A Yeah, I guess so

16 Q Okay Now, the next paragraph, it
17 says No lots shall be used for commercial
18 purposes without express written consent from the
19 developer

20 A That's right

21 Q And that's pretty clear, don't you
22 think?

23 A Yeah

24 Q If someone wanted to use the property
25 for a commercial purpose, they would have to have a

1 written consent from the developer?

2 A Right

3 Q And if you were the developer, that
4 would be you, correct?

5 A That's correct

6 Q And then the next paragraph says No
7 lots shall be divided or subdivided without written
8 consent of the developer

9 That's pretty straightforward, don't
10 you think?

11 A Right

12 Q Number 4, no more than one building
13 shall be erected on any one lot

14 That's pretty clear to you, isn't it?

15 A Right

16 Q Okay Number 5, no building shall be
17 erected or altered on any lot until the building
18 plans or alteration plans in location on the said
19 lot shall have been approved by the developer
20 There will be no size restrictions restriction on
21 the building The proposed building must blend
22 with the others in the development and not detract
23 from the value of the lots in the subdivision

24 Now, let me ask you this Has anyone
25 come to you and submitted their plans to build on

1 one of these lots?

2 A Well, I haven't seen -- I did not see
3 all the plans, because some of the houses were
4 built after, you know, I didn't have a house down
5 there any more

6 Q When was that? How long has it been
7 since you've had a house down there?

8 A I don't know

9 Q Do you think it's been ten years, 20
10 years?

11 A It's been -- let's see, it's been 18,
12 19 years ago

13 Q So no one submitted any plans for use
14 for 18 or 19 years Is that true?

15 A Yes

16 Q Have you been down there in the last 18
17 or 19 years?

18 A Maybe once

19 Q Have you ever inquired to see if anyone
20 was building down there in violation of your
21 requirement here?

22 A No, I didn't

23 Q Why didn't you do that?

24 A Why should I?

25 Q Well, I don't know I'm asking you I

1 mean, if you had the --

2 MR TISDALE She answered

3 BY MR SCOVILLE

4 Q Well, I would assume if you were
5 interested in enforcing the restrictive covenants,
6 you would have made inquiry

7 A I'll tell you exactly why I didn't go

8 Q Okay

9 A The last thing in the world I ever
10 wanted to do is sell this place And if I don't
11 have to have any -- because the best memories of my
12 whole life was down there But this was something
13 I had to do But I don't -- I don't wish to go
14 back there and remember things that are pleasant
15 and look at things that hurt And I just prefer
16 not going

17 Q Yes, ma'am Well, is it fair to say
18 that you have basically not exhibited or exercised
19 any development rights since you sold your property
20 down there?

21 A No

22 Q Why is that?

23 A I didn't know of anything I wanted to
24 do at the time

25 Q Okay Have you done anything with

1 these restrictive covenants since you sold all your
2 property down there?

3 A No

4 Q And why would that be?

5 A Well, I guess maybe -- the only thing
6 that I retained down there at that property was a
7 lifetime right to that fishing pond, and I haven't
8 been fishing

9 Q Okay Now, can you make out -- all
10 right, let me show you another deed If you'll
11 look at the first page of Exhibit Number 4 -- I
12 think you've got Exhibit 4 with you -- will you
13 look at that document? I think that's the deed
14 from you to Mr Coleman and some other people Is
15 that correct?

16 A You know, I can't remember just by
17 looking at a page to tell you the truth whether
18 this is the same document or not I can identify
19 if my signature is on it somewhere

20 Q Well, this would be a deed recorded in
21 deed book 441 at page 14

22 A That's my signature

23 MR TISDALE I don't know whether it
24 would speed things along or not I know you have a
25 reason for questioning, but obviously whatever it

1 is, it is

2 BY MR SCOVILLE

3 Q Do you recall this document at all,
4 Ms Sasser?

5 A Do I recall the document?

6 Q Yes, ma'am

7 A I recall at the time doing the
8 document But as far as remembering this, to tell
9 you that I can look at this and tell you this is
10 the same document, I can't But I can certainly
11 identify my signature

12 Q Is that your signature on this?

13 A Yes, it is

14 Q Do you have any reason to think this is
15 not a true and correct copy?

16 A I have no reason to think it's not the
17 same document

18 Q Yes, ma'am This was put in the record
19 by your attorney, Mr Tisdale

20 MR TISDALE We stipulate that the
21 document is authentic In fact, all of them are
22 authentic, all the deeds

23 BY MR SCOVILLE

24 Q Okay, that's no problem Let me ask
25 you this In this deed, it says that you, Helen

1 Sasser, for \$92,500 paid to you by M T Coleman,
2 Stoney Harrelson, Creola C Harrelson, David M
3 Croyle, and Linda C Croyle, and Thomas C Meyer,
4 and Marie D Meyer, conveyed all the property
5 described in the deed, and in various percentages,
6 and it goes through and lists that Then on page
7 17, it lists the properties Could you look over
8 on page 17?

9 A Where is 17?

10 MR TISDALE Page 17 is right here
11 Now, I want to tell her -- and I think you might
12 have said to her earlier -- any time you need to
13 talk about one of these documents he asks you about
14 with me, we can go outside and talk about it

15 THE WITNESS Okay

16 MR TISDALE If you need to

17 BY MR SCOVILLE

18 Q Okay Now, when you look -- do you see
19 that description?

20 A Which one -- where it says all?

21 Q Yes, ma'am, the language here

22 A Yeah

23 Q If you'll look down at the next to the
24 last paragraph, it says It is the intent of the
25 grantor herein to convey to the grantees all of the

1 ownership interest of approximately 18 32 acres
2 being the remaining portions of the tracts
3 heretofore conveyed to her by D W Green, et al ,
4 by deed dated July 28, 1978, recorded July 31, 1978
5 in deed book 160 at page 772, Office of Clerk of
6 Court for Georgetown County Do you see that,
7 Ms Sasser?

8 A Yes, I do

9 Q What do you understand that language to
10 mean?

11 A It means I sold them the property

12 Q You sold everything you owned?

13 A I sold her the property

14 MR TISDALE She answered it, Jack,
15 and I object to the form of that question because
16 she had already answered it

17 BY MR SCOVILLE

18 Q You sold her the property?

19 A Yes

20 Q And does it say all the property or all
21 the ownership interest?

22 MR TISDALE I object to the form of
23 that question She's already answered it

24 BY MR SCOVILLE

25 Q Answer the question, please,

1 Ms Sasser Does the paragraph say all of the
2 property or all of her ownership interest?

3 MR TISDALE You're asking what she
4 did She answered

5 MR SCOVILLE I'm asking her a
6 different question, Mr Tisdale And you are
7 making objections that are improper Now, please
8 let me finish with the witness

9 MR TISDALE I'm objecting to the form
10 of the question

11 MR SCOVILLE I didn't ask an improper
12 question, okay?

13 BY MR SCOVILLE

14 Q Now, does the provision state that you
15 sold all the property or all of her ownership
16 interest? What language is used there, Ms Sasser?

17 A It says here that I sold them all of my
18 ownership interest That's what this paper says
19 To me, that was my property

20 Q Yes, ma'am And that would be what?
21 Would that be any property that you owned?

22 A I don't understand that question

23 Q Well, it says all of your ownership
24 interest, so it's not just -- do you know what
25 personal property is?

1 A Explain it

2 Q Well, you've got real property, which
3 is land and everything that's pertinent to land,
4 okay, rights in land, things of that And then you
5 have personal property, which is things like
6 furniture, cash, jewelry, things of that nature

7 A To me, when I sold property, I sold
8 property

9 Q Yes, ma'am Did you sell everything in
10 the property?

11 A Everything in the property?

12 Q Yes, ma'am

13 A I sold all the property

14 Q Yes, ma'am Whatever kind of property
15 it was? If it was all the property you had in
16 something, you sold all your property, right?

17 A Yeah

18 Q Now I want you to go to the next page

19 A Okay

20 Q The third paragraph down says It is
21 the intent of the grantor herein to convey all
22 remaining property as contained in the deed to the
23 grantor herein by deed of D W Green, et al , dated
24 July 28, 1978, and recorded July 31, 1978, in deed
25 book 160 at page 772, Office of the Clerk of Court

1 for Georgetown County

2 Do you see that paragraph?

3 A Yes, I do

4 Q Now, is that the same -- when it
5 references property contained in the deed from D W
6 Green, is that the same deed referred to in the
7 paragraph on page 17 that we just talked about?

8 A I don't know

9 Q Well, 17, doesn't it refer to deed book
10 160, page 772?

11 MR TISDALE She's answered the
12 question

13 MR SCOVILLE Well, I'm asking her --

14 THE WITNESS I can't tell you to say
15 my name what deed book, what page I can't tell
16 you any of that

17 BY MR SCOVILLE

18 Q Yes, ma'am But if you'll look at the
19 paragraphs, I think they tell you the answer,
20 Ms Sasser

21 A Well, then there is no -- I shouldn't
22 have to answer it if it answers it itself

23 Q Well, I just want to -- isn't it a fact
24 that both paragraphs refer to the property or the
25 ownership interest in the property you got from

1 Sonny Green that was recorded in deed book 160 at
2 page 772?

3 A If that's what it says

4 Q That is what it says, isn't it?

5 A I'm trying to flip from one page to the
6 other

7 MR TISDALE Jack, I know you want to
8 question her But, honestly, we don't have any
9 objection to the authenticity of these documents
10 Whatever they say, they say I'm going to
11 stipulate that she agrees to it, whatever it says
12 We're not at issue about what it says

13 BY MR SCOVILLE

14 Q Don't those two paragraphs refer to the
15 same deed for Mr Green, Ms Sasser?

16 A Am I looking at the second paragraph
17 from the bottom on page 17?

18 Q Yes, ma'am

19 A And referring back to the paragraph --

20 Q Second paragraph from the top on page
21 18

22 A It says book 207 -- it says book 150

23 Q I think it says 160 at page 772?

24 A 160 at page 772 That's not the same
25 book and not the same page

1 Q Book 160 at page 772 is not the same
2 book and page as 160 at page 772?

3 A It doesn't match to me

4 MR TISDALE That's fine You're
5 doing fine Just answer his questions, if you can
6 BY MR TISDALE

7 Q Okay Now, let me also refer you over
8 here to page 15 of deed book 441 in that same
9 packet

10 A Where is that? Where is what he's
11 talking about?

12 Q You've got the first page

13 MR TISDALE Where are you, Jack?

14 MR SCOVILLE The second page on
15 Exhibit 4 is what I'm looking at, and it's deed
16 book 441 at page 15

17 MR TISDALE All right

18 BY MR SCOVILLE

19 Q Do you see the first paragraph there,
20 Ms Sasser, under where the stamps were put?

21 A I see where the stamps are

22 Q Do you see the first paragraph below
23 that starts with the word together?

24 A Yes

25 Q Would you read that paragraph for us,

1 please?

2 A Together with all and singular, the
3 rights, members -- I can't see it hardly

4 Q That would be hereditaments and the
5 pertinences to the said premises belonging or in
6 any wise incident or appertaining

7 MR TISDALE That's what it says We
8 agree I agree

9 THE WITNESS I don't know what it
10 means

11 BY MR SCOVILLE

12 Q Yes, ma'am Well, that's in your deed,
13 is it not?

14 A It's printed in this deed

15 Q And that's your signature down there at
16 the bottom?

17 A Yes, it is

18 Q And this was prepared for you by your
19 cousin, Phillip Sasser, correct? Isn't that
20 correct?

21 A Yeah

22 Q Now, as a result of this deed, what if
23 any interest did you own in any of that property
24 out there on the Pee Dee River?

25 A I beg your pardon?

1 Q Is it your contention you retained some
2 right in some manner to the property out there on
3 the Pee Dee River, in this property?

4 A When I sold it?

5 Q Yes, ma'am

6 A I retained the right to the fishing
7 pond

8 Q Okay And that's all you retained,
9 isn't it?

10 A Yes

11 Q Okay Now, you signed a document last
12 summer -- it wasn't last summer I guess it was
13 the summer before last

14 MR TISDALE '06, wasn't it?

15 BY MR SCOVILLE

16 Q September 6, 2006 Do you remember
17 signing that document there?

18 MR TISDALE That's the Assignment to
19 Levon Dunn

20 THE WITNESS Yes, I do

21 BY MR SCOVILLE

22 Q Tell me about how you came to sign
23 that, please

24 A How did I come to sign that?

25 Q Yes, ma'am

1 A Levon came to me and told me he was
2 interested in getting the title of developer And
3 I had not relinquished that right at any time And
4 he asked me if I would be willing to -- if he could
5 buy it from me, and I told him yes And he did the
6 document, and I signed it

7 Q Did you have a lawyer look at it before
8 you signed it?

9 A Yes, I did

10 Q Who did you have look at it?

11 A Eddie Bowers

12 Q Eddie Bowers?

13 A Um-hum

14 Q Where does he practice law?

15 A Myrtle Beach

16 Q Okay Did Levon tell you what he was
17 going to do once he got the Assignment?

18 A What was he going to do?

19 Q Yes, ma'am

20 A No, because he -- I guess he didn't
21 think it was any of my business

22 Q Well, when you set this subdivision up,
23 didn't you want to prevent anybody from having
24 commercial activities down there?

