

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

Appeal from Chester County
Court of Common Pleas
Brooks P. Goldsmith, Circuit Court Judge

Case Number 2011-CP-12-0323

Mell Woods Appellant,

v.

John D. Hinson; Christine Jones; John C. Hinson; William L.
Hinson; Lois Hinson; Robert Breakfield, as Personal
Representative of the Estate of Reba P. Hinson; Elaine H.
Hensley; Robert H. Hinson; George Standford, as Personal
Representative of the Estate of Linda H. Standford; William C.
Hinson, Jr.; Darrell W. Hinson; Mary Roe and John Doe,
fictitious names used to designate all other parties, whose
names are unknown, and any and all other persons claiming any
right, title, estate, interest or lien upon the real estate
described in the complaint,

. Respondents.

RECORD ON APPEAL

Court of Appeals Internal Tracking Number 2012 212330

Mell Woods
P.O. Box 2603
Lancaster, SC 29721

Vol. ~~II~~ II, pgs. ~~1-3~~

RECEIVED

APR 29 2013

SC Court of Appeals

499-762

B. Michael Brackett
Moses Koon & Brackett
P.O. Box 100261
Columbia, SC 29202
Respondent Attorney

**OFFICE OF THE PROBATE COURT
CHESTER COUNTY
PO DRAWER 580**

CHESTER, SC 29706

CASE# : 2008ES1200297

ESTATE OF: REBA PETTIT HINSON,

Payor: ROBERT HAROLD BREAKFIELD

Receipt Number: 3443

Officer: DIANNE

Cash or Check#: 2058

Date of Receipt: 01/29/2010

TOTAL FEES: \$5.50

PAYMENTS: \$5.50

ENDING BALANCE: \$0.00

ACCOUNT:

COMMENTS:

STATE OF SOUTH CAROLINA

PROBATE COURT

COUNTY OF CHESTER

IN THE MATTER OF ESTATE OF REBA HINSON

CASE NUMBER 2008 ES 1200 297

PROPOSAL FOR DISTRIBUTION

Personal Representative(s): Robert H. Breakfield, Esq.

Name and Address of Distributee	Amount or Item
Lois Hinson - (SEE ATTACHED LIST FOR ADDRESSES)	\$76,162.85 - Cash
John C. Hinson	\$76,162.87 - Cash
Kathy Huffstickle	\$15,511.43 - Cash; an Acct. Receivable for \$60,651.42
Darrell W. Hinson	\$9,520.35 - Cash
E/O Linda Stanford	\$9,520.35 - Cash
Elaine H. Hensley	\$9,520.35 - Cash
William C. Hinson, Jr.	\$9,520.35 - Cash
Robert H. Hinson	\$9,520.35 - Cash
Charles J. Hinson	\$9,520.35 - Cash
John D. Hinson	\$9,520.35 - Cash
William L. Hinson	\$9,520.35

LOIS H. RODDEY
JUDGE OF PROBATE
2010 JAN 27 P 12:23
CLERK OF PROBATE
CHESTER COUNTY, S.C.

Executed this 21st day of December, 2009.

Signature: _____
Name: _____
Address: _____
Telephone (O): _____
(H): _____

Signature: Robert H. Breakfield
Name: Robert H. Breakfield
Address: PO Box 36061
Rock Hill, SC 29732
Telephone (O): _____
(H): _____

Lois Hinson
1399 Beaver Dam Rd.
Richburg, SC 29729

Kathy H. Huffstickle
5715 Lake View Cr.
Fort Lawn, SC 29714

John C. Hinson
1563 Hinton Dr.
Great Falls, SC 29055

William L. Hinson
611 Hughes Street
Sanford, NC 27330

John D. Hinson
1683 Poorboy Road
Great Falls, SC 29055

Charles J. Hinson
237 Laura, Lot 21
Florence, SC 29506

Robert H. Hinson
P.O. Box 72
McConnells, SC 29726

William C. Hinson, Jr.
118 Nella Street
Chester, SC 29706

Elaine H. Hensley
6 Church Street
Great Falls, SC 29055

E/O Linda H. Stanford
6969 Snowy Owl Rd.
Kershaw, SC 29067

Darrell W. Hinson
PO Box 163
Fort Lawn, SC 29714

LOIS H. RODDEY
JUDGE OF PROBATE
2010 JAN 21 P 12:23
CHESTER COUNTY, S.C.

STATE OF SOUTH CAROLINA

COUNTY OF CHESTER

IN THE MATTER OF REBA P. HINSON

CASE NUMBER: 2008ES1200297

PROBATE COURT

RECEIPT

The undersigned hereby acknowledges receipt from the Personal Representative in this matter of the following property:

A distribution check from the Estate in the amount of \$76,162.85.

Executed this 28th day of December, 2009.

Witness:

Ruby Davis

Beneficiary:

Lois Hinson
Lois Hinson

LOIS H. RODDEY
JUDGE OF PROBATE
2010 JAN 27 P 12:23
FEB 13 10 11 AM '10
CHESTER CO. CLERK

STATE OF SOUTH CAROLINA)
COUNTY OF CHESTER)

IN THE PROBATE COURT
FOR CHESTER COUNTY

Estate of Reba P. Hinson
2008-ES-1200-297

LOIS H. RODDEY
JUDGE OF PROBATE
2009 JAN 27 P 12 23
CLERK COURT

This agreement between Robert H. Breakfield, Personal Representative of Estate of Reba P. Hinson, and Kathy H. Huffstickle resolves the matter of certain funds removed by Kathy H. Huffstickle from the bank account of Reba P. Hinson on or about December 28, 2006 in the amount of \$260,651.42.

In exchange for the estate electing not to pursue a claim against Kathy H. Huffstickle for interest earned on \$260,651.42 from December 28, 2006 to July 27, 2009 and to not pursue the bank interest penalty forfeiture on funds that were removed from the accounts of Reba P. Hinson on December 28, 2006 by Kathy H. Huffstickle, Kathy H. Huffstickle has paid over to the estate the sum of \$200,000.00. In addition, the estate will hold an account receivable in the amount of \$60,651.42 from Kathy H. Huffstickle which shall be subtracted from her share of the Hinson estate. Therefore, upon the closing of the Hinson estate and the distribution of assets to the estate beneficiaries in lieu of the first \$60,651.42 that is distributable to Kathy H. Huffstickle, the receivable will be reduced dollar for dollar until the receivable is extinguished. Thereafter, Kathy H. Huffstickle shall receive her probate share of the estate distribution.

Executed this 27 day of July, 2009.

Witnesses

Patricia Davis
Kelly S. Sumwalt
Patricia Davis
Kelly S. Sumwalt

Kathy Huffstickle
Kathy H. Huffstickle
Beneficiary

Robert H. Breakfield
Robert H. Breakfield
Personal Representative of
Estate of Reba P. Hinson

Robert H. Breakfield
Personal Representative
12/22/09

STATE OF SOUTH CAROLINA)

COUNTY OF LANCASTER)

IN THE MATTER OF: LINDA HINSON)
STANFORD)

IN THE PROBATE COURT

CERTIFICATE OF APPOINTMENT

CASE NUMBER: 2010ES2900006

This is to certify that

GEORGE W. STANFORD, SR.

is/are the duly qualified

- ☒ PERSONAL REPRESENTATIVE
☐ GUARDIAN
☐ CONSERVATOR
☐ TRUSTEE

in the above matter and that this appointment, having been executed on the 7th day of January, 2010, is now in full force and effect, including authorization to receive all monies, income, principal, interest & dividends of and belonging to said estate.

RESTRICTIONS:

NONE

Executed this 7th day of January, 2010.

LOIS H. RODDEY
JUDGE OF PROBATE
2010 JAN 27 PM 12:23
PROBATE COURT
LANCASTER COUNTY, S.C.

Sandra S. Estridge
SANDRA S. ESTRIDGE, Probate Court Judge

Do not accept a copy of this certificate without the raised seal of the Probate Court.

504

STATE OF SOUTH CAROLINA
COUNTY OF CHESTER

IN THE MATTER OF REBA PETTIT HINSON

IN THE PROBATE COURT
CERTIFICATE OF APPOINTMENT

CASE NUMBER: 2008ES1200297

This is to certify that
ROBERT HAROLD BREAKFIELD

is/are the duly qualified

- ☒ PERSONAL REPRESENTATIVE
☐ GUARDIAN
☐ CONSERVATOR
☐ TRUSTEE

In the above matter and that this appointment, having been executed on the 18th day of February, 2009, is now in full force and effect, including authorization to receive all monies, income, principal, interest & dividends of and belonging to said estate.

RESTRICTIONS: NONE.

Executed this 18th day of February, 2009

Do not accept a copy of this certificate without
the raised seal of the Probate Court.

Loish H. Roddey
LOISH H. RODDEY, JUDGE OF PROBATE

STATE OF SOUTH CAROLINA

PROBATE COURT

COUNTY OF CHESTER

IN THE MATTER OF ESTATE OF REBA HINSON

CASE NUMBER 2008ES1200297

PROOF OF DELIVERY

On the 21st day of December, 2009, I mailed or delivered an Estate distribution check,

a copy of which is attached hereto and incorporated herein, by the following method (check appropriate box):

- ☒ personal delivery
- ☒ ordinary first class mail
- ☐ certified mail
- ☐ registered mail

to each of the following persons at the address shown:

NAME	ADDRESS
SEE ATTACHED LIST	

SWORN to before me this 21 day of
December, 2009

Kelly S. Sumwalt
Notary Public for South Carolina
My Commission Expires: 1-16-2019

Signature: [Signature]
Name: Patricia Davis
Address: C/O Robert H. Breakfield
P.O. Box 36061, Rock Hill, SC 29732
Telephone(O): (803) 329-4920
(H): _____

Signature: _____
Name: _____
Address: _____
Telephone(O): _____
(H): _____

STATE OF SOUTH CAROLINA

COUNTY OF: Chester

IN THE MATTER OF: Reba P. Hinson

IN THE PROBATE COURT

STATEMENT OF CREDITOR'S CLAIM

CASE NUMBER: _____

Decedent's Date of Death (if known): 1-3-07

Decedent's Last Mailing Address: 1414 Catawba River Rd; Fort Lawn, SC 29714

Creditor: Lancaster Convalescent Center

Address: PO Box 1749

Lancaster, SC 29721

Telephone: 803-285-7907

Basis of claim:

Net charges for Reba Hinson as agreed.

Amount of claim \$ 962.00

Date claim will become due (if not already due): already due, 20____

Nature of uncertainty as to amount of claim and due date, if any:

Description of any security as to claim:

Signature: Donna B. Kyle

Title: Business Office mgr

Date: 3-14-07

INSTRUCTIONS: Claims must be filed with the Probate Court of this county and delivered or mailed to the Personal Representative appointed to administer the estate (see section 62-3-803, 62-3-804, and 62-3-805 on next page.)



Chester County, South Carolina

LOIS H. RODDEY, JUDGE OF PROBATE
POST OFFICE DRAWER 580
CHESTER, SOUTH CAROLINA 29706

January 25, 2008

Mr. James W. Boyd
Attorney at Law
Post Office Box 36425
Rock Hill, SC 29732

In Re: Estate of Reba P. Hinson

Dear Mr. Boyd:

Regarding the above referenced matter, please find enclosed Notice of Hearing to Kathy Huffstickle and James W. Boyd, Attorney.

Yours truly,

Lois H. Roddey
Lois H. Roddey
Judge of Probate

LHR/sfw

508

Ned Gregory, II

GREGORY & GREGORYSM
ATTORNEYS AT LAW

Post Office Box 967
210 West Meeting Street
Lancaster, South Carolina 29721-0967
Telephone (803) 283-3324
Fax Line (803) 283-3326
E-Mail: ngregory@comporium.net

Toy R. Gregory, Sr.
(1899 - 1973)
Ned Gregory, Sr.
(1903 - 1985)

January 11, 2009

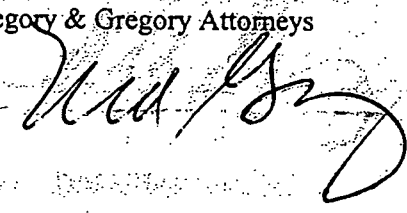
Chester County Probate Court
Post Office Drawer 580
Chester, SC 29706-0580

RE: Estate of Reba Pettit Hinson

In regards to the above captioned case, enclosed please find an original and a copy of the Proof of Delivery. Once this has been recorded please return copy to us in the provided self addressed stamped envelope.

Yours very truly,

Gregory & Gregory Attorneys

By: 

NGII/law
enclosure

LOUIS H. ROBBEY
JUDGE OF PROBATE
2009 JAN 14 A 11:44
PROBATE COURT
CHESTER COUNTY S.C.

509

Returned checked copy 1-14-09

STATE OF SOUTH CAROLINA
COUNTY OF CHESTER

PROBATE COURT

IN THE MATTER OF REBA PETTIT HINSON

CASE NUMBER 2008-ES-12-00297

PROOF OF DELIVERY

On the 9th day of January, 2009 I mailed or delivered a copy of Petition for Appointment, a copy of which is attached hereto and incorporated herein, by the following method (check appropriate box):

- ☐ personal delivery
☒ ordinary first class mail
☐ certified mail
☐ registered mail

LOIS H. RODDEY
JUDGE OF PROBATE
2009 JAN 14 / A 11:44
PROBATE COURT
CHESTER COUNTY S.C.

to each of the following persons at the addresses shown:

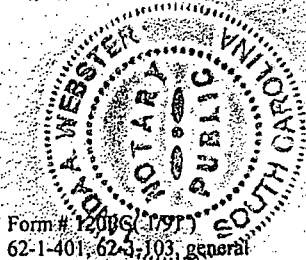
Lois Hinson	1414 Catawba River Road	Fort Lawn, SC 29714
Kathy Hinson Huffstickle	5715 Lake View Circle	Fort Lawn, SC 29714
John Calhoun Hinson	1563 Hinton Drive	Great Falls, SC 29055
William Levy Hinson	909 Stone Oak Court	Sanford, NC 27330
John Daniel Hinson	5621 Footlose Road	Fort Lawn, SC 29714
Charles Jerry Hinson	237 Laura Lot 21	Florence, SC 29506
Robert Harold Hinson	Post Office Box 72	McConnells, SC 29706
William Calvin Hinson, Jr.	118 Nella Street	Chester, SC 29706
Etta Elaine H. Hensley	6 Church Street	Great Falls, SC 29055
Linda Kay H. Stanford	6969 Snowy Owl Road	Kershaw, SC 29067
Darrell Wayne Hinson	Post Office Box 163	Fort Lawn, SC 29714

SWORN to before me this 9th day of
January, 2009.

Signature Ned Gregory, II
Name Ned Gregory, II
Address: Post Office Box 967
Lancaster, SC 29721-0967
Telephone (O) (803) 283-3324

Notary Public for South Carolina
My Commission Expires: 8/31/2014

Signature _____
Name _____
Address: _____
Telephone (O) _____
(H) _____



Form # 1200G (1/97)
62-1-401, 62-1-103, general

GREGORY & GREGORYSM
ATTORNEYS AT LAW

Ned Gregory, II

Post Office Box 967
210 West Meeting Street
Lancaster, South Carolina 29721-0967
Telephone (803) 283-3324
Fax Line (803) 283-3326
E-Mail: ngregory@comporium.net

Toy R. Gregory, Sr.
(1899 - 1973)
Ned Gregory, Sr.
(1903 - 1985)

December 1, 2008

Judge Lois H. Roddey
Post Office Box 580
Chester, SC 29706

RE: Estate of Reba Pettit Hinson

Dear Judge Roddey,

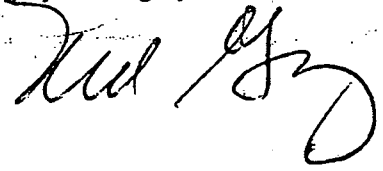
Enclosed please find the original and one copy of the Petition of Robert Harold Breakfield, Esq. for Appointment of Personal Representative in the above captioned estate.

Please file in your Court and have the copy conformed and returned in the self-addressed stamped envelope.

Please advise how you wish to proceed.

Yours very truly,

Gregory & Gregory, Attorneys

By: 

NGII/law
enclosure
cc. Robert Harold Breakfield, Esq.
Lois Hinson

LOIS H. RODDEY
JUDGE OF PROBATE
2008 DEC 15 PM 4:09
PROBATE COURT
CHESTER COUNTY S.C.

Ned Gregory, II

GREGORY & GREGORYSM

ATTORNEYS AT LAW

Post Office Box 957 PROBATE
210 West Meeting Street
Lancaster, South Carolina 29721-0967
Telephone (803) 283-3324
Fax Line (803) 283-3326
E-Mail: ngregory@comcast.net

Toy R. Gregory, Sr.
(1899 - 1973)
Ned Gregory, Sr.
(1903 - 1985)

September 4, 2008

Chester County Probate Court
Post Office Drawer 580
Chester, SC 29706-0580

RE: Estate of Reba Pettit Hinson

I understand that on June 19, 2008, James W. Boyd, Esq. notified via fax Steedley J. Bogan, Esq., Bruce M. Poore, Esq., and the undersigned regarding the proposed appointment of John Gettys, Esq. as Personal Representative of the above captioned estate and that, after receiving no response, sent a follow up fax on August 26, 2008.

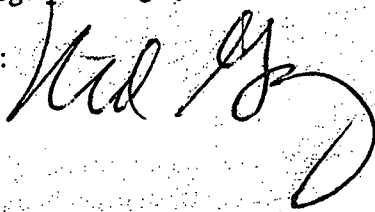
While my client neither agrees with nor opposes the appointment of Gettys, Robert Harold Brakefield, Esq. of the Rock Hill Bar has consented to serve as Personal Representative and is hereby submitted to the Probate Court for its consideration. Mr. Brakefield's phone number is (803) 329-4920.

I personally believe that Mr. Brakefield would make an excellent choice as Personal Representative of the Estate of Reba P. Hinson, would act promptly and serve efficiently. Therefore, by way of copies hereof to the noted attorneys, I am requesting that responses be made to the Probate Court by September 15, 2008; otherwise, I hereby request that Mr. Brakefield be appointed by the Probate Court.

P.S. Mr. Boyd has confirmed by phone conversation on September 4, 2008 that he has no objection with appointment of Mr. Brakefield.