25 A At that time But as a woman, I retain

1 the right to change my mind

2 Q Yes, ma'am But that was part of your
3 plan, was it not?

4 A At that time

5 Q Did he tell you that was the purpose of
6 giving the assignment was to allow commercial uses
7 down there?

8 A He might have But offhand, I can't
9 answer that definitely He may have even wanted it
10 so that he could if he ever wanted to

11 Q And they had paid you the \$15,000?

12 A Yes

13 Q As part of the Assignment, do you
14 understand that they have to indemnify you for any
15 damages that you may be called upon to pay for
16 anything that arises out of this agreement?

17 A You'll have to say that in a different
18 language

19 Q Well, you understand my clients are
20 suing you for various things Do you understand
21 that?

22 A They're suing me?

23 Q Yes, ma'am

24 A For what?

25 Q For -- well, for breaching your -- you

1 to subdivide any of those lots, have you?

2 A No

3 Q And is it a fact or is it true that
4 since you signed this deed back in 1991, you
5 haven't done anything with that subdivision except
6 maybe go out there and fish?

7 A That's -- probably, yeah

8 Q No one has asked you to do anything out
9 there, have they?

10 A No

11 Q And you've never tried to do anything?

12 A No

13 MR SCOVILLE Let me take a little
14 break

15 (Off-the-record conference)

16 MR SCOVILLE I don't have any more
17 questions at this time

18 EXAMINATION

19 BY MR TISDALE

20 Q Ms Sasser, I want to ask you one or
21 two questions Mr Scoville is finished Did you
22 intend to convey your rights as developer of this
23 property to Levon Dunn?

24 A Yes

25 Q And did you do that?

1 A Yes

2 Q Did you have any intention to convey
3 your rights as developer of that property to any
4 other person before then?

5 A No

6 Q Did you?

7 A No

8 MR TISDALE Thank you

9 (The witness, after having been advised
10 of her right to read and sign this transcript,
11 waives that right)

12 (The deposition was concluded at 3 10
13 p m)

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25

STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

COUNTY OF GEORGETOWN

AJG HOLDINGS LLC, STALVEY
HOLDINGS LLC, DAVID CROYLE,
LINDA CROYLE, JEAN C ABBOTT,
LYNDA T COURTNEY, SUMTER L
LANGSTON, DIANE LANGSTON,
CARL B SINGLETON, JR ,
VIRGINIA M OWENS and STONEY
HARRELSON,

CO-7

Plaintiffs,

vs

CASE NO 2006-CP-22-914

LEVON DUNN, PAMELA S DUNN,
and HELEN SASSER,
Defendants

DEPOSITION OF LEVON DUNN
DATE November 20, 2007
TIME 10 03 a m
LOCATION Law Offices of
Jack M Scoville
1001 Front Street
Georgetown, SC

TAKEN BY Counsel for the Plaintiffs

REPORTED BY Janice N Shepherd,
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Page 2

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ALSO PRESENT

Pamela Dunn
Judge Haskell Thomas Abbott, III
Sumter Langston
Diane Langston

(INDEX AT REAR OF TRANSCRIPT)

1 yes In his words, you can do anything you want in
2 the back, but not the front

3 We said okay

4 And they were there and wanted us to
5 sign the papers

6 Q We're going back to when Ms Abbott --

7 A Yes, I'm sorry And they presented the
8 papers to us and said they thought everybody had
9 signed the papers, which we didn't think they had
10 and found later they hadn't And Jeanie Abbott
11 said to us, if you don't sign these papers which
12 will put restriction on all your property, there
13 will be a lawsuit

14 Q Okay And do you recall what point in
15 time that occurred?

16 A I don't understand the question

17 Q Is that like the summer of 2006?

18 A When she came over there and Stoney and
19 paid us a visit

20 Q That was in the summer of 2006?

21 A Jack, I think so

22 Q Was that a confrontational-type meeting
23 or something, other than -- now you said she
24 threatened to sue you if you didn't sign it Other
25 than that, was it a cordial meeting?

Page 40

1 A It was cordial, yes

2 Q As a result of that, what, if anything,
3 did you do?

4 A Well, we told her we'd look into it

5 Q And did you look into it?

6 A We did

7 Q And what did you determine to do?

8 A We decided not to sign the paper that
9 would restrict our properties in the back, which
10 there is no commercial restriction on

11 Q Okay Now, have you had any other
12 meetings with any of the plaintiffs in this case
13 involving the lawsuit or the issues that are raised
14 in the lawsuit?

15 A Have I had any meetings with them?

16 Q Yes, sir

17 A Not that I can recall

18 Q So the time that Judge Abbott met with
19 you and the time that Ms Abbott and Mr Harrelson
20 met with you are the only time you met with the
21 defendants individually or as a group and
22 discussed --

23 A As I recall, that's all

24 Q Have you ever filled any property --
25 any areas on your property?

1 A What now?

2 Q Have you ever brought any fill onto
3 your property?

4 A Yes, I have

5 Q Tell me about that Where did you fill
6 any area on your property, and why did you do it?

7 A The drive coming in -- we were trying
8 to put a boat into the ramp And when we put our
9 boat in, the problem backing the boat up was a
10 little low, and we wanted to be able to turn the
11 boat around so we could back it in And, also, so
12 that -- there was some dirt put there

13 Q Okay And that was on your drive into
14 the property?

15 A It was on the property, but it was
16 close to the drive, you know

17 Q Anyplace else you put any fill material
18 on your property?

19 A No, sir

20 Q Never filled any wetlands or anything?

21 A Well, they ended up being some wetlands
22 there, yeah

23 Q Have you ever had a complaint with the
24 Corps of Engineers or OCRM about filling property?

25 A Well, we were turned in to -- that

Page 42

1 wetlands, and the Corps of Engineers came to see
2 us

3 Q What was the result of that?

4 A The results that they found, it was
5 14, 14 part of an acre that there was some
6 wetlands

7 Q That was filled?

8 A Um-hum

9 Q Did you have a permit for that?

10 A No, I didn't

11 Q Did they sanction you? Did you get a
12 ticket or a fine or anything like that?

13 A We sent in a negotiation, and we have a
14 mediator working on that

15 Q So that's still in controversy at this
16 point?

17 A Still in controversy

18 Q Who was your mediator?

19 A Earthworks does it, and I forgot the
20 mediator

21 Q So you hired Earthworks to handle it
22 for you?

23 A Um-hum

24 Q And do you know when it will be
25 resolved?

1 A I have no idea

2 Q Have you gotten any kind of orders from
3 the Corps or OCRM, or they just indicated to you
4 that they were investigating?

5 A They're working on it

6 Q Now, did you ever go to the Planning
7 Commission?

8 A No, sir

9 Q You never had any discussions with
10 anybody down in Georgetown Planning Department?

11 A No, sir

12 Q Who handled your building permits for
13 the work done on your property? Did you discuss
14 that?

15 A My wife and Ed Grove

16 Q And who is Ed Grove?

17 A Our contractor

18 Q And did he get the building permit?

19 A I have no idea

20 Q You don't know who got the building
21 permit?

22 A Hum-um

23 Q Did you have anything to do with that?

24 A No

25 Q Did you have any direct dealings with

Page 44

1 the contractor with the renovation of the building
2 or buildings out there?

3 A Say that again

4 Q Did you have any direct dealings with
5 the --

6 A Contractor?

7 Q Yes, sir

8 A Yes, sir, yes

9 Q Did you supervise him, or did you
10 just -- let me back up Let me ask it a bit more
11 clearly Between you and Ms Dunn, who was in
12 charge of the contractor?

13 A Ms Dunn

14 Q So she ran the show So she would know
15 about these details?

16 A Um-hum

17 Q And you never applied for the building
18 permit yourself?

19 A No, sir

20 Q Did you ever discuss the building
21 permit or the zoning or any of those kinds of
22 issues with anyone in the Georgetown County
23 Planning Department or Building Department?

24 A No, sir

25 Q So all the stuff about the stop work

1 order and all that was handled by Ms Dunn?

2 A I had nothing to do with it

3 Q You didn't have any conversations with
4 anybody down at the Planning Department or the
5 Building Department?

6 A No, sir

7 Q Do you know if the Building Department
8 issued a stop work order?

9 A Yes

10 Q Do you know why they did that?

11 A I don't know all the details on that

12 Q Did you see the stop work order?

13 A Yes, I think I did They showed it to
14 me later, yeah

15 Q Do you have a copy of the stop work
16 order?

17 A We have it somewhere, but I don't know
18 what it is

19 Q Do you recall what the basis for the
20 stop work order was?

21 A No

22 Q Do you recall what happened to the stop
23 work order? Was it lifted? Was it changed? What
24 happened?

25 A Well, they put a stop order, I think,

Page 46

1 1 00 or 2 00 in the afternoon and called -- or
2 contractor called us and said they put a stop order
3 on work and told all the people to stop working
4 And so my wife went and found out about it and went
5 down to Planning and Zoning immediately that
6 afternoon and cleared it up, and all our workers
7 were on the job the next day

8 Q So it only lasted a half a day?

9 A Less than hours probably

10 Q Now, who wrote your insurance policy on
11 your property over there? Do you have a homeowners
12 policy?

13 A Yeah, um-hum

14 Q Do you recall who wrote that policy?

15 A Stalvey

16 Q He was the agent?

17 A Right

18 Q And that's Mr Stalvey who is a
19 plaintiff?

20 A Um-hum, yes

21 Q And do you recall what kind of policy
22 it was?

23 A I don't recall

24 Q Was it a residential policy?

25 A I'm sure it was

1 Q It wasn't a commercial policy?

2 A Not a commercial, no

3 Q And at one point, y'all did intend to
4 have a bed and breakfast there, correct?

5 A The thoughts were there, yes

6 Q You advertised it?

7 A I said the thoughts were there, yes,
8 sir

9 Q Did you change your policy to a
10 commercial policy when you started running these
11 ads for your bed and breakfast?

12 A No, sir

13 Q Did you change your policy to a
14 commercial policy when you started running ads and
15 renting the property out for weddings?

16 A No, sir

17 Q Now, would you agree that a commercial
18 policy was required for those activities?

19 A No, sir

20 Q You don't Why is that?

21 A Well, I didn't know

22 Q You understand from the insurance
23 company's standpoint, there is a different risk,
24 and you need to have a different policy?

25 A Right You're right

Page 48

1 Q And if it came to an agent's attention
2 you were operating a commercial venture on your
3 property, that you should have the proper policy in
4 place, correct?

5 A What piece of property are you talking
6 about?

7 Q Any of your property that's covered by
8 your policy

9 A Okay

10 Q Do you agree with that?

11 A Say that one more time

12 Q That if your agent became aware that
13 you were operating a commercial venture on your
14 property but you didn't have a commercial insurance
15 policy, that that should be brought to the
16 attention of the insurance company Do you
17 disagree with that?

18 A There are two factors involved Say
19 that one more time, please I'm sorry

20 Q As I understand it, Mr Stalvey, when
21 he became aware that you were proposing to operate
22 a commercial venture on your property, reported
23 that to your insurance carrier Is that your
24 understanding?

25 A That was reported before we had any

1 activity

2 Q Yes, sir But it was after you were
3 running these ads and stuff, correct?

4 A No That was reported before we had
5 any activity, to stop our insurance on our house
6 That was happening before we had any activity
7 whatsoever

8 Q What do you mean, activity?

9 A Well, any activity, the weddings in the
10 back or whatever

11 Q Were you not at some point before you
12 had any activity running these ads?

13 A No The ads were run before we had
14 activity

15 Q That's right

16 A Yeah

17 Q When did he report it to the insurance
18 carrier that you were operating or planning on
19 operating a commercial venture?

20 A Shortly after they found out we were
21 planning to do a B&B

22 Q And you fault Mr Stalvey for doing
23 that?

24 A I fault Mr Stalvey for stopping the
25 insurance We hadn't had any activity at all

Page 50

1 Q Did they cancel your policy or just
2 write you and say that we have to investigate it?

3 A I don't know all the details, because
4 my wife was handling it But I think what they did
5 was they called my office and wanted to know, did
6 we have a commercial property, we're doing a B&B
7 And we said, no, we're not

8 Q So what else happened after that?

9 A I don't know all the details

10 Q Was your policy canceled?

11 A No, the policy wasn't canceled, but
12 they had threatened to cancel our policy

13 Q What was the basis for threatening to
14 cancel it?

15 A Misinformation given to them

16 Q And that was what?

17 A That we were doing a B&B

18 Q But is it a fair statement that you
19 intended to do a B&B on the property if the
20 business was there?

21 A At some point

22 Q And you were running ads to operate a
23 B&B?

24 A Um-hum

25 Q And you were putting stuff on the

1 A I don't know how to answer that

2 Q Do you think they've caused you injury?

3 A Sure

4 Q What have they done to injure you?

5 A Well, there are a lot of things And I
6 don't know all the details, and it would be hard to
7 sit here and talk, you know, different situations
8 that they have

9 Q Well, tell me everything We've got
10 all day Go ahead tell me everything you can think
11 of

12 A I really don't know how to answer

13 Q What have they done to wrongfully
14 injure you?

15 A I don't know how to answer it

16 Q You brought a lawsuit, Mr Dunn, that
17 says they have done that

18 MR TISDALE Objection to the form
19 because it's calling for legal conclusions
20 BY MR SCOVILLE

21 Q Go ahead and answer

22 A I don't know how to answer it

23 Q Okay Let me ask you again How have
24 the plaintiffs wrongfully caused you injury?

25 A I don't know how to answer that

Page 88

1 Q Okay How have the plaintiffs caused
2 you injury?

3 A I don't know how to answer that

4 Q Okay So you're refusing to answer it?

5 MR TISDALE No, he's not refusing to
6 answer He's saying he can't answer it

7 BY MR SCOVILLE

8 Q What injury have the plaintiffs caused
9 you?

10 A I don't know how to answer it

11 Q Mr Dunn, I'm going to take you before
12 the court and have you ordered to do this Now,
13 that's a fair question You've sued them asking
14 for damages for injury I'm asking you to tell me
15 what those injuries are How can you sit here and
16 tell me you don't know how to answer that when you
17 brought a lawsuit saying they've done that?