Yours very truly,

Gregory & Gregory Attorneys

By: 

NGII/law

cc. Lois Hinson
Steedley J. Bogan, Esq.
James W. Boyd, Esq.
Bruce M. Poore, Esq.

STATE OF SOUTH CAROLINA
COUNTY OF CHESTER

IN THE MATTER OF REBA PETTIT HINSON

IN THE PROBATE COURT
FIDUCIARY LETTERS

CASE NUMBER: 2008ES1200297

Recorded- Book C
Page 8

- ☒ PERSONAL REPRESENTATIVE
☐ GUARDIANSHIP
☐ CONSERVATORSHIP
☐ TRUSTEESHIP
☐ _____

On the 18th day of February, 2009

ROBERT HAROLD BREAKFIELD

was/were appointed and qualified as Fiduciary(ies) of the above matter by this court, with all the authority granted to a fiduciary by law.

NOW, THEREFORE, LETTERS are issued, as evidence of such appointment, qualification, and authority of the abovesigned fiduciary(ies) to do and perform all acts which may be authorized by law.

RESTRICTIONS:

NONE.

Executed this 18th day of February, 2009

Do not accept a copy of this certificate without
the raised seal of the Probate Court.

Lois H. Roddey
LOIS H. RODDEY, JUDGE OF PROBATE

STATE OF SOUTH CAROLINA

COUNTY OF: CHESTER

IN THE MATTER OF: REBA P. HINSON

IN THE PROBATE COURT

NOTICE OF: HEARING

CASE NUMBER:

TO: KATHY HUFFSTICKLE AND JAMES W. BOYD, ATTORNEY.

DATE: FEBRUARY 28, 2008

TIME: 2:00 PM.

PLACE: CHESTER COUNTY PROBATE COURT, 1476 J. A. COCHRAN BY-PASS, CHESTER, SC

DESCRIPTION OF ATTACHED PLEADINGS (example: petition for formal appointment, filing of bond, hearing to determine heirs, etc.):

TO APPOINT A PERSONAL REPRESENTATIVE OR CO-PERSONAL REPRESENTATIVES FOR THE ESTATE OF REBA P. HINSON.

Executed this 25th day of January 2008.

Lois H. Roddey
LOIS H. RODDEY, JUDGE OF PROBATE

IF TRANSCRIPT OF HEARING IS DESIRED, YOU WILL NEED TO ARRANGE FOR A COURT REPORTER.

2-18-2010
Per Judge Gettys -
Original Private Last
Will dated April 5,
2003 is in safe

FORM #110PC (1/89)

62-1-401, 62-3-201, 62-3-310, 62-3-403, 62-3-414, 62-3-611, 62-3-721
62-3-1002, 62-3-1003, 62-3-1102, 62-4-203, 62-4-303, 62-5-301, 62-5-305, 62-5-309,
62-5-401, 62-5-402, 62-5-405, 62-5-408, 62-5-412, 62-5-413, 62-5-422, 62-7-208, etc.

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Recently private Last Will
as of April 5 - 2003

Last Will and Testament of Reba
Pettit Hinson

1. I will and direct that my
Executor hereinafter shall
first money coming into their hands
from my estate pay all my just debts
if any doctors, hospital, and burial
as soon as possible. After he or she
is qualified, The cash if any
will be divided equal between my
four children name 1. Lois S. Huffer
Ruth E. Hufferstickle, John C. Hinson
William C. Hinson heirs (he is deceased)

at my death I request to my
daughter Lois S. Huffer Certificate
at Spratts Bank in Chester, S.C.
to be given at my death to be put in
trust fund ^{she will have a income} ~~with~~ ^{which} she has no land
bordering the river except one small
area. ^{she will} ~~she~~ ^{will} ~~inherit~~ ^{inherit} ~~Track #4~~
which is the ~~Home~~ ^{Home} ~~stead~~ ^{stead}. The land
was given to me by my father & mother
Sufford Pettit and Hattie Pettit. I
my self bought my sister part and my

that other children named C. Reba will inherit track #4
Nathaly, William, 2 - 3 track of land of R. H. Hinson

2000 JAN 29 11:04 AM
LOIS H. RODEY
DOUGLASS PROSTATE
CHESTER COUNTY

brothers part 2 Reba P Hinson paid for it with my money.

also I ask that all household goods stay in my house until Lois B Huffman death to be divided between the four children or their heirs, Naomi^{Paul} B Huffman heirs, Kathy Huffstickle, John C Hinson William C Hinson (deceased) heirs

at my death I will to Lois Huffman my automobile, my rings, watch, cell jewelry.

As for land that was willed to me my life time by Levie Hoyt Hinson my husband as follows

1. Lot # 1 Kathy Huffstickle
2. Lot # 2 John C Hinson
3. Lot # 3 William C Hinson (deceased) his heirs.

Levie Hoyt Hinson desire was for Lois B Hinson to have track number 4 which is the homestead and the land that is in Reba P Hinson only. track # 4.



Chester County, South Carolina

LOIS H. RODDEY, JUDGE OF PROBATE
POST OFFICE DRAWER 580
CHESTER, SOUTH CAROLINA 29706

January 25, 2008

Mr. Ned Gregory, II
Gregory & Gregory
Attorneys at Law
Post Office Box 967
Lancaster, SC 29721

In Re: Estate of Reba P. Hinson

Dear Mr. Gregory:

Regarding the above referenced matter, please find enclosed Notice of Hearing to Lois Hinson Griffin and Ned Gregory, II, Attorney.

Yours truly,

Lois H. Roddey
Lois H. Roddey
Judge of Probate

LHR/sfw

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STATE OF SOUTH CAROLINA

COUNTY OF: CHESTER

IN THE MATTER OF: REBA P. HINSON

IN THE PROBATE COURT

NOTICE OF: HEARING

CASE NUMBER:

TO: LOIS HINSON GRIFFIN AND NED GREGORY, II, ATTORNEY.

DATE: FEBRUARY 28, 2008

TIME: 2:00 PM

PLACE: CHESTER COUNTY PROBATE COURT, 1476 J. A. COCHRAN BY-PASS, CHESTER, SC

DESCRIPTION OF ATTACHED PLEADINGS (example: petition for formal appointment, filing of bond, hearing to determine heirs, etc.):

TO APPOINT A PERSONAL REPRESENTATIVE OR CO-PERSONAL REPRESENTATIVES FOR THE ESTATE OF REBA P. HINSON.

Executed this 25th day of January 2008.

Lois H. Roddey

LOIS H. RODDEY, JUDGE OF PROBATE

IF TRANSCRIPT OF HEARING IS DESIRED, YOU WILL NEED TO ARRANGE FOR A COURT REPORTER.



Chester County, South Carolina

LOIS H. RODDEY, JUDGE OF PROBATE
POST OFFICE DRAWER 580
CHESTER, SOUTH CAROLINA 29706

January 25, 2008

Mr. John C. Hinson
1563 Hinton Road
Great Falls, SC 29055

In Re: Estate of Reba P. Hinson

Dear Mr. Hinson:

Regarding the above referenced matter, please find enclosed Notice of Hearing scheduled for February 28, 2008 at 2:00 PM.

Yours truly,

Lois H. Roddey
Lois H. Roddey
Judge of Probate

LHR/sfw

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STATE OF SOUTH CAROLINA
COUNTY OF: CHESTER
IN THE MATTER OF: REBA P. HINSON

)
)
)
)
)

IN THE PROBATE COURT

NOTICE OF: HEARING

CASE NUMBER:

TO: JOHN C. HINSON

DATE: FEBRUARY 28, 2008

TIME: 2:00 PM

PLACE: CHESTER COUNTY PROBATE COURT, 1476 J. A. COCHRAN BY-PASS, CHESTER, SC

DESCRIPTION OF ATTACHED PLEADINGS (example: petition for formal appointment, filing of bond, hearing to determine heirs, etc.):

TO APPOINT A PERSONAL REPRESENTATIVE OR CO-PERSONAL REPRESENTATIVES FOR THE ESTATE OF REBA P. HINSON.

Executed this 25th day of January, 2008.

Lois H. Roddey
LOIS H. RODDEY, JUDGE OF PROBATE

Ned Gregory, II

GREGORY & GREGORYSM
ATTORNEYS AT LAW

Post Office Box 967
210 West Meeting Street
Lancaster, South Carolina 29721-0967
Telephone (803) 283-3324
Fax Line (803) 283-3326
E-Mail: ngregory@infoav.com

Toy R. Gregory, Sr.
(1899 - 1973)
Ned Gregory, Sr.
(1903 - 1985)

March 15, 2007

via facsimile (803) 581-5180

Chester County Probate Court
Honorable Lois H. Roddey
Post Office Box 580
Chester, SC 29706

RE: Estate of Reba P. Hinson

Dear Judge Roddey,

Please be advised, that I have been retained by Lois H. Griffin to represent her in the above captioned case. I have prepared an Application for Appointment for her to submit to the Court for filing and in that regard, please accept this letter as a formal request for a hearing to appoint the Personal Representative in this case.