18 A That's correct

19 Q All right What injury have they
20 caused you?

21 A I don't know how to answer that

22 Q Okay What damages have you suffered
23 by anything any plaintiffs have done to you?

24 A Well, the steering of it, different
25 things that happened, Tommy bringing the papers

1 over, not shocking us with the paper, not sitting
2 down and talking to us or coming over and saying --
3 you know, we were willing to talk if they'd come
4 over and talk to us, putting the papers in front of
5 us At that time I had a little seizure-type
6 thing, and I had to go to the doctor the next day
7 And he immediately put me on high blood pressure,
8 and I've been on high blood pressure ever since

9 Q Okay So you're claiming that by them
10 going to you with papers --

11 A I'm not claiming -- I'm sorry

12 Q Are you saying that was caused by
13 something they did?

14 A I'm not saying it was caused, but it
15 happened at that time

16 Q Well, okay So you're not claiming
17 that your high blood pressure was caused by
18 anything the plaintiffs did?

19 A At that direction at that time, it did
20 happen, yes

21 Q So you are claiming that your high
22 blood pressure was caused by the plaintiffs?

23 A To my knowledge, yes

24 Q All right Have you discussed that
25 with your doctor?

Page 90

1 A Yes, I have

2 Q What does he say?

3 A Well, he says that my blood pressure
4 was okay until then, and then it went up and
5 wouldn't come down

6 Q Who is your doctor?

7 A Dr Vandergriff

8 Q Who?

9 A Vandergriff

10 Q Vandergriff?

11 A Um-hum

12 Q And when is the last time you saw him?

13 A About three months ago

14 Q Anything other than your high blood
15 pressure?

16 A I don't know how to answer that

17 Q Okay You have alleged repeatedly that
18 you're entitled to actual damages I don't see any
19 allegation of any physical harm caused to you other
20 than general allegations that you have suffered
21 damage, suffered damage, suffered damage So
22 you've said that you think the damage you have
23 suffered is high blood pressure?

24 A That's one

25 Q That's one, okay Tell me every other

1 damage you claim that the plaintiffs have caused
2 you

3 A I don't know how to answer that

4 Q Have they caused you other damage?

5 A Sure

6 Q Okay What are they?

7 A I don't know all the details, but
8 nerves are shot, make me nervous, and having
9 diarrhea, you know, when they come by or peek in
10 the window or look

11 Q And what?

12 A They look, you know, come over and
13 stare or pull in the driveway and see what we're
14 doing It's kind of nerve wracking

15 Q So they're causing you to be nervous?

16 A Um-hum

17 Q Anything else?

18 A That's it

19 Q So the damages you're claiming in this
20 lawsuit are that you've suffered high blood
21 pressure and your nerves are shot?

22 A Um-hum

23 Q Any other damages you're claiming in
24 this case?

25 A No, sir

Page 92

1 Q That's it? That's the sum total of
2 damages you're claiming in this case?

3 A And I'm taking high blood pressure
4 medicine

5 Q That goes to your high blood pressure,
6 right?

7 A And cholesterol

8 Q You're not claiming they caused you to
9 have cholesterol?

10 A No, I just made a statement

11 Q Any other medication you're taking?

12 A No

13 Q So you're taking medicine for high
14 blood pressure and medicine for cholesterol What
15 is that, Lipitor?

16 A Something similar to it

17 Q Okay Have you been to the doctor for
18 your nerves?

19 A Yes

20 Q He's not prescribing any medication for
21 your nerves?

22 A Yes, there is a small pill he did
23 prescribe, but I don't try to take it unless I have
24 to

25 Q So he has prescribed something for you,

1 but you don't take it?

2 A Whenever I need it, I do

3 Q What is it?

4 A I don't know the name of it

5 Q Xanax, something like that?

6 A Some small pill

7 Q Anything else, high blood pressure and
8 your nerves?

9 A Um-hum

10 Q That's the sum total of your damages?

11 A Um-hum

12 Q You have to say yes or no

13 A No

14 Q Anything else?

15 A No The damage, too, it's cost us a
16 lot of money

17 Q In what way?

18 A Attorney fees and other things

19 Q Okay Besides attorneys' fees?

20 A That's the main thing, attorney fees

21 Q How much have you spent on attorney
22 fees today?

23 A I have no idea, but it's a lot

24 Q Is it more than \$20,000?

25 A Yes

Page 94

1 Q More than \$50,000?

2 A I can't speculate, but I can give you
3 the facts on it and give you a copy of the bills

4 Q Well, will you do that, please?

5 A Sure

6 (This page contains information to be
7 supplied by counsel and/or the deponent)

8 BY MR TISDALE

9 Q How much are you paying Mr Tisdale by
10 the hour?

11 A 350

12 Q The lady that was here yesterday, are
13 you paying her that sat with them?

14 A Yes, but I don't know the situation on
15 that

16 Q Is she a lawyer or a paralegal?

17 MR TISDALE Paralegal

18 BY MR SCOVILLE

19 Q Are you being charged paralegal time?

20 A Um-hum

21 Q Anything else?

22 A That's all I know

23 Q Do you think you paid more than \$30,000
24 to date?

25 A We'll get you the documents so you'll

1 know exactly how much it is

2 Q So you're claiming attorneys' fees
3 Anything else you're claiming?

4 A Hum-um

5 Q So damages for high blood pressure,
6 nerves being shot, and your attorneys' fees Any
7 other damages you're claiming?

8 A No

9 Q In paragraph 42, you allege -- this is
10 in reference to the proposed restrictions they
11 asked you to put on your property And you've gone
12 to allege Plaintiffs have attempted to threaten
13 and intimidate the Dunn defendants into signing the
14 document by various methods, including but not
15 limiting to informing the defendants that all the
16 neighbors had signed the document and further
17 threatened that, if the defendants did not sign the
18 document, they would be sued

19 Now, who said to you that all the
20 neighbors had signed the document?

21 A Jeanie Abbott

22 Q When did she say that?

23 A When she came over to visit with Stoney
24 Harrelson

25 Q Okay Did anyone else say that to you?

Page 96

1 A No

2 Q And you say you subsequently learned
3 all the neighbors had not signed the document?

4 A According to the neighbors, they had
5 not all signed it

6 Q Do you know who has not signed it?

7 A No, I don't know

8 Q Do you know that most of them did sign
9 it?

10 A I don't know if most of them signed it,
11 no

12 Q Have you ever looked at the signature
13 page?

14 A They never presented a signature page

15 Q You've never seen it, so you don't know
16 if they signed it or not?

17 A But my neighbors told me they didn't

18 Q Who told you they didn't sign it?

19 A Louise Whipple and Dan Drost and Lungs

20 Q Anybody else?

21 A No, but they have talked to other
22 people that hadn't signed it, but I don't
23 remember --

24 Q All right Louise Whipple, Dan Cross
25 and -- they said they wouldn't sign it?

1 A Um-hum

2 Q But Charles Sasser in your presence,
3 you have no recollection of him saying Tommy Abbott
4 intended to bring a lawsuit to injure and damage
5 the defendants?

6 A The way he said it to me, the reason he
7 hadn't brought the lawsuit sooner, that he was
8 waiting for the right judge

9 Q Okay Did Sasser say anything to you
10 about Tommy Abbott intending to bring a lawsuit to
11 injure and damage the defendants?

12 A No

13 Q Did Ms Sasser ever tell you that
14 that's what Charles said?

15 A No

16 Q What is the source of the information
17 for this allegation?

18 A I have no idea You'll have to ask my
19 wife that

20 Q Do you think she was the source of that
21 information?

22 A No

23 Q You don't know? You go on to say that
24 H T Abbott contacted Mr Owens with the U S Army
25 Corps of Engineers -- no, excuse me -- that H T

Page 116

1 Abbott contacted Mr Owens, and that would be
2 Mr Coleman Owens, who had reported y'all to the
3 Corps of Engineers?

4 A That was our assumption because he has
5 never been by the house or never been -- Tommy has
6 walked back while we were doing something, and
7 that's our assumption, that the only person that
8 could have would have been Tommy Abbott telling him
9 to do that

10 Q So this is just pure speculation on
11 your part?

12 A Right, that was our assumption

13 Q You never talked to Mr Owens about it?

14 A No

15 Q You never talked to anybody at the
16 Corps about it?

17 A No -- yeah, yeah, did talk to the
18 people at the Corps about it, and --

19 Q I mean about who reported you and why
20 you were reported

21 A It was reported by --

22 Q Mr Owens?

23 A -- Mr Owens

24 Q Did the Corps tell you anything about
25 Mr Abbott's involvement?

1 A No, no

2 Q You go on and say that Mr Abbott asked
3 Mr Owens and others to continue to make such
4 reports Do you have any basis for that
5 allegation?

6 A No

7 Q Then you go on to say The plaintiffs
8 have continuously sent private investigators to
9 conduct surveillance on the Dunn property, to take
10 pictures of the property by water and by land, and
11 to interrupt the Dunns' use and enjoyment of their
12 land, to invade their privacy, and to wrongfully
13 harass them in furtherance of their unlawful
14 conspiracy

15 I take it this is an allegation about
16 the guy in the pontoon boat?

17 A Yeah

18 Q Anything else besides that?

19 A No

20 Q Are you satisfied about that?

21 A Yeah We found out who it was, and
22 we're satisfied

23 Q Next, you say that you left your house
24 for a walk and noticed Linda Croyle parked in the
25 driveway to next to H T Abbott's home Upon

Page 118

1 further inspection, Mr Dunn noticed that plaintiff
2 Croyle was taking pictures of his grounds and his
3 home

4 Do you know that of your own personal
5 knowledge?

6 A I saw it

7 Q You saw her taking pictures of your
8 grounds and your home?

9 A I did

10 Q Was she taking pictures inside your
11 windows or anything like that?

12 A No, on the ground

13 Q On Mrs Abbott's property taking
14 pictures of your ground?

15 A That's correct

16 Q Okay And the next paragraph is all
17 this stuff has been done to harass, intimidate,
18 threaten, et cetera, et cetera, and have caused
19 damage to the defendants, including financial,
20 physical, and emotional damage in an amount to be
21 proven at trial Defendants have joined together
22 and made an agreement to injure and damage the
23 Dunns without any legal basis for such actions, and
24 such behavior is an unlawful conspiracy

25 Other than the damages you have told me

1 talking again about the stop work order And
2 that's information that we have to get from
3 Mrs Dunn, is that correct?

4 A Yes

5 Q And you said As a result of the
6 actions of the plaintiffs in attempting to procure
7 the breach of the contract for insurance,
8 defendants have suffered damage for which the
9 plaintiffs are liable

10 Now, how were you damaged as a result
11 of the plaintiffs' attempting to procure the breach
12 of your contract of insurance?

13 A I'll let me wife answer that

14 Q The contract of insurance was never
15 breached, was it?

16 A I don't think it was

17 Q In fact, once you explained the
18 situation to them, everything was corrected?

19 A It was an ongoing situation, but I
20 don't know all the details

21 Q Okay Then under civil conspiracy,
22 you've alleged you've lost the quiet use and
23 enjoyment of your property How have they
24 interfered with the quiet use and enjoyment of your
25 property?

Page 124

1 A A lot of traffic from the neighbors has
2 pulled in every so often just to check and see what
3 we're doing

4 Q They pull onto your property?

5 A No, no, not my property, but they pull
6 in just to check Unusual, not a regular
7 drive-through

8 Q Okay Anything else?

9 A No, sir

10 Q They're just driving through and
11 checking on what you're doing with your property?

12 A Yes, sir

13 Q They don't come onto your property?

14 A No, sir

15 Q They don't say anything to you?

16 A No, sir

17 Q They just ride by and look?

18 A Um-hum

19 Q It says you've suffered damage to your
20 reputations in the community What does that mean?

21 A Well, reputation in the community, you
22 know, this thing has turned everybody against us
23 If we had friends at one time, they're not friends
24 anymore It's kind of a neighborhood upturn

25 Q Okay But you would agree, had you not

435B

1 intended to use -- make use of your property for
2 commercial purposes, we wouldn't be here today?

3 A That's correct

4 Q That was the genesis of the problem was
5 you and Ms Dunn's decision to do a bed and
6 breakfast and wedding venue?

7 A Um-hum

8 Q No question about that?

9 A No question

10 Q Now, at some point y'all reported Judge
11 Abbott to the Judicial Disciplinary Council?

12 A Um-hum

13 Q Are you aware of that?

14 A Um-hum

15 Q Did you do that?

16 A I was part of it

17 Q Who else was part of it?

18 A Pam, my wife

19 Q Did Mr Tisdale have anything to do
20 with that?

21 A He might have glanced at it I'm not
22 sure

23 Q So he was aware at the point Are you
24 aware of how that was resolved?

25 A Yes

1 questions

2 EXAMINATION

3 BY MR TISDALE

4 Q Mr Dunn, just a quick follow-up on the
5 questions that Mr Scoville had asked you He had
6 asked you to explain all your damages, and I would
7 like to ask you this Except for the injunction on
8 the property, would you and your wife be able to
9 use lots 7 through 10 for commercial purposes?

10 A Yes

11 Q And if you held out your B&B for rental
12 purposes, would you receive income?

13 A Yes

14 Q Have you been deprived of income
15 because you have not been able to do that?

16 A Yes

17 Q Now, have you made a study, Mr Dunn,
18 of how much you could rent the rooms for at the bed
19 and breakfast if in fact you were allowed to do so?

20 A I'd say probably a total of \$600 to
21 \$700 And if you run 30 percent of that --

22 Q \$600 or \$700?

23 A A night

24 Q A night?

25 A And probably 30 percent of that

Page 130

1 Q 30 percent of that?

2 A 30 percent occupancy, would be about
3 300 or so

4 Q Are you saying that you could rent it
5 out for, say, \$600 or \$700 a night 30 percent of
6 \$600 or \$700 a night would be your expected income?

7 A Um-hum

8 Q What is 30 percent of 600? That's
9 easier to figure

10 MR SCOVILLE \$90

11 THE WITNESS \$90

12 BY MR TISDALE

13 Q \$90 a night?

14 A Um-hum

15 Q And would you be able to do that every
16 night of the week, you believe, on that average?

17 MR SCOVILLE I'm sorry, it's \$180

18 BY MR TISDALE

19 Q \$180 a night?

20 A I would assume that, yes

21 Q Would you be able to do it on that
22 basis every night of the week on that average?

23 A Um-hum

24 Q All right Have you and your wife also
25 lost income for not being able to use lot 7 through

1 9 as wedding venues on the river?

2 A Yes, sir

3 Q And how much would you charge for a
4 wedding on the river on those lots?

5 A I'd say 1500

6 Q And have you made any study as to how
7 many weddings you could reasonably rent it out for
8 over a period of a year?

9 A I'd say still about 30 percent

10 Q So that would be 52 weeks in the year?

11 A Um-hum

12 Q One wedding a week?

13 A Um-hum, possible

14 Q One wedding a week?

15 A One wedding a week

16 Q So that would be 30 percent of \$1500
17 times 52?

18 A That's correct

19 MR TISDALE That's all, Jack

20 MR SCOVILLE That's it Thank you

21 (The witness, after having been advised
22 of his right to read and sign this transcript,
23 waives that right)

24 (The deposition was concluded at 12 38
25 p m)

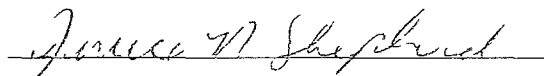
Page 132

CERTIFICATE OF REPORTER

I, Janice N Shepherd, Registered Professional Reporter and Notary Public for the State of South Carolina at Large, do hereby certify that the foregoing transcript, pages 1 through 133, is a true, accurate, and complete record

I further certify that I am neither related to nor counsel for any party to the cause pending or interested in the events thereof

Witness my hand, I have hereunto affixed my official seal this 4th day of December, 2007, at Charleston, Charleston County, South Carolina



Janice N Shepherd

Registered Professional Reporter, CSR

My Commission Expires October 11, 2014

1 I N D E X

2

3

Page

4 WITNESS/EXAMINATION

5 LEVON DUNN

3

6 EXAMINATION BY MR SCOVILLE

3

7 EXAMINATION BY MR TISDALE

129

8 CERTIFICATE OF REPORTER

132

9

10

11 REQUESTED INFORMATION INDEX

12

13

14 Recent survey

68

15

16 E X H I B I T S

17

Page/Line

18

19 EXH 18, 13-page 5-23-07 Defendants'

3

1

20 Answer to Plaintiffs' Amended Complaint

21 and Counterclaims

22 EXH 19, Monster Coupon Book

21

1

23 EXH 20, Monster Coupon Book

21

3

24 EXH 21, Diagram

21

5

25

STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

COUNTY OF GEORGETOWN

AJG HOLDINGS LLC, STALVEY
HOLDINGS LLC, DAVID CROYLE,
LINDA CROYLE, JEAN C ABBOTT,
LYNDA T COURTNEY, SUMTER L
LANGSTON, DIANE LANGSTON,
CARL B SINGLETON, JR ,
VIRGINIA M OWENS and STONEY
HARRELSON,

Plaintiffs,

vs

CASE NO 2006-CP-22-914

LEVON DUNN, PAMELA S DUNN,
and HELEN SASSER,
Defendants

DEPOSITION OF PAMELA SHAW DUNN
DATE November 20, 2007
TIME 1 20 p m
LOCATION Law Offices of
Jack M Scoville
1001 Front Street
Georgetown, SC

TAKEN BY Counsel for the Plaintiffs

REPORTED BY Janice N Shepherd,
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ALSO PRESENT

Levon Dunn

Judge Haskell Thomas Abbott, III
Sumter Langston

Diane Langston

(INDEX AT REAR OF TRANSCRIPT)

1 stomach hurts And if you don't sign these papers,
2 there will be a lawsuit

3 And I looked at the bottom, and it said
4 here that it was not only our four restricted lots,
5 the formerly deed restricted lots, but also parcels
6 that have never been restricted And I said, well,
7 it says here you want us to include the
8 unrestricted acreage And she said, that's right
9 And I said, we certainly have no interest in
10 signing then

11 And Stoney said, well, just sign it,
12 just mark through what you don't want to sign and
13 sign it And I said, Stoney, would you sign
14 something that put restrictions on your property
15 that had never been there before? And he just
16 shook his head And with that, they left It was
17 pretty much it

18 Q What do you mean, he shook his head?
19 He shook his head no or --

20 A That he was just kind of giving up,
21 that he knew we weren't going to sign it

22 Q All right Anything else that was said
23 at that meeting?

24 A I'm sure there was, but that's all I
25 can recall right now That was the main part

Page 46

1 Q That was the gist of it?

2 A That was the main part

3 Q Other than saying there would be a
4 lawsuit, was there any other threat or any kind of
5 threats made or coercions made to you?

6 A No, no

7 Q Okay What do you know about what
8 happened at the Planning Commission or the Building
9 Department? Let me ask you this When y'all got
10 the building permits for your primary residence,
11 who applied for that? Did you or the contractor do
12 that?

13 A Ed Grove handled that Occasionally --
14 and I can't be very specific on that -- if he
15 needed me to run and get something, I might But I
16 don't know anything about that I'm not a
17 contractor

18 Q How about on the guest house?

19 A Ed was the contractor on both houses

20 Q As I understand it, there was
21 construction going on on both houses during this
22 period of time?

23 A From '03 to '06, '07

24 Q Do you know when both houses were
25 finished, what the last date was that they worked

1 on either house, or a guesstimate?

2 A I would guess April I would guess
3 about April, Jack But I hate to guess I'd have
4 to look that up

5 Q April of 2006?

6 A '06, and ours was finished later The
7 main house was finished later

8 Q Then at some point a stop work order
9 was issued Are you familiar with that?

10 A Yes

11 Q Do you know what the reason for the
12 stop work order being issued was?

13 A There was some discrepancy with the
14 permits, the best I understand it, was the reason
15 it was -- they wrote on there it was something
16 about the permits

17 Q And do you recall what the
18 discrepancies were?

19 A No

20 Q Do you remember how you became aware of
21 the stop work order?

22 A Ed called me I was at a funeral I
23 was leaving a funeral, mid afternoon He called
24 and said that Tommy Abbott had gone down to
25 building and zoning and had the construction

Page 48

1 stopped on our house And he didn't know what the
2 problem was He didn't know what the problem was

3 Q This was Ed Grove, the contractor,
4 called and said that?

5 A Yes

6 Q And he said that Tommy Abbott went down
7 there and did that?

8 A Yes

9 Q Did he say anything else?

10 A No I told him I was going -- because
11 I was going by there, I was coming in from a
12 funeral at Litchfield, and I said I'd go by and see
13 what I could find out about it

14 Q And did you do that?

15 A I attempted to

16 Q What do you mean, you attempted to?

17 A I found out the most I could about it

18 Q Did you go to the planning department?

19 A Yes I went in It was about 4 00,
20 and I said I needed to meet with anyone who had any
21 involvement with a stop order being put on my
22 house

23 Q Who did you meet with?

24 A I met with the building plans examiner

25 Q Do you remember who that person is?

1 A Yes I met with Murray Presley and Tom
2 Malloch, and the head of building -- and I can't
3 remember his name It's in the information
4 somewhere

5 Q The head of building?

6 A Yes I had not met him before, and I
7 can't remember his name But I called a meeting
8 with them and waited on them until they would see
9 me They were all three in a room when I walked
10 in So I was talking to three people at one time

11 Q Okay

12 A And I was very upset And when I
13 walked in, I said, I understand you stopped
14 construction on my house And one of them said,
15 well, your neighbor came in this morning, and he
16 was copying all your -- he wanted copies of all
17 your inspections and your permits and said he was a
18 judge And so -- there was something else too
19 Let me think a minute And then Murray Presley
20 said, what kind of judge is he? What kind of judge
21 is he anyway? And I said, well, he's something
22 like a Circuit Court judge or some involvement with
23 Family Court I said, it must have been Tommy
24 Abbott I said, why would Tommy Abbott come in
25 here and make copies of my records? And they said,

Page 50

1 well, he said that you were building a commercial
2 building He said, you didn't tell us you were
3 building a commercial building I said, why would
4 he come in and say I'm building a commercial
5 building? And he said, well, he said -- then he
6 kind of leaned back, Tom Malloch did, and he said,

7 well, we think it might be our fault because -- we
8 put a stop on the house because we think it might
9 be our fault because we've been having some
10 computer problems or some computer changes, we've
11 had some personnel changes, and he said, it might
12 be our fault that the -- you know, the confusion

13 And I said, well, whatever you need
14 from me, please let me know, because I want to do
15 anything I can to straighten this out And so they
16 said, well, he needed to look through the paperwork
17 and see exactly what it was It was something to
18 do with the foundation permit

19 And so we had a conversation for -- I
20 stayed there about probably another 45 minutes
21 trying to get it straightened out Again, he asked
22 me for some numbers, permit numbers and things
23 And I went home that night and found the best I
24 could and called him back the next morning And
25 when I called him, he said he wanted me to come

1 back in And I said, well, okay So I went back
2 in And when I did, he said they wanted to
3 apologize to me because they had -- it was their
4 fault, whatever the confusion was So it was
5 pretty much over by that point

6 Q So the Planning Department said it was
7 their fault?

8 A Apparently there was some confusion,
9 um-hum

10 Q Now, in your complaint though, you say
11 that H T Abbott, III, on behalf of himself, his
12 company, and other property owners visited the
13 chief building inspector of Georgetown County,
14 while wrongfully using his authority as a judicial
15 officer of the state, to injure the Dunns Now,
16 what's the basis for that allegation?

17 A Well, I had -- personally, I had no
18 idea that people could just go down and copy your
19 personal records I didn't know anybody could just
20 go in and make copies of your inspections and
21 permits I felt very threatened by that It was
22 very upsetting that Tommy Abbott, who I wouldn't
23 dream would do something like that, would go in and
24 make copies of my personal records And I felt
25 like he had overstepped his bounds, you know, to go

Page 52

1 in and do that

2 Q Well, I understand that you answered --

3 A And I'm certain that he was

4 representing, you know, other people too He

5 wouldn't have just -- the people on the -- the

6 people on the petition

7 Q This all happened on or about March 21,

8 2006?

9 A Yes

10 Q Do you have any information that he

11 used his authority as a judicial officer in any way

12 to get those records?

13 A I felt at the time he did But I found

14 out later that you can -- anybody can go make

15 copies of your records I was operating under the

16 information I had at the time I didn't know you

17 could do that

18 Q When did you find out you could do

19 that?

20 A I didn't know that until I got a letter

21 from Mr Richardson many months later explaining to

22 me that that's a matter -- I don't know if he said

23 public record I'd have to read it again But

24 people can go in and make copies of your records

25 Q Is there anything else that you felt

1 that the judge did improper that day other than get
2 copies of these records that you thought were
3 confidential?

4 A Well, it was embarrassing to me I had
5 been working well with these people, these three
6 people Ed, you know, had a -- we hadn't had any
7 trouble Everything had gone well, the
8 inspections, and everything as far as I knew had
9 gone real well Murray Presley told me later, he
10 said, I've never seen anybody try so hard to do
11 everything right as you, Pam

12 And I said, well, I've made every
13 effort to keep everything going smoothly and
14 running errands and anything I could do You know,
15 if they needed something, I would run it down
16 there If they needed any kind of contact, I would
17 try to be the contact person to keep Ed from having
18 to go to town so much And it was embarrassing to
19 me to be standing before those three people and
20 feeling like I had done something wrong

21 Q So what you contend was the wrongful
22 use of authority as a judicial officer was just
23 getting the records, looking at your records,
24 nothing else?

25 A That's it

Page 54

1 Q When you were down there, you didn't
2 ask them, why did they give the records to the
3 judge or under what authority did he have access to
4 them? You didn't inquire, why did he have access
5 to them? They didn't tell you they were public
6 records?

7 A I didn't ask I was in complete shock
8 again I have to say I was in shock a few times
9 through this

10 Q Then you go on to say that he announced
11 that he was a judge and that he wanted work stopped
12 on the Dunns' house in the subdivision, stated
13 falsely that the planned use of the completed
14 building was unlawful What is the basis for that
15 allegation?