*Lois Griffin
Wants you to wait
until next week
to set date for
hearing on Petition
if you can.*

3-20-07

*4-4-07
Put in next
Per Judge*

Yours very truly,

Gregory & Gregory Attorneys

By:

Ned Gregory II

*4-2-07
Will be scheduling
hearing next week &
will notify you by
letter*

*Renunciations need to
be signed by one not
serving as P.R.*

521

March 15, 2007

Lois Hinson Griffin and her daughter left these papers – they were told they needed to file the original and have copies clocked (clocked copies of course given back to them)

Shortly thereafter daughter returned asking if she could please check information to make sure it is correct as to names and addresses of heirs which I allowed her to do. I then inquired as to an attorney representing them and she said that would be Gregory and Gregory, Lancaster, SC.

I told them they would need to call back this afternoon for further instructions.

STATE OF SOUTH CAROLINA

COUNTY OF: CHESTER

IN THE MATTER OF: Reba Pettit Hinson

IN THE PROBATE COURT

CASE NUMBER:

APPLICATION FOR

INFORMAL

(check any that apply)

- ☒ PROBATE OF WILL
☒ APPOINTMENT

PETITION FOR

FORMAL

- ☒ TESTACY
☒ APPOINTMENT

Applicant/Petitioner: Lois Hinson Griffin

Address: 1414 Catawba River Road

Telephone: Fort Lawn, South Carolina 29714

I. ALL APPLICANTS/PETITIONERS MUST COMPLETE THIS SECTION.

1. Give your relationship to the decedent, if any, and your interest in this proceeding.

As Decedent's oldest daughter. I am interested in processing the Estate according to the wishes of my mother.

2. Decedent Information

Name: Reba Pettit Hinson

Social Security Number: ~~REDACTED~~

Date of Birth: July 3, 1915

Date of Death: January 3, 2007

Age at date of death: 91

Domicile at date of death: Chester South Carolina
(county) (state)

3. Venue for this proceeding is proper in this county because:

- ☒ Decedent was domiciled in this county at date of death.
☐ Decedent was not domiciled in South Carolina, but property of Decedent was located in this county at date of death.
☐ Decedent has a right to take legal action in this county because:

- 4.a. Names and addresses of devisees in the will including dates of birth of minors. If there are no minors, so state.

Name	Date of Birth	Address	Relationship to Decedent
Lois Hinson Griffin	4-14-33	1414 Catawba Street, Ft. Lawn, SC 29714	daughter
Kathy Hinson Huffstickle	12-4-52	5715 Lake View Cir., Ft. Lawn, SC 29714	daughter
John Calhoun Hinson	5-9-28	1563 Hinton Dr., Great Falls, SC 29055	son
William Levie Hinson	3-19-47	909 Stone Oak Court, Sanford, NC 27330	grandson

(use additional sheet if necessary)

Estate of Reba Pettit Hinson

Cont.

4.a.

Name	Date of Birth	Address	Relationship
John Daniel Hinson	4-19-48	56 Foot Loose Road, Ft. Lawn, SC 29714	grandson
Charles Jerry Hinson	12-20-49	237 Laurell Lot 21, Florence, SC 29506	grandson
Robert Harold Hinson	12-3-50	PO Box 72, McConnells, SC 29726	grandson
Michael Dennis Hinson	4-3-52	Deceased 4-17-52	grandson
William Calvin Hinson, Jr	7-17-53	118 Nella St., Chester, SC 29706	grandson
Etta Elaine H. Hensley	7-31-54	6 Church St., Great Falls, SC 29055	granddaughter
Linda Kay H. Stanford	2-6-56	PO Box 271, Lancaster, SC 29721	granddaughter
Darrell Wayne Hinson	4-5-61	PO Box 163, Fort Lawn, SC 29714	grandson

- 4.b. Names and addresses of intestate heirs who are not devisees, including dates of birth of minors. If there are no minors, so state. Intestate heirs are the persons who would inherit if the decedent left no will.

Name	Date of Birth	Address	Relationship to Decedent
None			

(use additional sheet if necessary)

5. Did decedent have any change of marital status or the birth or adoption of any children after execution of this will, if one exists, or has any child of the decedent been born since his death, or is any birth of a child of the decedent anticipated? (This includes illegitimate children.)
☒ NO ☐ YES If yes, please explain, on page 3.
6. To the best of your knowledge, was the decedent a patient in a South Carolina Mental Health facility during his/her lifetime?
☒ NO ☐ YES If yes, please explain, on page 3.
7. Has a guardian or conservator ever been appointed for this person?
☒ NO ☐ YES If yes, please explain on page 3.
8. Has a personal representative of the decedent been appointed prior to this date by a Court in this state or elsewhere?
☒ NO ☐ YES If yes, please state details, including name and address of such Personal Representative on page 3.
9. Have you received or are you aware of any demands for notice of any probate or appointment proceeding concerning the decedent that may have been filed in this state or elsewhere?
☒ NO ☐ YES If yes, please state details, including names and addresses of such Personal Representative, on page 3.
10. Have more than ten years passed since the decedent's death?
☒ NO ☐ YES If yes, please state circumstances authorizing tardy probate on page 3.
11. The decedent died with a personal estate of about the value of \$308,000.00 and real estate of about the value of N/A. (A full inventory and appraisal, Form #350PC, must be filed within 90 days.) If decedent was non-resident, please attach South Carolina Commission form ET 101.
12. After the exercise of reasonable diligence, are you aware of any unrevoked will and/or codicil(s), other than the one(s) attached hereto, relating to property in this State?
☒ NO ☐ YES If yes, please explain on page 3 and then proceed to Section II.

IF A WILL EXISTS, PLEASE COMPLETE THIS SECTION.

1. Regarding the decedent's will:

- ☐ The original is attached
- ☒ The original is in the Court's possession
- ☐ An authenticated copy of a will probated in another jurisdiction is attached
- ☐ An authenticated copy of a will not probated in another jurisdiction is attached
- ☐ The will is lost, destroyed, or otherwise unavailable, however, a description of its contents is attached

2. Do you believe, to the best of your knowledge, the will described above was validly executed?

- ☒ Yes ☐ NO If no, please explain on page 3.

3. The date of execution of the will was: June 23, 1998
codicil(s): N/A

4. Are you aware of any instrument or document amending or revoking the will?

- ☒ NO ☐ YES If yes, please explain on page 3.

5. Have you exercised reasonable diligence to determine there is no instrument or document revoking the will?

- ☒ YES ☐ NO If no, please explain on page 3.

6. Do you believe the will defined in "1" above is the decedent's last will?

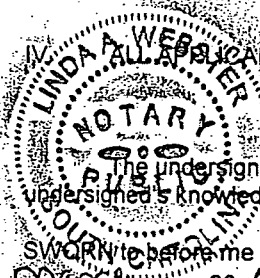
- ☒ YES ☐ NO If no, please explain on page 3.

COMPLETE EXPLANATION (S) FOR QUESTIONS IN SECTIONS I and II HERE.
(If more space is required, use additional sheet.)

te to 4, 5, 6 - The handwritten document apparently written by Decedent dated April 5, 2003 and the typed document dated April 5, 2003 and witnessed April 24, 2003, were not validly executed; therefore, were not considered have revoked the Last Will and Testament dated June 23, 1998.

IF APPLYING FOR INFORMAL OR FORMAL APPOINTMENT, PLEASE COMPLETE THE FOLLOWING.

1. The name(s) and address(es) of the proposed Personal Representative(s) is/are:
2. Priority for this appointment is:
 - ☒ named as Primary Personal Representative in will or nominee of Primary Personal Representative
 - ☐ named as Alternate Personal Representative in will or nominee of Alternate Personal Representative
 - ☐ named as nominee of Primary and/or Alternate Personal Representative
 - ☐ other devisee of decedent, or nominee (describe): _____ or nominee of said devisee
 - ☐ surviving spouse of decedent, or nominee of said spouse
 - ☐ other heir of decedent (describe): _____
 - ☐ creditor (Forty-five days after death must have passed), or nominee of creditor
 - ☐ other (describe): _____
 - ☐ nominee of any of the above
3. List below the names of any other persons, if any, having a prior or equal right of appointment (see priority above).



ALL APPLICANTS/PETITIONERS MUST COMPLETE VERIFICATION.

VERIFICATION

The undersigned, being sworn, states that the facts set forth in the foregoing statement are true to the best of the undersigned's knowledge, information and belief, and hereby submits to the Court's jurisdiction in this matter.

SWORN to before me this 15th day of March, 20 07

Linda A. Webb

Notary Public for South Carolina

My Commission Expires: 8-31-2014

Signature: Lois S. Griffin
Name: Lois Hinson Griffin
Address: 1414 Catawba River Road
Fort Lawn, South Carolina 29714
E-mail: _____
Telephone (O): _____
(H): _____

ORDER OF INFORMAL PROBATE

IT IS HEREBY ORDERED that the above application for probate of a will be ☐ GRANTED ☐ DENIED informally this _____ day of _____, 20 _____.

_____, Probate Court Judge

ORDER FOR HEARING ON FORMAL PETITION

IT IS HEREBY ORDERED that a hearing on this matter be set for:

DATE: _____
TIME: _____
PLACE: _____

Pursuant to Section 62-1-401, the petitioner is ordered to give notice of this hearing to all interested persons at least twenty (20) days prior to the hearing.

Executed this _____ day of _____, 20____

_____, Probate Court Judge

ORDER OF FORMAL TESTACY

On hearing of the above petition, this Court finds that the person is deceased, venue is proper, and the proceeding was commenced within appropriate time limits.

The Court further finds that

☐ the decedent died intestate. The heirs are:

☐ the decedent died testate. IT IS HEREBY ORDERED that the Last Will and Testament of the above-named decedent, dated _____, be admitted formally to probate.

Executed this _____ day of _____, 20____

_____, Probate Court Judge

SEE ATTACHED ORDER

ORDER OF APPOINTMENT

IT IS HEREBY ORDERED that the above application/petition for appointment be granted upon the filing of a bond of appropriate qualification and acceptance.

Executed this _____ day of _____, 20____

_____, Probate Court Judge

528

QUALIFICATION AND STATEMENT OF ACCEPTANCE

I accept this appointment and agree to perform the duties and discharge the trust of the office of Personal Representative of this estate.

Signature: _____

Name: Lois Hinson Griffin

Address: 1414 Catawba River Road

Fort Lawn, South Carolina 29714

E-mail: _____

Telephone (O): (803) 482-3448

(H): _____

Signature: _____

Name: _____

Address: _____

E-mail: _____

Telephone (O): _____

(H): _____

Attorney: _____

Address: _____

E-mail: _____

Telephone (O): _____

STATE OF SOUTH CAROLINA

COUNTY OF: Chester

IN THE MATTER OF: Reba P. Hinson

IN THE PROBATE COURT

PROOF OF DELIVERY

CASE NUMBER: 2008ES1200297

On the 16th day of December, 2009, I mailed or delivered the following document,
pgs. 3 + 4 of Form #300; Letter to Judge Cethys; 306 S.C. 270

- ☐ A copy of which is attached hereto and incorporated herein, or
☒ The original of which is on file with the court and incorporated herein,

Delivery was accomplished by the following method (check appropriate box):

- ☐ personal delivery
☐ certified mail
☒ ordinary first class mail
☐ registered mail

to each of the following persons at the address shown:

NAME
Robert Harold Breakfield

ADDRESS
P.O. Box 36061
Rock Hill, SC 29732

SWORN to before me this 16th day of
December, 2009

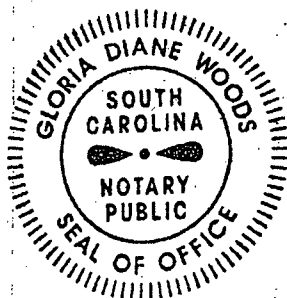
Gloria Diane Woods

Notary Public for South Carolina

My Commission Expires: Jan. 08, 2018

Signature: [Signature]
Name: Meri Woods
Address: P.O. Box 2603
Lancaster, SC 29721
Telephone (O): _____
(H): _____
E-mail: _____

Signature: _____
Name: _____
Address: _____
Telephone (O): _____
(H): _____
E-mail: _____



YORK COUNTY PROBATE COURT

John P. Gettys, Judge of Probate
Post Office Box 219, York, SC 29745
Tel: (803) 684-8513 Fax: (803) 684-8536

2010 JAN 12 A 9 04

PROBATE COURT
YORK COUNTY S.C.

January 8, 2010

Mr. Mell Woods
Post Office Box 2603
Lancaster, South Carolina 29721

RE: Estate of Reba P. Hinson
Case No. 2008ES1200297

Dear Mr. Woods:

Enclosed is copy of Order for Hearing on your motion to remove. I was unable to contact you by telephone to confirm that the hearing time and date were convenient. Please contact me within five days of receipt of this letter if you desire to change the time or date of the hearing.

Sincerely yours,

John P. Gettys
Judge of Probate

Enclosure(s)

cc: B. Michael Brackett, Esquire

W31March 11 po

532

MOSES KOON & BRACKETT, PC

ATTORNEYS AND COUNSELORS AT LAW

1333 Main Street, Suite 650 (29201)
Post Office Box 100261
Columbia, South Carolina 29202-3261

Telephone (803) 461-2300
Facsimile (803) 461-2309

B. Michael Brackett
Direct Dial: (803) 461-2312
Email: mbrackett@mkb-law.com

December 23, 2009

The Honorable Lois H. Roddey
Chester County Probate Judge
P. O. Drawer 580
Chester, SC 29706

RE: Estate of Reba P. Hinson
08-ES-12-297
Our File Number - 12085.1

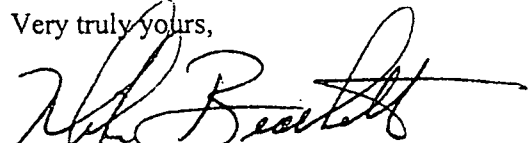
LOIS H. RODDEY
JUDGE OF PROBATE
2010 JAN - 4 P 3: 02
PROBATE COURT
CHESTER COUNTY S.C.

Dear Judge Roddey:

Enclosed for filing please find the Personal Representative's Return to Claimant's Motion for Removal to Circuit Court, and included in the Return is the Personal Representative's separate Motion to Dismiss. By copy of this letter, a copy of the enclosure is being mailed to Judge Gettys, and to the Claimant, Mr. Mell Woods.

Please return a clocked copy of the enclosed Return/Motion to Dismiss using the envelope provided.

Very truly yours,



B. Michael Brackett

BMB/bmb
Enclosures

cc. The Honorable John P. Gettys
Robert P. Breakfield, Esquire
Mr. Mell Woods

*Per Lois - clock in, file
& mail clocked copy*

1-4-10

M. A. D. C. 1-4-10

STATE OF SOUTH CAROLINA

COUNTY OF CHESTER

IN THE MATTER OF THE ESTATE OF REBA P. HINSON

CASE NUMBER 2008-ES-12-00297

PROBATE COURT

LOIS H. ROBDEY
JUDGE OF PROBATE

2010 JAN -4. P 3: 02

PROOF OF DELIVERY

PROBATE COURT
CHESTER COUNTY S.C.

On the 23rd day of December, 2009, I delivered copies of The Personal Representative's Return to Claimant's Motion for Removal, including the PR's Motion to Dismiss

a copy of which is attached hereto and incorporated herein, by the following method (check appropriate box):

- ☐ personal delivery
☒ ordinary first class mail
☐ certified mail
☐ registered mail

to each of the following persons at the address shown:

NAME	ADDRESS
Mell Woods, pro se	P. O. Box 2603, Lancaster, SC 29721

SWORN to before me this 23rd day of
December, 2009

Theresa Lawrence

Notary Public for South Carolina
My Commission Expires: 12-15-15

Signature: B. Michael Brackett
Name: B. Michael Brackett

Address: Moses Koon & Brackett, PC
P. O. Box 100261, Columbia, SC 29202-3261

Telephone(O):
(H):

Signature:
Name:
Address:

Telephone(O):
(H):

STATE OF SOUTH CAROLINA

COUNTY OF:

Chester

IN THE MATTER OF:

Reba P. Hinson

IN THE PROBATE COURT

PROOF OF DELIVERY

CASE NUMBER: 2008ES1200297

On the 22nd day of January, 2010, I mailed or delivered the following document,
Petition for removal of personal representative

☒
☐

A copy of which is attached hereto and incorporated herein, or
The original of which is on file with the court and incorporated herein,

Delivery was accomplished by the following method (check appropriate box):

☐ personal delivery
☐ certified mail

☒ ordinary first class mail
☐ registered mail

to each of the following persons at the address shown:

NAME

ADDRESS

B. Michael Brackett

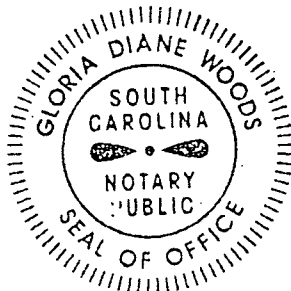
P.O. Box 100261
Columbia, SC 29202

SWORN to before me this 22 day of
January, 2010

Gloria Diane Woods

Notary Public for South Carolina

My Commission Expires: Jan. 8, 2018



Signature: [Signature]

Name: Mei Woods

Address: P.O. Box 2603

Lancaster, SC 29721

Telephone (O): _____

(H): _____

E-mail: _____

Signature: _____

Name: _____

Address: _____

Telephone (O): _____

(H): _____

E-mail: _____

STATE OF SOUTH CAROLINA

COUNTY OF: Chester

IN THE MATTER OF: Reba P. Hinson

IN THE PROBATE COURT

PROOF OF DELIVERY

CASE NUMBER: 2008ES1200297

On the 7 day of January, 2010, I mailed or delivered the following document,
re: Letter sent to B. Michael Brackett dated December 29, 2009

☒
☐

A copy of which is attached hereto and incorporated herein, or
The original of which is on file with the court and incorporated herein,

Delivery was accomplished by the following method (check appropriate box):

☐ personal delivery
☐ certified mail

☒ ordinary first class mail
☐ registered mail

to each of the following persons at the address shown:

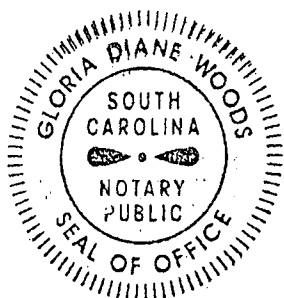
NAME	ADDRESS
<u>B. Michael Brackett</u>	<u>P.O. Box 100261</u> <u>Columbia, SC 29202</u>

WORN to before me this 7th day of
January, 2010

Gloria Diane Woods

Notary Public for South Carolina

My Commission Expires: Jan 8, 2018



Signature: [Signature]

Name: Mei Woods

Address: P.O. Box 2603
Lancaster, SC 29721

Telephone (O): _____

(H): _____

E-mail: _____

Signature: _____

Name: _____

Address: _____

Telephone (O): _____

(H): _____

E-mail: _____

STATE OF SOUTH CAROLINA

COUNTY OF: Chester

IN THE MATTER OF: Reba P. Hinson

IN THE PROBATE COURT

DEMAND FOR BOND

CASE NUMBER: 2008 ES
1200297

Demandant Name: Mell Woods

1. Nature of interest of undersigned: Improvements At Lot 10
2. Amount of interest or claim in the above estate: \$120,000.00 N. Adams Rd
3. The undersigned hereby demands that bond be required of the Personal Representative(s) of the estate.
4. Check one:
☒ By copy of this demand to Robert H. Breakfield, who was appointed and qualified as Personal Representative in this matter, I have given notice as required by law.
☐ To my knowledge, no Personal Representative has been appointed or qualified as of this date.