16 A He told them it was going to be
17 commercial And at that point it certainly was not
18 a commercial building It wasn't anything at that
19 point

20 Q Anything else other than saying it was
21 a commercial building?

22 A Well, that's what it says That's what
23 I stated

24 Q Well, it says he announced that he was
25 a judge What's the basis for that?

1 A Well, he told them he was a judge

2 Q Well, did he announce it, I am a judge,
3 or he just said I'm Judge Tommy Abbott?

4 A I wasn't there

5 Q So you don't know what he said?

6 A I don't know what he said, no I was

7 not there when he went and copied our records

8 Q And no one -- Tom Malloch or none of
9 them that were present, none of them said -- did
10 they say he announced he was a judge?

11 A They said he said he was a judge, and
12 he said that you're building a commercial building

13 Q Did they say that Judge Abbott said he
14 wanted work stopped on your house?

15 A They said -- no Ed told me that
16 Abbott had been down to the Building and Planning,
17 and he stopped work on the house

18 Q So no one told you that Judge Abbott
19 stated that he wanted work stopped on your house?

20 A I don't recall that or recall that
21 specifically

22 Q And that he stated falsely that the
23 planned use of the completed building was unlawful?
24 Who said that?

25 A He said it was a commercial -- that we

Page 56

1 were building a commercial building, and we were
2 not

3 Q What were you building?

4 A We were just building the house

5 Q The guest house?

6 A Both -- No, -- they stopped work on our own
7 home

8 Q What about the guest house, did it
9 apply to the guest house?

10 A They didn't stop work on that They
11 stopped work on our home

12 Q And what is the source of your
13 statement that he stated that the planned use of
14 the building was unlawful?

15 MR TISDALE I think the answer to
16 that -- you want me to say what she said, what she
17 answered? I don't want to get into it, but --
18 BY MR SCOVILLE

19 Q Who told you that, who said that down
20 there?

21 A Tom Malloch

22 Q Tom Malloch said that, okay Tom
23 Malloch stated that Judge Abbott said the planned
24 use of the building was unlawful?

25 A Tom Malloch said that Abbott had

1 said that -- Tom Malloch said, you didn't tell us
2 this building was going to be commercial He said
3 that Abbott had told him I said, why do you think
4 it's commercial? And he said, Tommy Abbott said it
5 was going to be commercial

6 Q Okay Well, is that saying -- that's
7 not the same as saying the use was unlawful, is it?

8 MR TISDALE Well, that's what she's
9 saying that it does say

10 MR SCOVILLE Let her answer the
11 question, please

12 BY MR SCOVILLE

13 Q Did Tom Malloch say that Judge Abbott
14 said that the use -- the planned use was unlawful?

15 A He did not use the word unlawful He
16 said that it was commercial And it was not It
17 was not

18 Q So all Tom Malloch said Judge Abbott
19 said was that the planned use was commercial?

20 A That's not all he said, but that's all
21 he said referring to this, yes

22 Q Then you go on to say that such conduct
23 was an effort to interfere with the Dunns'
24 contractual rights with the county

25 What contractual rights did you have

Page 58

1 with the county?

2 A The right to build our home

3 Q You had a permit?

4 A And he was stopping it

5 Q You contend that's a contract with the

6 county?

7 A I don't know if it's a contract, Jack
8 It may be a legal term

9 Q Now, the stop work order was issued
10 what time in the afternoon, about?

11 A I went down about 4 00 I don't know
12 what time it was issued I went to see them about
13 4 00

14 Q And it was lifted by the next morning?

15 A When I called them and went back, they
16 told me we could resume work

17 Q So at the most, you lost a half a day?

18 A Either a day or a half a day I'm not
19 sure what time

20 Q Let me ask you about the insurance
21 You allege that Mr Stalvey attempted to affect the
22 cancellation of your insurance policy What do you
23 know about that?

24 A I received a letter on approximately
25 April the 19th that said, you have been inspected

1 and shown to be a bed and breakfast And do you
2 have a copy of that letter here?

3 Q I don't think I do I don't think I've
4 seen that

5 MR TISDALE We don't have it here
6 today

7 THE WITNESS I'll have to go from
8 memory the best I can It certainly stated in the
9 first letter, you have been inspected and shown to
10 be a bed and breakfast

11 BY MR SCOVILLE

12 Q And that was dated April 19th, 2006?

13 A Best of my memory Sorry I don't
14 have a copy of it And we had certainly never been
15 inspected, and we were not a bed and breakfast
16 And it continued on to say that they would be
17 canceling our insurance if this were true And I
18 was floored Why would our insurance agency,
19 insurance agent or anybody, why would anybody send
20 us a letter saying we had been inspected if we had
21 not?

22 Q Did you inquire of them what they meant
23 by being inspected?

24 A Yes, I did

25 Q Who did you talk to?

Page 60

1 A We've got it right here Pearl

2 Anderson, Pearl Anderson

3 Q Did she explain to you what they meant
4 by inspected?

5 A She didn't seem to know

6 -- --- Q - Well -- ---

7 A That's the second letter, Jack The
8 first letter we don't have here on the table But
9 it says, you have been inspected and shown to be a
10 bed and breakfast

11 Q This goes on to say that Mr Stalvey
12 had inspected the dwelling?

13 A That was much later when I got this
14 letter from her, and I met with her several times
15 before I was able to get this cleared up

16 Q Well, did you ever determine what they
17 meant by being inspected?

18 A No

19 Q So that could have been, as far as you
20 know, Mr Stalvey just looking at the house and
21 looking at the ads and everything?

22 MR TISDALE Object to the form of the
23 question It's leading

24 BY MR SCOVILLE

25 Q Go ahead and answer As far as you

1 know, it could have been just Mr Stalvey looking
2 at the ads and the Internet and making a report
3 that y'all were operating a bed and breakfast?

4 MR TISDALE Same objection

5 BY MR SCOVILLE

6 Q Go ahead and answer it

7 A We were not inspected To me, an
8 inspection is a very close look at something

9 Q Yes, ma'am

10 A Yes We were not inspected And we
11 were not a bed and breakfast Had we been
12 inspected, we would have been shown not be a bed
13 and breakfast

14 Q Ms Dunn, isn't it true y'all had been
15 running ads at that point advertising as a bed and
16 breakfast?

17 A It had nothing to do with that, Jack
18 This was not a bed and breakfast An ad does not
19 mean you are actually doing something

20 (Off-the-record conference)

21 (A recess transpired)

22

23

24

25

Page 62

1 BY MR SCOVILLE

2 Q Just as I recall, we were talking about
3 the stop work order and the allegations that y'all
4 were building a commercial building or something on
5 the property, and the dispute was whether or not --
6 -- since y'all hadn't actually rented it out, whether
7 or not it was a commercial use or not Is that a
8 fair statement of where we left off?

9 A I think that's where we were

10 Q Is it true or is it not true that at
11 the time Judge Abbott went to the Building
12 Department, which apparently was on or about March
13 21, 2006, at that time y'all had run an ad in the
14 Georgetown Times advertising the property for a bed
15 and breakfast?

16 A Yes

17 Q And is it also true at that time that
18 you were running a web page on the Internet
19 advertising this property as a bed and breakfast?

20 A No

21 Q That did not happen yet?

22 A No

23 Q How about the marketing brochures, had
24 either of the brochures been published?

25 A No, it hadn't come out yet

1 A You're asking me, were there any more
2 acts of threatening or maligning?

3 Q Let's just break it down Do you know
4 of any efforts by the plaintiffs to harass you or
5 Levon or Ms Sasser or any of your --

6 A Other than what's been brought out in
7 the last two days?

8 Q Yes, ma'am

9 MR TISDALE No, he was asking what
10 you have said today

11 BY MR SCOVILLE

12 Q Well, anything you've heard about
13 that's new that we don't know about

14 A I don't think so

15 Q I just want to know if there is
16 something else out there Anything to intimidate?

17 A I don't think so I'd have to think
18 about it If I can think of something, I'll get
19 with my attorney later, and we can go over it

20 Q Threaten, malign, or interfere with any
21 contracts I just want to make sure that when we
22 leave here today, we cover everything that needs to
23 be covered

24 A Well, as far as contracts, no, I can't
25 think of anything else other than -- any more

Page 68

1 contracts

2 Q And it goes on to say that y'all
3 have -- all this stuff has caused damage to the
4 defendants, including financial, physical, and
5 emotional damage, in an amount to be proven at
6 trial

7 Now, you've heard Levon's testimony
8 about his damages with the high blood pressure, I
9 guess the emotional distress, whatever he testified
10 to He testified about legal fees and the loss of
11 rentals, whatever Do you know of any other
12 financial -- first of all, do you agree with his
13 assessment of the financial damages? Are you
14 claiming some other financial damages that he
15 didn't testify about?

16 A Well, we ran ads It certainly has
17 cost us with -- in many ways financially Legal
18 fees, advertising, the loss of revenue, U S Corps
19 of Engineers Everybody that has come out has
20 seemed to have cost us something

21 Q So you are saying that --

22 A The insurance cost us more when they --
23 when they came out and when I got the letter back
24 from the insurance and had to call them, they sent
25 someone out later And he said it was way early

1 We shouldn't have had to redo our insurance at that
2 time, and it went up earlier than it should have
3 There is a lot of financial damage there

4 Q Your insurance went up way early?

5 A Yeah, it would have -- when we had
6 gotten the Certificate of Occupancy, we would have

7 at that time applied for, you know, more insurance
8 because we had more house at that time And it
9 cost us there too It wasn't time to do it I
10 didn't think we should have had to redo our
11 insurance at that time The house was certainly
12 not completed So there were financial things --
13 let me say that there were quite a bit -- it has
14 cost us quite a bit

15 Q How much more in insurance did you pay?

16 A Well, the premiums went up almost \$4000
17 more

18 Q Was that because of anything the
19 plaintiffs did?

20 A Yes We wouldn't have redone it that
21 early It wasn't time

22 Q Why did you have to redo it at all if
23 you didn't have to?

24 A Because of conversations with Pearl
25 Anderson

Page 70

1 Q And were the -- did you increase your
2 coverage?

3 A She increased the coverage We
4 wouldn't probably have done it at that time We
5 were still under construction I would have
6 preferred to wait until we were through

7 Q I understand She can't increase your
8 coverage without your consent

9 A Well, with our consent, she did We
10 have a lot financially -- we spent more financially
11 than we would have otherwise

12 Q You're claiming that the plaintiffs
13 have to pay you back for that because they caused
14 that So how did they cause your insurance premium
15 to go up? It seems to me what you're saying is
16 that when they became aware you had made the
17 improvements to your house, they increased the
18 coverage because your house was worth more?

19 A Well, it was before we would have done
20 it

21 Q Because you wouldn't have informed them
22 of the --

23 A Well, we were still under construction

24 Q Well, the value went up, correct?

25 A Well, in my opinion, it was before --

1 it was re-evaluated before we would have done it

2 Q Okay If the insurance agent had been
3 riding down the road and said, hey, you have made a
4 lot of additions to your house, we need to increase
5 your coverage to -- carry enough coverage so that
6 if the house burns down tomorrow, you can rebuild

7 it Isn't that the point?

8 A We wouldn't have done it at that time
9 We were still under construction

10 Q Okay

11 A We just agreed to it because it was
12 brought up at that time But I would have waited
13 until the house was completed and then gotten it
14 re-evaluated But that's not as important as the
15 other things

16 Q What other financial damages have you
17 suffered besides increase in insurance, loss of the
18 rental and all of that, and --

19 A That's all I'm presently aware of

20 Q How about physical damage, what
21 physical damage have either you or Levon suffered
22 other than what he's testified about?

23 A I have been emotionally ill many times

24 Q Have you been to a doctor about it?

25 A I haven't been to a doctor about it

Page 72

1 Q Are you on any kind of medication for
2 your emotions?

3 A No

4 Q Nothing other than an upset stomach
5 or being tense or --

6 A Very upset -- I've lost 20 pounds I've
7 just had mornings when I would wake up and my hands
8 are shaking so I can hardly brush my teeth It's
9 been a terrible emotional strain on us

10 Q But nobody has -- it hasn't been so bad
11 that you've had to seek medical attention?

12 A I haven't gone to a doctor

13 Q Would that be emotional damage or
14 physical damage?

15 A Either one

16 Q You haven't had any high blood
17 pressure?

18 A No

19 Q Anything like that?

20 A No

21 (EXH 22, One-page 6-30-02 Letter to
22 Carl Singleton from Sumter Langston,
23 was marked for identification)

24 BY MR SCOVILLE

25 Q You heard Langston testify about the

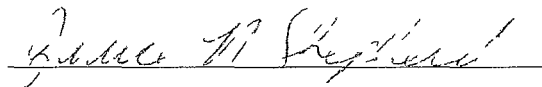
Page 78

CERTIFICATE OF REPORTER

I, Janice N Shepherd, Registered Professional Reporter and Notary Public for the State of South Carolina at Large, do hereby certify that the foregoing transcript, pages 1 through 79, is a true, accurate, and complete record

I further certify that I am neither related to nor counsel for any party to the cause pending or interested in the events thereof

Witness my hand, I have hereunto affixed my official seal this 4th day of December, 2007, at Charleston, Charleston County, South Carolina



Janice N Shepherd

Registered Professional Reporter, CSR

My Commission Expires October 11, 2014

1 I N D E X

2

3

Page

4 WITNESS/EXAMINATION

5 PAMELA SHAW DUNN

3

6 EXAMINATION BY MR SCOVILLE

3

7 CERTIFICATE OF REPORTER

78

8

9

10 REQUESTED INFORMATION INDEX

11

12 (No Information Requested)

13

14

15

16 E X H I B I T S

17

Page/Line

18

19 EXH 22, One-page 6-30-02 Letter to Carl 72 21

20 Singleton from Sumter Langston

21

22

23

24

25

1 STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

2 COUNTY OF GEORGETOWN

3 AJG HOLDINGS LLC, STALVEY

HOLDINGS LLC, DAVID CROYLE,

4 LINDA CROYLE, JEAN C ABBOTT,

LYNDA T COURTNEY, SUMTER L

5 LANGSTON, DIANE LANGSTON,

CARL B SINGLETON, JR , VIRGINIA M

6 OWENS and STONEY HARRELSON,

7 Plaintiffs,

8 vs

Case No 2006-CP-22-914

9 LEVON DUNN, PAMELA S DUNN,

and HELEN SASSER,

10 Defendants

11 DEPOSITION OF RUPERT STALVEY

12 DATE May 1, 2008

13 TIME 9 25 a m

14 LOCATION Law Offices of Jack Scoville

1001 Front Street

15 Georgetown, SC

16 TAKEN BY Counsel for the Defendants

17 REPORTED BY Helen E Glayvia,

Certified Court Reporter

18

19 A WILLIAM ROBERTS, JR , & ASSOCIATES

20 Fast, Accurate & Friendly

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COPY

Page 2

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15

16 ALSO PRESENT

17 LEVON DUNN
18 PAMELA S DUNN

19

20 (INDEX AT REAR OF TRANSCRIPT)

21

22

23

24

25

1 activity that has taken place in the guest house
2 or by using the guest house on the Dunns'
3 property?