Executed this 09 day of November, 2009

11-12-09

Signature: Mell Woods

Name: Mell Woods

Address: P.O. Box 26

Telephone (O): LANCASTER, SC

(H):

*Faxed copy of Demand
for Bond to Judge
Gentry*

ORDER

Receipt of this demand, the Personal Representative shall give suitable bond. The Personal Representative shall refrain from exercising any powers of his/her estate or to pay the above demandant.

Executed this _____ day of _____, 20____.

_____, Probate Court Judge

STATE OF SOUTH CAROLINA

COUNTY OF: Chester

IN THE MATTER OF: Reba P. Hinson

IN THE PROBATE COURT

PROOF OF DELIVERY

CASE NUMBER: 2008ES1200297

On the 09 day of Dec, 2009, I mailed or delivered the following document,
Petition for Allowance of Claim

- ☐ A copy of which is attached hereto and incorporated herein, or
☒ The original of which is on file with the court and incorporated herein,

Delivery was accomplished by the following method (check appropriate box):

- ☐ personal delivery
☐ certified mail
☒ ordinary first class mail
☐ registered mail

to each of the following persons at the address shown:

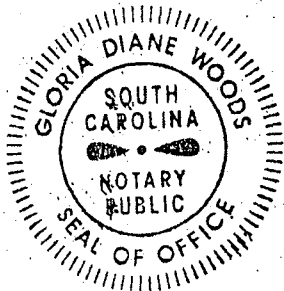
NAME	ADDRESS
<u>Robert Harold Breakfield</u>	<u>P.O. Box 36061</u> <u>Rock Hill, SC 29732</u>

SWORN to before me this 09 day of
December, 2009

Gloria Diane Woods

Notary Public for South Carolina

My Commission Expires: Jan. 08, 2018



Signature: [Signature]
Name: McCl Woods
Address: P.O. Box 2603
Lancaster, SC 29721

Telephone (O): _____
(H): _____
E-mail: _____

Signature: _____
Name: _____
Address: _____

Telephone (O): _____
(H): _____
E-mail: _____

STATE OF SOUTH CAROLINA

COUNTY OF: Chester

IN THE MATTER OF: Reba P. Hinson

IN THE PROBATE COURT

PROOF OF DELIVERY

CASE NUMBER: 2008ES1200297

On the 09 day of Dec, 2009, I mailed or delivered the following document,
Demand for Jury Trial

- ☐ A copy of which is attached hereto and incorporated herein, or
☒ The original of which is on file with the court and incorporated herein,

Delivery was accomplished by the following method (check appropriate box):

- ☐ personal delivery
☐ certified mail
☒ ordinary first class mail
☐ registered mail

to each of the following persons at the address shown:

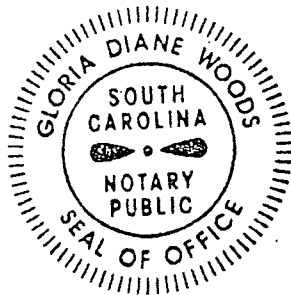
NAME	ADDRESS
<u>Robert Harold Breakfield</u>	<u>P.O. Box 36061</u> <u>Rock Hill, SC 29732</u>

SWORN to before me this 09 day of
December, 2009

Gloria Diane Woods

Notary Public for South Carolina

My Commission Expires: Jan. 08, 2018



Signature: [Signature]

Name: McIl Woods

Address: P.O. Box 2603

Lancaster, SC 29721

Telephone (O): _____

(H): _____

E-mail: _____

Signature: _____

Name: _____

Address: _____

Telephone (O): _____

(H): _____

E-mail: _____

STATE OF SOUTH CAROLINA

COUNTY OF: Chester

IN THE MATTER OF: Reba P. Hinson

IN THE PROBATE COURT

PROOF OF DELIVERY

CASE NUMBER: 2008ES1200297

On the 09 day of Dec, 2009, I mailed or delivered the following document,
Motion for removal to Circuit Court

- ☐ A copy of which is attached hereto and incorporated herein, or
☒ The original of which is on file with the court and incorporated herein,

Delivery was accomplished by the following method (check appropriate box):

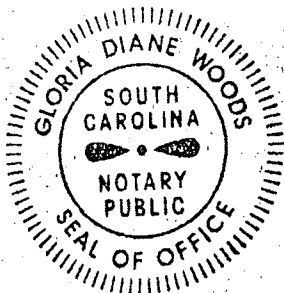
- ☐ personal delivery
☐ certified mail
☒ ordinary first class mail
☐ registered mail

to each of the following persons at the address shown:

NAME	ADDRESS
<u>Robert Harold Breakfield</u>	<u>P.O. Box 36066</u>
	<u>Rock Hill, SC 29732</u>

SWORN to before me this 09 day of
December, 2009

Gloria Diane Woods
Notary Public for South Carolina
My Commission Expires: Jan. 08, 2018



Signature: [Signature]
Name: McEl Woods
Address: P.O. Box 2603
Lancaster, SC 29721
Telephone (O): _____
(H): _____
E-mail: _____

Signature: _____
Name: _____
Address: _____
Telephone (O): _____
(H): _____
E-mail: _____

STATE OF SOUTH CAROLINA

COUNTY OF: Chester

IN THE MATTER OF: Reba P. Minson

IN THE PROBATE COURT

DEMAND FOR JURY TRIAL

CASE NUMBER: 2008ES1200297

Petitioner: Mell Woods

1. Nature of interest of undersigned: Property and damages

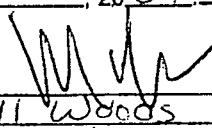
2. I request a trial by jury be set in the above matter relating to the following (complete both):

a. Issue of fact (describe): amount
Jury to determine amt. of damages

b. Action for recovery of (specify):

money

Executed this 09 day of December, 2009

Signature: 

Name: Mell Woods

Address: P.O. Box 2603

Lancaster SC 29721

Telephone (O): _____

(H): _____

ORDER FOR JURY TRIAL

On the basis of the above petition, IT IS HEREBY ORDERED that the petition for jury trial be ☐ GRANTED
☐ DENIED as follows:

Executed this _____ day of _____, 20____.

_____, Probate Court Judge

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STATE OF SOUTH CAROLINA

PROBATE COURT

COUNTY OF CHESTER

THE MATTER OF REBA P. HINSON

CASE NUMBER 2008ES1200297

PROOF OF DELIVERY

On the 11th day of November, 2009, I mailed or delivered a copy of Notice of Hearing, Notice of Allowance of Claim, Statement of Creditor's Claim filed by Mell Woods,

copy of which is attached hereto and incorporated herein, by the following method (check appropriate box):

- ☐ personal delivery
☒ ordinary first class mail
☐ certified mail
☐ registered mail

LOIS H. RODDEY
JUDGE OF PROBATE
2009 NOV 13 P 12:20
PROBATE COURT
CHESTER COUNTY S.C.

each of the following persons at the address shown:

NAME	ADDRESS
	SEE ATTACHED LIST

WORN to before me this 11th day of
November, 2009

Melby S. Simwalt
Notary Public for South Carolina
My Commission Expires: 1-16-2019

Signature: Patricia Davis

Name: Patricia Davis

Address: C/O Robert H. Breakfield

P.O. Box 36061, Rock Hill, SC 29732

Telephone(O): (803) 329-4920

(H): _____

Signature: _____

Name: _____

Address: _____

Telephone(O): _____

(H): _____

Lois Hinson
1399 Beaver Dam Rd.
Richburg, SC 29729

Kathy H. Huffstickle
5715 Lake View Cr.
Fort Lawn, SC 29714

John C. Hinson
1563 Hinton Dr.
Great Falls, SC 29055

William L. Hinson
611 Hughes Street
Sanford, NC 27330

John D. Hinson
1683 Poorboy Road
Great Falls, SC 29055

Charles J. Hinson
237 Laura, Lot 21
Florence, SC 29506

Robert H. Hinson (337 Naturewoods Rd)
PO Box 72
McConnells, SC 29726

William C. Hinson, Jr.
118 Nella Street
Chester, SC 29706

Elaine H. Hensley
6 Church Street
Great Falls, SC 29055

Linda H. Stanford
6969 Snowy Owl Rd.
Kershaw, SC 29067

Darrell W. Hinson
PO Box 163
Fort Lawn, SC 29714

LOIS H. RODDEY
JUDGE OF PROBATE
2009 NOV 13 P 12:20
PROBATE COURT
CHESTER COUNTY S.C.