4 A Not to my knowledge

5 Q Has anybody told you they have used
6 it for commercial purposes?

7 A No, sir

8 Q So nobody has told you You have
9 not observed any yourself

10 A No, sir

11 Q Do you have any knowledge or
12 information or evidence that they have used any
13 of their property for any improper purpose as far
14 as the restrictions go?

15 A No, sir

16 Q Assuming restrictions apply to that
17 property, which we don't think they do, but
18 assuming they do You don't have any such
19 evidence?

20 A No, sir

21 Q And nobody has ever told you they
22 used it for any improper purposes?

23 A No, sir

24 Q Have you ever been in the guest
25 house?

Page 34

1 A Never been in the guest house, no,
2 sir

3 Q Have you ever been on the land of
4 the Dunns since this controversy started?

5 A Not since this started The last
6 ~~time I was there, I was on a golf cart with the~~
7 Courtneys and we pulled up on the front beside
8 the guest house And Levon was out and asked us
9 to come in and look And we said we wouldn't,
10 but it was a very cordial conversation

11 Q When was that?

12 A I cannot remember

13 Q Before this lawsuit was brought?

14 A Yes, sir

15 Q And that was a social occasion more
16 or less?

17 A Yes, sir That's what we have had
18 down there for years

19 Q Have you ever, quote, have you ever
20 inspected any of the Dunns' property?

21 A Inspected?

22 Q Yes

23 A I have -- a visual inspection, is
24 that what you're talking about?

25 Q Tell me what you mean by inspection

1 A I have done a visual inspection

2 Q What does that mean?

3 A Looked at

4 Q When did you last look at it?

5 A Yesterday

6 Q By visual inspection, you mean

7 driving by on the road?

8 A Probably closer than that I've
9 been on Tommy Abbott's property which is adjacent
10 to this

11 Q When did that happen?

12 A I was there yesterday

13 Q At Tommy Abbott's house?

14 A Yes, sir

15 Q Did you look at the Dunns' property
16 then?

17 A Yes, sir It's a very attractive
18 piece of property They've done a great job

19 Q And you didn't see any commercial
20 activity going on, did you?

21 A I saw some workmen I don't know
22 what they were doing

23 Q Have you ever acted as an insurance
24 agent with respect to the Dunns' property?

25 A Yes, sir I believe I sold Levon

Page 36

1 that insurance on his property at the time he
2 bought it

3 Q Back in the 1980s?

4 A Somewhere in that time Levon may
5 remember better than I He's been a friend and a

6 ~~customer of mine for years~~

7 Q You still consider yourself to be a
8 friend of the Dunns?

9 A Yes

10 Q What complaints do you have about
11 the manner in which the Dunns have conducted
12 themselves in the use of their property, if any?

13 A Well, I guess it had to do with the
14 posting of a Website of a forthcoming bed and
15 breakfast as well as an advertisement in the
16 Georgetown Times as a bed and breakfast and also
17 in the coupon booklet that Mr Dunn, I think,
18 puts out, something about a forthcoming bed and
19 breakfast

20 Q What was objectionable about what
21 you saw on those --

22 A I considered it to be in violation
23 of the commercial restriction on the property

24 Q What were they proposing to do based
25 upon what you saw in the advertisements?

1 A Operate a bed and breakfast

2 Q In the guest house?

3 A I guess that's where it was going to
4 be

5 Q How did you find out about the
6 Website advertisements and the coupons and the
7 other advertisement?

8 A I don't recall who told me My wife
9 one afternoon said let me show you something on a
10 Website and that's when I saw that

11 Q Do you remember when that was?

12 A No, sir

13 Q Did anybody other than your wife
14 tell you about it?

15 A No, sir I don't know who told her

16 Q What did you do with that
17 information, if anything, after you learned about
18 it?

19 A I advised the insurance agency that
20 I had seen the Website and suggested that they
21 might want to contact the Dunns to verify that
22 information

23 Q Did you talk with anyone else or did
24 you talk with any other property owner out there
25 about what you had observed?

Page 38

1 A No, sir

2 Q Did you talk with Judge Abbott?

3 A No, sir

4 Q Talked with no one else?

5 A No, sir

6 Q And so what did you do about the
7 insurance situation?

8 A I reported, being again employed
9 by -- not employed because I wasn't under contact
10 with them -- as consultant, that I had observed
11 this web page and also the added construction and
12 that they might want to contact the Dunns to
13 verify that information

14 Q Let me ask you this Who did you
15 report that to?

16 A Pearl Anderson who is an agent with
17 First Southeast Insurance

18 Q Did you call a representative of
19 Auto-Owners Insurance Company and tell them?

20 A No, sir No contact with the
21 company at all, only with the agency

22 Q Did you have contact about it with
23 anyone other than Pearl Anderson?

24 A No, sir

25 Q That was the only person?

1 A Yes, sir

2 Q Tell me precisely as you can exactly
3 what you told Ms Anderson

4 A I believe I told her that I had
5 observed the Website, that the property might be
6 used for commercial purposes as a bed and
7 breakfast and I had also observed that
8 considerable construction had gone on and that
9 they may want to contact the Dunns to verify the
10 information

11 Q For what purpose?

12 A Well, the insurance company -- two
13 purposes actually As I said, I have known and
14 insured Levon for a long time If they had not
15 increased their coverage, they could have been
16 hurt very badly and been a loss by coinsurance
17 And also the company needed to be aware of the
18 fact that they had more of an exposure there if
19 it was a commercial operation than they would
20 have as it being residential

21 Q Did you suggest to anyone that the
22 policy that was on the property then be not
23 renewed?

24 A No, sir

25 Q You never made that recommendation?

Page 40

1 A No, sir

2 Q Did you tell anybody that you had
3 done this other than Pearl Anderson? Did you
4 tell anybody that you made this report to Pearl
5 Anderson?

6 A No, sir

7 Q Didn't tell anybody?

8 A I don't believe so

9 Q Did there come a time, Mr Stalvey,
10 that you were involved in some discussions about
11 some new covenants and restrictions on the
12 property?

13 A There was something passed around
14 about seeing if the Dunns would agree to some new
15 stuff

16 Q Take a look at that and tell me if
17 that's what was passed around

18 (Pause in the proceedings)

19 A I don't believe I have ever seen
20 this

21 Q That is a proposal for some new
22 covenants and restrictions that has got a
23 signature page for the Dunns to sign?

24 A Yes, sir

25 Q Was anything ever presented to you

1 for your signature --

2 A No, sir

3 Q -- like that?

4 A No

5 Q Did you ever agree to any such
6 restrictions as that to your property?

7 A No, sir

8 MR TISDALE Could we mark that as
9 Exhibit 4, please

10 (Defendant's Exhibit

11 No 4, a declaration, was marked for identification)

12 BY MR TISDALE

13 Q So, Mr Stalvey, with respect to
14 Exhibit 4 that you just commented on, if somebody
15 said that you had agreed to that and agreed to
16 sign it, that would be incorrect?

17 A Yes, sir

18 Q Because you never agreed to any such
19 thing, had you?

20 A I don't remember ever seeing this
21 I may be wrong, but I don't remember it

22 Q Did anybody ever present such a
23 thing to you to consider? I guess not if you
24 said you've never seen it before

25 MR SCOVILLE Object to the form

Page 42

1 BY MR TISDALE

2 Q You have never seen it?

3 A I don't remember it, sir

4 MR TISDALE Would you mark this group
5 of documents as Exhibit 5

6 (Defendant's Exhibit

7 No 5, a letter, was marked for identification)

8 BY MR TISDALE

9 Q Do you have what has been marked as
10 Exhibit 5?

11 A Yes, sir

12 Q Now, this purports to be a letter
13 February 28, 2006 to Mr and Mrs Dunn from Judge
14 Abbott, does it not?

15 A Yes, sir

16 Q Now, there's two attachments to
17 this Do those two attachments contain your
18 signature as well as your wife's?

19 A Yes, sir

20 Q And when was this presented to you,
21 do you remember, to sign?

22 A I don't remember I assume it was
23 prior to February 28

24 Q Do you know who presented this to
25 Mr and Mrs Dunn, if anyone?

1 A I don't know who presented it to
2 them, no, sir

3 Q Has anyone ever informed you that
4 the Dunns had agreed to abide by the demands in
5 this letter?

6 A No, sir

7 Q Nobody ever told you that?

8 A No, sir

9 Q Do you recall who presented this
10 petition to you?

11 A Tommy Abbott

12 Q Do you remember, did he send it to
13 you in the mail or did he present it in person or
14 how did he present it to you?

15 A In person

16 Q Where?

17 A I'm not sure whether it was in
18 Conway or at the river

19 Q You think it was one or the other?

20 A Yes, sir

21 Q Did Judge Abbott ever tell you that
22 the Dunns had agreed to abide by the restrictions
23 that you all claimed were attached to the
24 property they owned?

25 A I don't think so, no, sir

Page 44

1 Q He never did?

2 A I don't think so, no, sir

3 MR TISDALE Mark this as Exhibit 6

4 (Defendant's Exhibit

5 No 6, correspondence, was marked for identification)

6 BY MR TISDALE

7 Q This is a series of correspondence

8 and documents that were given to us by First

9 Southeast

10 A Yes, sir

11 Q That's where you used to work, isn't

12 it?

13 A Yes, sir

14 Q And that's where you signed on as a

15 consultant?

16 A Yes, sir

17 Q In 2006?

18 A Yes, sir

19 Q Now, these might not be in the

20 correct order, but I wanted to ask you about some

21 of the documents

22 A All right, sir

23 Q If you look at the second page in

24 there that's got page three on the fax in the

25 upper right-hand corner, the second page in that

1 group of documents, Exhibit 6

2 A Yes, sir

3 Q This letter is dated August 15,
4 2006 Do you see that?

5 A Yes, sir

6 Q And it purports to be a letter to
7 Mr Levon Dunn and the name at the bottom is
8 Pearl Anderson, right?

9 A Yes, sir

10 Q And I'm representing to you that all
11 these documents came out of the files of the
12 First Southeast Corporation in Conway

13 A All right, sir

14 Q And this first sentence in this
15 letter, Mr Stalvey, would you read it to me?

16 A (Reading) I have been advised that
17 Mr Rupert Stalvey, a consultant for First
18 Southeast Insurance Services, Incorporated, had
19 inspected the dwelling and let the agency know
20 that it was possible that it was being renovated
21 extensively to be occupied as a bed and
22 breakfast

23 Q Is that sentence true?

24 A No, sir

25 Q When did you inspect the property?

Page 46

1 A I assume prior to August 15

2 Q How did you go about inspecting it?

3 A Looked at it, visual inspection I
4 did not enter on to the property Not an
5 appraisal, an inspection

6 Q Now, look at that second paragraph
7 in the letter Do you see it says that to
8 Mr Dunn from Ms Anderson, you informed me that
9 it was not to be occupied as a bed and breakfast?

10 A Yes, sir

11 Q Were you ever informed of that?

12 A Yes, sir

13 Q You brought this lawsuit
14 nevertheless after having received that
15 knowledge?

16 A I don't remember the date that the
17 lawsuit was brought

18 Q Who told you that Mr Dunn said it
19 was not to be used as a bed and breakfast?

20 A I don't know

21 Q Did Ms Anderson give you a copy of
22 this letter?

23 A I think she may have shown me a copy
24 of this letter I'm not sure of that

25 Q Let's look at the next letter which

1 has a fax copy of page four Do you see that?

2 A Yes, sir

3 Q This is a letter dated April 19,
4 2006, is it not?

5 A Yes, sir

6 Q Who is it being sent to?

7 A To Levon Dunn

8 Q Whose name is at the bottom of that
9 letter?

10 A Pearl

11 Q The same as before, right?

12 A Uh-huh

13 Q Now, what does the first sentence in
14 that letter to Mr Dunn say?

15 A An inspection has been made

16 Q And what?

17 A And it is now being used as a bed
18 and breakfast

19 Q You didn't tell Ms Anderson that
20 you inspected it, did you?

21 A Yes, sir Earlier I told her that

22 Q Did you tell her that it was being
23 used as a bed and breakfast?

24 A No, sir All I told her was what I
25 saw

Page 48

1 Q So if Ms Anderson said to Mr Dunn
2 that Mr Stalvey said it was being used as a bed
3 and breakfast, that would be untrue?