STATE OF SOUTH CAROLINA

PROBATE COURT

COUNTY OF CHESTER

IN THE MATTER OF ESTATE OF REBA P. HINSON

CASE NUMBER 2008ES1200297

NOTICE OF: HEARING

DATE: December 15, 2009

TIME: 3:30 p.m.

PLACE: Chester County Probate Court, 1476 J.A. Cochran Bypass, Chester County, South Carolina 29706

DESCRIPTION OF ATTACHED PLEADINGS (example: petition for formal appointment, filing of bond, hearing to determine heirs, etc):

LOIS K. RODDEY
JUDGE OF PROBATE
2009 NOV 15 P 20
PROBATE COURT
CHESTER COUNTY, SC

Executed this 10th day of November, 2009

Signature: [Signature]

Name: Robert H. Breakfield

Address: P. O. Box 36061

Rock Hill, SC 29732

Telephone(O): 803-329-4920

(H): _____

Signature: _____

Name: _____

Address: _____

Telephone(O): _____

(H): _____

FORM #110PC (1/89)

62-1-401, 62-3-201, 62-3-310, 62-3-403, 62-3-611, 62-3-1001, 62-3-1002, 62-3-1003,
62-3-1102, 62-4-203, 62-4-303, 62-5-301, 62-5-309, 62-5-401, 62-5-402, 62-5-405, 62-
5-406, 62-5-412, 62-5-413, 62-5-422, 62-7-206, etc.

544

ROBERT HAROLD BREAKFIELD

ATTORNEY AT LAW

THE SQUARE AT CONSTITUTION * 1590-02 CONSTITUTION BLVD.
P.O. BOX 36061 * ROCK HILL, SOUTH CAROLINA * 29732
TELEPHONE (803) 329-4920 * FAX (803) 329-0476
breakfieldb@comporium.net

November 10, 2009

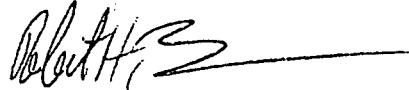
Mr. Mell Woods
P. O. Box 2603
Lancaster, SC 29721

Re: Estate of Reba Hinson

Dear Mr. Woods,

The Probate Court has scheduled a Hearing for your claim on December 15, 2009 at 3:30 p.m. in the Probate Court for Chester County.

With kindest regards,



Robert H. Breakfield

RHB/psd

C: The Honorable Lois H. Roddey
The Honorable John P. Gettys
All Beneficiaries of Estate

11-13-09

I cannot better only.

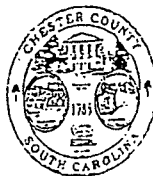
LOIS H. RODDEY
JUDGE OF PROBATE
2009 NOV 13 P 12:20
PROBATE COURT
CHESTER COUNTY, S.C.

Sending Confirm

Date : DEC-10-2009 THU 08:38AM
Name : PROBATE COURT
Tel. : 8035815180

Phone : 18036848536
Pages : 7
Start Time : 12-10 08:35AM
Elapsed Time : 02'21"
Mode : ECM
Result : Ok

Motion
Proof of Delivery
Demand for Jury Trial
Proof of Delivery
Petition for Allowance of Claim
Proof of Delivery



Chester County
Probate Judge

P.O. Drawer 580, 140 Main Street
Chester, South Carolina 29706
Phone (803) 385-2604 Fax (803) 581-5180

To: Judge Gettys

Date: 12/9/09

Company: _____

Fax: 803 684-8536

From: Stella

Re: _____

Number of Pages (including cover sheet) 8

Urgent () For Review () Please Comment () Please Reply () Please Recycle ()

Comments:

Judge Gettys:

Hearing scheduled on Estate of Reba Hinson on December 15,
2009, at 3:30 P.M. Mell Woods paid \$150.00 12/9/09 to file
Petition for Allowance of Claim.

Thanks,

Stella

547

TELEPHONE (803) 385-2604

FAX (803) 581-5180

OFFICE OF THE PROBATE COURT
CHESTER COUNTY
PO DRAWER 580

CHESTER, SC 29706

CASE# : 2008ES1200297

ESTATE OF: REBA PETTIT HINSON,

Payor: ROBERT H. BREAKFIELD

Receipt Number: 3165

Officer: DIANNE

Cash or Check# : 1978

Date of Receipt: 10/08/2009

TOTAL FEES: \$764.92

PAYMENTS: \$764.92

ENDING BALANCE: \$0.00

ACCOUNT:

COMMENTS:

Chester, SC October 6 2009

Mr. Robert H. Breakfield
P. O. Box 36061
Rock Hill, SC 29732

TO **COUNTY OF CHESTER, DR.**
CHESTER COUNTY PROBATE COURT

ESTATE OF REBA P. HINSON
File No. 2008ES1200297

Probate fee

\$764.92

Nov. 12, 2009



Patti called from Bob
Brinkfield's office -
She said Judge Roddey
ruled on something in
Mr. Hinson's Estate concerning
the real estate - Fax to
her at 803-329-0476

Chester County
Probate Judge
P.O. Drawer 580, 140 Main Street
Chester, South Carolina 29706
Tel (803) 385-2604 Fax (803) 581-5180

Faxed Order dated 10.15.09 &
Amended Real Est. Convey

To: Patti

Date: Nov. 12, 2009

Company: _____

Fax: 803-329-0476

From: Jeni Zorn

Re: Hinson Estate

Number of Pages (including cover sheet) 5

Urgent () For Review () Please Comment () Please Reply () Please Recycle ()

Comments:

Patti,

I'm not sure if this is what you need or not. If not,
let me know.

I faxed Judge Roddey a copy of the Demand for Bond.
He will be in touch with Mr. Brinkfield about that.

If there's anything else we can do for you, let
us know.

Jeni

TELEPHONE (803) 385-2604

FAX (803) 581-5180

580

STATE OF SOUTH CAROLINA)
COUNTY OF CHESTER)
Kathy H. Huffstickle,)
In the Matter of: Levie Hoyt Hinson,)
Petitioner.)
vs.)
Lois H. Griffin,)
Respondent.)

IN THE PROBATE COURT
SIXTH CIRCUIT COURT

Case No. 1986-ES-12-18

ORDER

LOIS H. RODDEY
JUDGE OF PROBATE
2007 OCT 30 A 11:54
PROBATE COURT
CHESTER COUNTY S.C.

LOIS H. RODDEY
JUDGE OF PROBATE
2007 OCT 16 A 9:13
PROBATE COURT
CHESTER COUNTY S.C.

This matter came before the Court on August 9, 2007, for a hearing on the Petition of Kathy H. Huffstickle dated May 23, 2007, seeking to set aside an amended real estate conveyance filed by the Probate Court on March 8, 2007. It appears that Levie Hoyt Hinson died on August 1, 1986, leaving a Last Will and Testament. Item I of Levie Hoyt Hinson's Will reads as follows:

"I will, devise and bequeath unto my beloved wife, Reba P. Hinson all of my personal property of every kind and description including cash money. At her death, the remainder if any, to our beloved children. Name: William C. Hinson deceased his heirs, Lois H. Griffin, John C. Hinson, and Kathy H. Huffstickle, share and share alike."

Item II of the Will reads as follows:

"I will, devise and bequeath unto my beloved wife, Reba P. Hinson all my real estate, in fee simple, as long as she lives then to our bodily heirs forever."

Item II of the Will appears to leave a Life Estate to Reba P. Hinson in all of Levie Hoyt Hinson's real estate then to the bodily heirs forever. The issue in this case turns upon a determination of the intention of Levie Hoyt Hinson in using the language "bodily heirs". It was the contention of the Petitioner that the deceased intended to leave to his bodily heirs the property in question and that Lois H. Griffin was not his bodily heir. It was the contention of Lois H. Griffin that Kathy H. Huffstickle was not a bodily heir of

442

the parents and that she did not inherit any real estate. It was an alternate contention of Kathy H. Huffstickle that she was the only joint child of Levie Hoyt Hinson and Reba P. Hinson so she is the only bodily heir.

It appears that Levie Hoyt Hinson fathered William C. Hinson and John C. Hinson prior to his marriage to Reba P. Hinson. It appears that Reba P. Hinson gave birth to Lois H. Griffin prior to her marriage to Levie Hoyt Hinson. There was conflicting testimony as to whether or not Kathy H. Huffstickle was the child of Levie Hoyt Hinson and Reba P. Hinson. The defense presented witnesses that Kathy H. Huffstickle was actually a child of the sister of Reba P. Hinson. Kathy H. Huffstickle stated that to her knowledge she was the child of Levie Hoyt Hinson and Reba P. Hinson. A birth certificate was introduced into evidence showing Reba P. Hinson and Levie Hoyt Hinson as the parents of Kathy H. Huffstickle.

Item I of the Will lists each of the children of Levie Hoyt Hinson and Reba P. Hinson. I find that Levie Hoyt Hinson intended to leave the real estate to all of the children listed in Item I and used the term bodily heirs in Item II of the Will interchangeably with the children in Item I of the Will. I further find that he intended to include Kathy H. Huffstickle and Lois H. Griffin as children and bodily heirs.