4 A Yes, sir

5 Q And that would be an untrue
6 statement by her?

7 A Yes, sir I never said it was being
8 used as, but proposed to be used

9 Q Did not Ms Anderson there say that
10 if this is the case, the policy will have to be
11 canceled and rewritten as a commercial policy?

12 A Yes, sir

13 Q Now, do you know of anyone else who
14 informed Ms Anderson of this other than you?

15 A No, sir

16 Q Now, look at what is page five of
17 this little fax that's designated page five in
18 Exhibit 6

19 A Which is the same thing as --

20 Q As the first except at the bottom,
21 there is a note there dated 8-15-06, right?

22 A Yes, sir

23 Q And what does that say?

24 A Call Mr Stalvey He approved, said
25 let it go

1 Q Do you believe that referred to you
2 approved this letter to be sent?

3 A I would think that's what it would
4 mean

5 Q Do you recall telling Ms Anderson
6 that the letter was okay to be sent?

7 A I think so, yes, sir

8 Q You don't disagree with that?

9 A No, sir

10 Q Look at the next letter which is a
11 draft again of the same letter It's page six at
12 the top right-hand corner --

13 A Yes, sir

14 Q -- in Exhibit 6 And that started
15 out as the same letter we've been talking about,
16 didn't it?

17 A Looked like it was

18 Q And do you see there that
19 Ms Anderson made a note on the draft to add the
20 word Mr Rupert Stalvey, words, a consultant for
21 Southeast, informed the agency?

22 A Yes, sir

23 Q Is that true?

24 A Yes, sir

25 Q Now, is it true that you went by the

Page 50

1 office and proofread the letter and said to send
2 it out?

3 A I don't recall whether I went by or
4 whether she called

5 Q It says here she says you went by

6 A If she said that, I feel sure I went
7 by

8 Q So you don't have any disagreement
9 with that?

10 A No, sir

11 Q And then she's got a note 8-15-06,
12 do not throw away?

13 A Yes, sir

14 Q What is she referring to, the
15 letter?

16 A I would assume so

17 Q Then she has a note that says this
18 is -- I'll read it Quote, Mr Stalvey called
19 back and said to change to advised the agency
20 What does she mean by that? You don't know what
21 she means?

22 A I don't know what she means by that

23 Q Then down at the bottom, the last
24 thing it says, Davis also proofread Would that
25 be Mr Inabinitt?

1 A Yes, sir

2 Q So do you have any dispute with what
3 she says that you went by the agency?

4 A No, sir, because I periodically went
5 by

6 Q Approved this letter?

7 A Uh-huh

8 Q And then called her back and made
9 some suggestions for changing the letter, right?

10 A I don't see the --

11 Q It says Mr Stalvey called back and
12 said to change to advise --

13 MR SCOVILLE Excuse me You cut him
14 off You started talking

15 BY MR TISDALE

16 Q I didn't mean to interrupt you
17 Sorry You see where I'm talking about,
18 Mr Stalvey?

19 A I think what she's done is scratched
20 out and checking back with the company and
21 checking back has been advised by Mr Stalvey

22 Q She's talking about what now?

23 A Where I said that I had been
24 advised, checking back have been advised by
25 Mr Stalvey

Page 52

1 Q What does she mean if you can figure
2 it out where she says, quote, Mr Stalvey called
3 back, said to change to advised agency?

4 A I don't know what she's referring to
5 other than what she's scratched out and then put
6 I have been advised I guess that's what she was
7 referring to

8 Q Did you ever call anyone at
9 Auto-Owners Insurance Company or anyone acting
10 for Auto-Owners Insurance Company?

11 A No, sir

12 Q And told them that this policy
13 should be not renewed?

14 A No, sir I have not as I told you
15 earlier in the deposition

16 Q Have you ever been to the First
17 Southeast agency and reviewed the file concerning
18 this matter?

19 A No, sir

20 Q You have not?

21 A No, sir

22 Q Do you know someone named Lucy
23 Sellers?

24 A No, sir

25 Q How about Sarah Burkett?

1 A No, sir

2 Q Are you aware that a nonrenewal
3 notice was sent to the Dunns on account of the
4 report you made that the property was being used
5 as a bed and breakfast?

6 A No, sir

7 Q Nobody has ever told you that?

8 A No, sir

9 Q So you do not know Lucy Sellers who
10 works at First Southeast Insurance Services?

11 A I don't know Lucy She may have
12 come after I left

13 Q Now, look at page nine which is the
14 next to the last page in this group of documents
15 in Exhibit 6, Mr Stalvey What is that
16 document?

17 A Looks like a notice of nonrenewal

18 Q And is that on property owned by
19 Levon Dunn?

20 A It is addressed to him, so it would
21 be, yes, sir

22 Q And it's from Auto-Owners Insurance
23 Company?

24 A Yes, sir

25 Q And are you -- do you know of any

Page 54

1 reason other than your report to the insurance
2 agency as to why this policy would have been
3 nonrenewed?

4 A It states here the reason due to
5 substantial change in the risk That would be, I
6 assume, the reason

7 Q What else does it say there?

8 A The insured has turned this home
9 into a six bedroom and six bath

10 Q Bath what?

11 A And breakfast, bath, bed and
12 breakfast This is no longer a personal lines
13 exposure

14 Q Do you know of anyone who has made a
15 report on the use of this property to the
16 insurance company other than you?

17 A No, sir, I don't

18 Q And do you have any evidence that
19 this notice of nonrenewal was sent for any reason
20 other than the report that you gave them?

21 A I have none I would be interested
22 Was it, in fact, nonrenewed?

23 Q Isn't this the notice of nonrenewal?

24 A Yes, sir However, there are
25 reinstatements, so my question --

1 Q Well, I can't answer the questions

2 A You don't know either?

3 Q I know, but I can't answer questions
4 in this proceeding

5 A All right, sir

6 Q Look at the last page which is page
7 ten on this fax, Exhibit 6 still Down at the
8 bottom, it says 5-17-06?

9 A Yes, sir

10 Q And I'm reading there for the
11 record Stephanie called She said policy was
12 scheduled to nonrenew because of bed and
13 breakfast Do you know who Stephanie is?

14 A I assume she's a company employee

15 Q Of First Southeast?

16 A No, sir

17 Q Auto-Owners?

18 A Auto-Owners I'm assuming, but I
19 don't know I see where she did remove
20 nonrenewal

21 Q It says she's going to remove it,
22 didn't she?

23 A Yes, sir She's going to remove it

24 Q Going to remove it All right

25 Now, you told First Southeast that you had

Page 56

1 inspected the dwelling, did you not?

2 A Yes, sir

3 Q But that was simply a drive-by, was
4 it not?

5 A Yes, sir No inspection as far as
6 on the premises and taking dimensions and so
7 forth

8 Q You didn't even go on to the land of
9 the Dunns to make that so-called inspection, did
10 you?

11 A No, sir, did not

12 Q Mr Stalvey, did you ever tell any
13 property owner in the so-called Woodland
14 Plantation area that you had made this report of
15 an inspection to the insurance agency?

16 A Not that I recall directly I would
17 not say that I didn't, but I don't recall really
18 discussing it with anyone

19 Q Did you at one point in time attend
20 a meeting in Conway at the home of Judge Abbott
21 to discuss --

22 A I don't think my wife and I made
23 that meeting

24 Q You did not?

25 A No, sir

494

1 Q Why did you go back to the First
2 Southeast office to approve the letter that they
3 were proposing to send to the Dunns?

4 A I think Pearl asked me to

5 Q You are familiar with the
6 recordkeeping operations at First Southeast, are
7 you not?

8 A I was up until 1998 I think they
9 have gone more to a computer filing rather than
10 hard copy filing, but I think they still keep
11 hard copies also But like I say, I have had
12 nothing to do with operations since 1998

13 MR TISDALE Mark this as Exhibit 7,
14 please

15 (Defendant's Exhibit
16 No 7, a file, was marked for identification)
17 BY MR TISDALE

18 Q I will represent to you,
19 Mr Stalvey, that that is a file of First
20 Southeast in connection with the property policy
21 that we have been talking about And I just want
22 you to look at it and see if you can confirm that
23 that's the case

24 MR SCOVILLE Do you have another copy
25 of that?

495

Page 58

1 MR TISDALE I got one here and let me
2 hold on to it for a minute until he says he can
3 confirm it

4 MR SCOVILLE Can I take that and run a
5 copy?

6 MR TISDALE Absolutely

7 (Pause in the proceedings)

8 BY MR TISDALE

9 Q Going back on the record, does the
10 file that I gave you, Exhibit 7, appear to be a
11 file from Southeast in connection with the Dunns'
12 policy on this property?

13 A It does appear it be, yes, sir

14 Q If Pearl Anderson says that
15 Auto-Owners Insurance Company said you called
16 them about the necessity of canceling the policy
17 on the Dunns' property, would Pearl Anderson be
18 incorrect?

19 A Yes, sir I never talked to the
20 company

21 Q And of course -- I mean, not of
22 course, but did you ever tell Pearl Anderson that
23 you had called the company, Auto-Owners?

24 A No, sir

25 Q Did you at any time discuss the

1 issue with the Dunns as to whether or not their
2 property was going to be used as a bed and
3 breakfast?

4 A With them individually, I don't
5 believe so, no, sir

6 Q So you went down to the insurance
7 company and told them it was going to be used as
8 a bed and breakfast and the insurance policy
9 needed to be canceled without even talking to
10 them?

11 A I did not tell them that I never
12 told them to cancel the policy or that it should
13 be canceled I told them what I had seen on the
14 Website that it might be used as one, proposed to
15 be used as one I never said it was being used
16 I never ever requested they cancel it

17 Q Did you get in touch with either
18 Mr or Mrs Dunn at any time and ask them --

19 A No, sir

20 Q -- what the property was going to be
21 used for?

22 A No, sir

23 Q Did you think of doing that?

24 A No, sir I thought that would be
25 left up to the company. That had to do with

Page 60

1 operations, not with me as a consultant

2 Q Let's say in the last five years
3 before 2007 when your consultant position expired
4 or was terminated and the five years before that,
5 say from 2002 through 2007, did you ever report
6 an inspection of any other property in this
7 manner?

8 A Yes Not in this particular manner,
9 but they had asked me to inspect several other
10 properties and I did

11 Q The First Southeast asked you to
12 inspect them?

13 A Yes, sir

14 Q Did First Southeast ask you to
15 inspect the Dunns' property?

16 A No, sir

17 Q Did not?

18 A Did not

19 Q Did you inspect any property that
20 you were not asked to inspect in the previous
21 five years before 2007 other than the Dunns'
22 property?

23 A I can't say that I did

24 Q That was the only one?

25 A As far as I remember, yes

1 Q Before you went down to First
2 Southeast, did you inform Judge Tommy Abbott that
3 you were going to make this report?

4 A No, sir

5 Q Did you tell Judge Abbott after you
6 had made the report to the insurance agency that
7 had you made it?

8 A I don't recall telling Tommy or
9 Jeannie that

10 Q Did you tell anybody else that?

11 A No, sir, not to my knowledge

12 Q Did you ever discuss this issue of
13 the Dunns' potential use of the property as a bed
14 and breakfast with Davidson Inabinitt?

15 A I don't believe I talked with Davis
16 about it I think Pearl is the only one I
17 addressed it with

18 Q Is it your testimony that all of
19 your contacts concerning this matter at First
20 Southeast was with Pearl Anderson?

21 A Yes, sir

22 Q Did you ever -- do you know what a
23 certificate of occupancy is?

24 A Yes, sir

25 Q What is that?

Page 62

1 A That gives you the right to occupy
2 the dwelling or building as its intended use

3 Q Did you ever make any determination
4 or find out from anyone whether a certificate of
5 occupancy had been issued to the Dunns on this
6 property for use as a bed and breakfast?

7 A No, sir

8 Q Do you know whether or not they had
9 such a certificate of occupancy when you made the
10 report to the insurance company?

11 A Did not

12 Q Did not know?

13 A No, sir

14 Q It is your testimony, as I
15 understand it, that you did not talk with Judge
16 Abbott before making this report to the insurance
17 company?

18 A No, sir

19 Q Were you aware, Mr Stalvey, of a
20 plan to ask the judge to put a stop work order on
21 this property at any point in time?

22 A No, sir

23 Q Are you aware that a report has been
24 made to the Corps of Engineers by someone to
25 complain about the Dunns filling in some wetlands

1 on this property?

2 A I heard that has been done, yes

3 Q How did you find out about that?

4 A I don't remember who told me I
5 don't know who did it

6 Q You don't?

7 A No, sir

8 Q And nobody's asked you about that?

9 A No, sir

10 Q Do you know who informed you of it?

11 A I do not I don't remember

12 Q Do you know of any suggestion that
13 the septic tank that belongs to the Dunns be
14 inspected for deficiencies?

15 A No, sir

16 Q You never heard of that?

17 A No, sir

18 And going back to the Corps of
19 Engineers thing, I believe Stoney Harrelson may
20 have said something to me about he had seen the
21 red flags out there, but I won't swear to that
22 But I believe that's where it came from

23 (Pause in the proceedings)

24 BY MR TISDALE

25 Q Mr Stalvey, just a few questions

Page 64

1 and I think we're about through Have you ever
2 taken any photographs of the Dunns' property?

3 A No, sir

4 Q For any purpose?

5 A No, sir

6 Q And you said you had been to the
7 Abbott house yesterday, I think?

8 A Yes, sir

9 Q What was the purpose of that visit?

10 A Looking to see if the yardman that I
11 used sometime was down at his house and he
12 wasn't

13 Q It had nothing to do with looking at
14 the Dunns' property concerning this case?

15 A No, sir, none whatsoever

16 Q And have you had any conversation
17 about anything about this with Davidson Inabinitt?

18 A I don't think we have talked about
19 it at all

20 Q Did Mr Inabinitt ever inform you
21 that Ms Dunn had been by the agency to --

22 A Yes, he did tell me that

23 Q That's what I was asking

24 A Yes, sir

25 Q When did you have that conversation?

1 A I don't recall

2 Q Did you call him or did he call you?

3 A He called me I take that back I
4 happened to be in the office and he stuck his
5 head out

6 Q What did he tell you?

7 A Said that the Dunns had requested
8 copies of all the correspondence in the file

9 Q Did you and Mr Inabinitt have a
10 conversation about what was behind all that?

11 A No, sir

12 Q Did Judge Abbott give you any
13 counsel, advice concerning the letters that were
14 being sent out by First Southeast to the Dunns?

15 A How would he be involved in it?

16 Q Let me go back a minute The file
17 indicates that you had made suggestions as to
18 certain language to be included in the letters
19 Do you remember us talking about that?

20 A Yes, sir, advising them

21 Q Did you get any advice from Judge
22 Abbott about that matter?

23 A No, sir I didn't discuss it with
24 Judge Abbott

25 MR TISDALE I think that's about it,

Page 66

1 Jack

2 EXAMINATION

3 BY MR SCOVILLE

4 Q I just have a couple Where is
5 Exhibit 6? Let me show you page ten of Exhibit
6 6 You had testified a little bit about these
7 handwritten notes at the bottom

8 A Uh-huh

9 Q Would you read the first note at the
10 bottom? What is that dated?

11 A 5-17-06

12 Q That would be May 17 of 2006?

13 A Yes

14 Q Do you know who made these notes?

15 A I do not I assume Pearl did
16 because she handled the file, but I don't know
17 who did it

18 Q Would you state what -- would you
19 publish the first notation?

20 A Stephanie called She said policy
21 was scheduled to nonrenew because of bed and
22 breakfast

23 Q What is the next note?

24 A She is going to remove nonrenew and
25 insurance company -- and increase coverage but is

1 ordering a high value inspection If it is a bed
2 and breakfast, policy -- I assume that's
3 policy -- will be canceled

4 Q What is high value inspection?

5 A On -- when I was active in the
6 business, that was anything over a value of
7 \$250,000 It would be a different type of
8 inspection on it

9 Q Did you ever perform a high value
10 inspection?

11 A No

12 Q Do you know how to do one?

13 A Yes, sir

14 Q Look on the left side Do you see a
15 notation from 5-22-2006?

16 A Yes

17 Q What does that say?

18 A Pam called, inspector there

19 Q Were you the inspector who went out
20 there on May 22?

21 A No, sir

22 Q Do you know if an inspection was
23 done by someone?

24 A I do not

25 Q What is the next one?

Page 68

1 A 8-11, Pam called, wanted the report

2 Q And the report that she called
3 about, would that be the letter dated August 15,
4 2006?

5 A I don't know what it's referring to
6 I assume she would want a copy of the -- was
7 asking for a copy of the inspector's report, but
8 I don't know that

9 Q Would the inspector have issued a
10 written report?

11 A Probably, yes, sir

12 Q Was that attached to these documents
13 which are Exhibit 6?

14 A I don't see anything in Exhibit 6
15 regarding that

16 Q How about in Exhibit 7? Did you see
17 anything in Exhibit 7?

18 A I think it may have had some high
19 value dwelling things Whether that was done by
20 the agency or the inspector, I don't know

21 Q You yourself didn't do the
22 inspection?

23 A No, sir Everything I did was with
24 the eyeball

25 Q If you look on page three of Exhibit

1 6, that was the official letter that was finally
2 sent to Mr Dunn, is that correct?

3 A I think that to be correct

4 Q What's the last sentence?

5 A When I wrote you concerning this,
6 you informed me that it was not to be occupied as
7 a bed and breakfast and we increased the coverage
8 per your instruction And Auto-Owners informed
9 me that everything was okay and they would not
10 send cancellation on this policy and there would
11 be no problem with the insurance coverage

12 Q And if you'd look over on page seven
13 of that exhibit Do you see that?

14 A Yes, sir

15 Q These are apparently e-mails between
16 Lucy Sellers and Sarah Burkett?

17 A Yes, sir

18 Q And someone named Tanya Brown Do
19 you know who those ladies are?

20 A No, sir They may be employees of
21 the agency now I'm not that familiar with
22 everybody in there now I assume they are
23 with -- well, Sarah Burkett looks like she's with
24 Auto-Owners and Lucy --

25 Q You see the one dated Monday,

Page 70

1 December 4 from Sarah Burkett to Lucy Sellers?

2 A Yes, sir

3 Q Will you read that into the record?

4 A Lucy, I'm sorry that you received
5 this nonrenewal notice I remember discussing
6 this and finding out that it was not to be a bed
7 and breakfast after all I meant to remove the
8 nonrenewal notice I apologize for that What
9 are they doing with this dwelling?

10 Q Did you have anything to do with
11 sending the nonrenewal notice they are referring
12 to here?

13 A No, sir

14 Q Do you have any idea what happened
15 as a result of that nonrenewal notice?

16 A No, sir I thought I saw somewhere
17 in here --

18 Q Do you have any personal knowledge
19 that the policy was ever canceled?

20 A No, sir

21 MR SCOVILLE That's all

22 MR TISDALE Thank you very much

23 (Deposition was concluded at 11 05 a m)

24

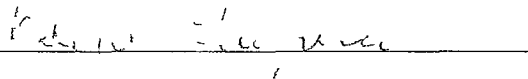
25

CERTIFICATE OF REPORTER

I, Helen Giayvia, Certified Shorthand Reporter and Notary Public for the State of South Carolina at large, do hereby certify that the foregoing transcript is a true, accurate and complete record

I further certify that I am neither related to nor counsel for any party to the cause pending or interested in the events thereof

WITNESS MY HAND, I have hereunto affixed my official seal this 5th day of May 2008, at Horry County, South Carolina



Helen Giayvia
Certified Shorthand Reporter
My Commission Expires
November 3, 2015

509

Page 72

1 I N D E X

2	WITNESS/EXAMINATION	Page
3	RUPERT STALVEY	
4	EXAMINATION	
5	BY MR TISDALE	3
6	BY MR SCOVILLE	66
7	CERTIFICATE OF REPORTER	71

8

9 REQUESTED INFORMATION INDEX

10

(No Information Requested)

11

12 E X H I B I T S

13 Page/Line

14 Dft Exh 1, Subpoena 3/15

15 Dft Exh 2, Deed 16/2

16 Dft Exh 3, Exhibit A of Second Deed 18/19

17 Dft Exh 4, Declaration of Amended
Conditions 41/10

18

Dft Exh 5, 2-28-06 Letter from Judge
Abbott to Mr & Mrs Dunn 42/6

19

20 Dft Exh 6, Correspondence & Documents 44/4

21 Dft Exh 7, First Southeast File 57/15

22

23

24

25

510

STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

COUNTY OF GEORGETOWN

AJG HOLDINGS LLC, STALVEY
HOLDINGS LLC, DAVID CROYLE,
LINDA CROYLE, JEAN C ABBOTT,
LYNDA T COURTNEY, SUMTER L
LANGSTON, DIANE LANGSTON,
CARL B SINGLETON, JR , VIRGINIA M
OWENS and STONEY HARRELSON,

Plaintiffs,

vs

Case No 2006-CP-22-914

LEVON DUNN, PAMELA S DUNN,
and HELEN SASSER,

Defendants

DEPOSITION OF LYNDA COURTNEY

DATE July 8, 2008

TIME 9 05 a m

LOCATION Law Offices of Jack Scoville
1001 Front Street
Georgetown, SC

TAKEN BY Counsel for the Defendants

REPORTED BY Helen E Giayvia,
Certified Court Reporter

A WILLIAM ROBERTS, JR , & ASSOCIATES

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25 LEVON DUNN

PAMELA S DUNN

BRADLEY COURTNEY

LINDA CROYLE

(INDEX AT REAR OF TRANSCRIPT)

1 A It's not closer to my house It's
2 further away from my house It's probably
3 three-quarters of a mile

4 Q To your house?

5 A Yes, sir

6 Q So three-quarters of a mile from
7 where the music emanated to your house Would
8 you say that's --

9 A Yes, sir

10 Q When you did the notes for your
11 affidavit, were your notes the same as what
12 appeared on the typed document that we have been
13 looking at as Exhibit 4?

14 A To my knowledge, this is what I
15 wrote and sent

16 Q We have been presented with
17 affidavits from other people Have you seen any
18 of those?

19 A No, sir

20 Q If others -- other people's
21 affidavits was essentially the same as yours,
22 would you say that was a coincidence?

23 A Yes, sir

24 Q So far as you know, did Judge Abbott
25 have anything to do with coordinating the

1 signatures on the affidavits?

2 A As far as I know, not -- not mine

3 Q He was not involved in yours in any
4 way, shape or form?

5 A No, sir

6 Q Now, Ms Courtney, do you have any
7 information or knowledge that Rupert Stalvey --
8 you know who I'm talking about?

9 A Yes

10 Q And does he own property in Woodland
11 Plantation?

12 A Yes, sir

13 Q Do you have any information that he
14 or have you heard from anyone that he reported to
15 an insurance company in Conway that the Dunns'
16 insurance needed to be canceled?

17 A I know that he's been accused of
18 that I don't know that he did that

19 Q Have you had any conversation with
20 anyone about that? You must have if you heard

21 A I don't know who told me because
22 everybody talks to everybody about it, not as
23 much anymore But I did say to Mr Stalvey I
24 heard that you were in a little trouble because
25 supposedly you had some -- canceled some kind of

1 insurance or something And he said yes and he
2 did not elaborate on it

3 Q Did not explain to you about what
4 happened?

5 A Not one bit

6 Q Do you remember who told you or how
7 you heard about it initially?

8 A I don't I'm sorry

9 Q Do you remember what you were told
10 originally or initially?

11 A I was told Mr Stalvey was accused
12 of canceling their insurance because they were
13 using their property for a commercial use

14 Q Right And did you hear any
15 conversation from any person that he was going to
16 do that before he did that?

17 A No, sir

18 Q Have you had any conversation with
19 anyone about Georgetown County issuing a stop
20 work order during the construction of the
21 property?

22 A No, sir

23 Q Were you aware that that had
24 happened?

25 A I was not

1 Q Are you aware that a complaint has
2 been made to the Corps of Engineers, I think,
3 about some wetlands being filled in on their
4 property?

5 A I'm aware of that

6 Q When did you become aware of that?

7 A I saw a lot of flags over there and
8 I asked someone what those flags were for And
9 they said they had been cited by the Corps of
10 Engineers

11 Q Do you know who reported them to the
12 Corps of Engineers?

13 A I do not

14 Q When did you observe the flags in
15 the ground?

16 A I don't know what date it was

17 Q Had you heard anything about it at
18 all before observing the flags in the ground?

19 A No

20 Q Are you aware, Ms Courtney, that
21 the Dunns have made a proposal to resolve this
22 issue, this lawsuit?

23 A I don't know what that means You
24 mean to stop it?

25 Q This is a letter that I wrote to

**STATE OF SOUTH CAROLINA
IN THE
COURT OF APPEALS**

Appeal from the Court of Common Pleas
For Georgetown County
Honorable John M Milling, Circuit Judge
Civil Action No 2006-CP-22-0914
APPEAL NO 2

AJG Holdings, LLC, Stalvey Holdings, LLC,
David Croyle, Linda Croyle, Jean C Abbott,
Linda T Courtney, Sumter L Langston,
Diane Langston, Carl B Singleton, Jr ,
Virginia M Owens, and Stoney Harrelson,

Respondents,

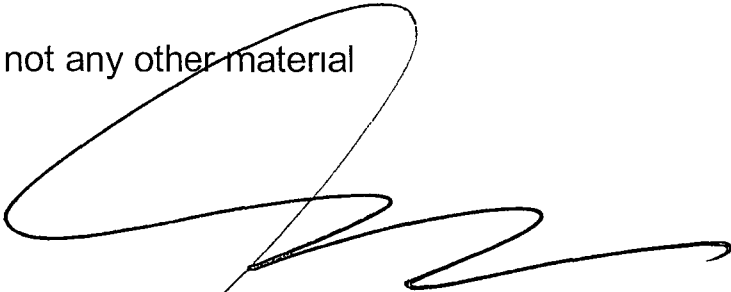
v

Levon Dunn, Pamela S Dunn, and
Helen Sasser,

Appellants

**RULE 210(g), SCACR,
CERTIFICATE OF COUNSEL**

I, Stephen P Groves, Sr , Esquire, hereby certify, pursuant to Rule 210(g), SCACR, that this **Record on Appeal (Volumes I, II, and III)** contains all of the material and documentation proposed to be included by any of the parties and not any other material


Signed _____
Stephen P Groves, Sr , Esquire

Charleston, South Carolina

June 4, 2009