IT IS SO THEREFORE ORDERED

- A. That the amended real estate conveyance of March 8, 2007, is affirmed,
- B. That the real property consisting of 92 acres referred to in the Petition as tax map no 158-0-0-3 is hereby declared to be owned, as tenants in common, by the bodily heirs of Levie Hoyt Hinson,
- C. That the bodily heirs of Levie Hoyt Hinson are hereby declared to be John C. Hinson, Lois H. Griffin, Kathy H. Huffstickle, and the heirs of William C. Hinson, and
- D. That the heirs of William C. Hinson are William Levy Hinson, John Daniel Hinson, Charles Jerry Hinson, Robert Harold Hinson, William

Calvin Hinson, Etta Elaine Hinson, Linda Kay Hinson, and Darrell Wayne
Hinson.

AND IT SO ORDERED,

October 15th, 2007
Chester, South Carolina

Lois H. Roddey
Lois H. Roddey
Chester County Probate Judge

*3
LHR

AMENDED

County of Chester, _____

March 8, 2007

Estate of Levic Hoyt Hinson

DECEASED

HEIRS AT LAW- DEVISEES	BRIEF DESCRIPTION
Reba P. Hinson, Route 1, Box 264-A, Fort Lawn, SC (Life Estate)	92 Acres - South of Fort Lawn off Hwy. #21 - Map NO. 158-0-0-3 - Chester Co., SC (20 acres used for Commercial use)
<u>Remaindermen:</u>	
John C. Hinson	
Lois H. Griffin	
Kathy H. Huffetickle	
William C. Hinson (deceased) His Heirs:	
William Levy Hinson	
John Daniel Hinson	
Charles Jerry Hinson	
Robert Harold Hinson	
Michael Dennis Hinson	
William Calvin Hinson	
Etta Elaine Hinson	
Linda Kay Hinson	
Darrell Wayne Hinson	

Book No. 2
Page No. 183
File No. 86ES120018U
Pkg. No. _____

Levin H. Reddy
Judge of Probate Charter County

STATE OF SOUTH CAROLINA PROBATE COURT
COUNTY OF YORK

JUDGE OF PROBATE

2010 APR -2 A 10:49

IN THE MATTER OF: ESTATE OF REBA P. HINSON

PROBATE COURT

CASE NUMBER:

CHESTER COUNTY CASE NO. 2008ES1200297
YORK COUNTY CASE NO. 2010ES4600265

FILED RECEIVED
2010 MAR 24 AM 7:41
JUDGE OF PROBATE
YORK COUNTY, SC

ORDER FOR HEARING

IT IS HEREBY ORDERED that a hearing in this matter be set for:

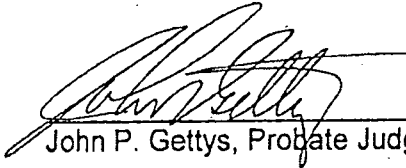
DATE: APRIL 12, 2010

TIME: 11:00 A.M.

PLACE: YORK COUNTY PROBATE COURT, # 1 E. LIBERTY STREET,
YORK, S. C.

HEARING SCHEDULED TO CONSIDER PETITION TO REMOVE
PERSONAL REPRESENTATIVE; PETITION/MOTION TO VACATE
FEBRUARY 18, 2009 ORDER; MOTION TO REMOVE PETITION TO
VACATE TO CIRCUIT COURT; PERSONAL REPRESENTATIVE'S
MOTION TO DISMISS PETITION/MOTION TO VACATE.

Executed this 23rd day of March 2010.


John P. Gettys, Probate Judge

STATE OF SOUTH CAROLINA

COUNTY OF YORK

THE MATTER OF THE ESTATE OF REBA P. HINSON

CASE NUMBER: YORK - 2010-ES-46-0265
CHESTER - 2008-ES-12-00297

PROBATE COURT

LOIS H. RODDEY
JUDGE OF PROBATE

2010 APR -2 A 10:49

PROBATE COURT
CHESTER COUNTY S.C.

PROOF OF DELIVERY

On the 29th day of March, 2010, I delivered copies of Order for Hearing and Notice of Hearing
copy of which is attached hereto and incorporated herein, by the following method (check appropriate box)

- ☐ personal delivery
☒ ordinary first class mail
☐ certified mail
☐ registered mail

FILED RECEIVED
2010 MAR 31 AM 9:26
JUDGE OF PROBATE
YORK COUNTY, SC

each of the following persons at the address shown:

NAME	ADDRESS
bell Woods, pro se	P. O. Box 2603, Lancaster, SC 29721

SWORN to before me this 29 day of
March, 2010

Laura Lawrence
Notary Public for South Carolina
My Commission Expires: 12-15-15

Signature: Linda T. Abernethy
Name: Linda T. Abernethy, Legal Assistant
Address: Moses Koon & Brackett, PC
P. O. Box 100261, Columbia, SC 29202-3261

Telephone(O):
(H):

Signature:
Name:
Address:

Telephone(O):
(H):

556

STATE OF SOUTH CAROLINA
JUDGE OF PROBATE

PROBATE COURT

COUNTY OF YORK

2010 APR -2 A 10:49

IN THE MATTER OF THE ESTATE OF REBA P. HINSON
PROBATE COURT
CHESTER COUNTY S.C.

CASE NUMBER: Chester County Case# 2008-ES-12-00297
York County Case# 2010-ES-46-0265.

FILED RECEIVED
2010 MAR 31 AM 9:26
JUDGE OF PROBATE
YORK COUNTY, SC

NOTICE OF HEARING

DATE: APRIL 12, 2010

TIME: 11:00 A.M.

PLACE: YORK COUNTY PROBATE COURT
1 EAST LIBERTY STREET
YORK, SOUTH CAROLINA

MATTERS TO BE HEARD:

- 1)Petition to Remove Personal Representative
- 2)Petition/Motion to Vacate February 18, 2009 Order
- 3)Motion to Remove Petition to Vacate to Circuit Court
- 4)Personal Representative's Motion to Dismiss Petition and Motion to Vacate



B. Michael Brackett, Esquire
1333 Main Street, Suite 650
Post Office Box 100261
Columbia, South Carolina 29202-3261
(803) 461-2312
Attorney for Personal Representative

Columbia, South Carolina
March _____, 2010

ROBERT HAROLD BREAKFIELD
ATTORNEY AT LAW

LOIS H. RODDEY
JUDGE OF PROBATE

2010 APR -6 A 11:07

THE SQUARE AT CONSTITUTION • 1590-02 CONSTITUTION BLVD.
P.O. BOX 36061 • ROCK HILL, SOUTH CAROLINA • 29732
TELEPHONE (803) 329-4920 • FAX (803) 329-4920
breakfieldb@comporium.net

PROBATE COURT
CHESTER COUNTY, S.C.

April 2, 2010

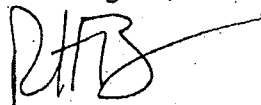
The Honorable Lois H. Roddey
Chester Probate Court
P. O. Drawer 580
Chester, SC 29706

Re: Estate of Reba P. Hinson

Dear Judge Roddey,

Enclosed is a copy of a Durable Power of Attorney for Charles J. Hinson appointing his brother, Robert H. Hinson as his agent. Please attach this document with the Private Agreement I filed with your court.

With kindest regards,



Robert H. Breakfield

RHB/psd
Enclosure

LOIS H. RODDEY
JUDGE OF PROBATE
DURABLE POWER OF ATTORNEY

OF
CHARLES JERRY HINSON
2010 APR -6 A 11:07

PROBATE COURT
CHESTER COUNTY S.C.

Introductory Provision. I, Charles Jerry Hinson, as principal (the "Principal") have this day appointed Robert H. Hinson to serve as my agent ("Agent") and to exercise the powers and discretions set forth below.

Statement of Intent to Create Durable Power of Attorney Under State Statute. By this instrument I intend to create a Durable Power of Attorney under South Carolina law.

ARTICLE I

AGENT AUTHORIZATION

My Agent is authorized as follows:

(1) **Power with Respect to Legal and Other Actions.** My Agent is authorized to institute, supervise, prosecute, testify on my behalf, defend, intervene in, abandon, compromise, arbitrate, settle, dismiss, and appeal from an action to be commenced in the Court of Common Pleas for Chester County, SC seeking an accounting and a partition and sale of the real property identified on Schedule A attached to this Durable Power of Attorney.

ARTICLE II

INCIDENTAL POWERS

Incidental Powers. In connection with the exercise of the powers herein described, my Agent is fully authorized and empowered to perform any acts and things and to execute and deliver any documents, instruments, certificates and papers necessary or appropriate to such exercise or exercises.

ARTICLE III

THIRD PARTY RELIANCE

For the purpose of inducing all persons, organizations, corporations and entities, including but not limited to any physician, hospital, nursing home, health care provider, bank, broker, custodian, insurer, lender, transfer agent, taxing authority, governmental agency, or other party, all of whom will be referred to in this Article as a

"Person", to act in accordance with the instructions of my Agent as authorized in this instrument, I hereby represent, warrant and agree to the following:

(1) **Revocation and Amendments.** If this instrument is revoked or amended for any reason, I, my estate and my personal representative will hold any person, organization, corporation or entity, hereinafter referred to in the aggregate as "Person", harmless.

(2) **No Liability for Reliance on Agent.** No Person who relies in good faith on the authority of my Agent under this instrument shall incur any liability to me, my estate or my personal representative.

(3) **Principal and Heirs Bound.** No Person who relies on any affidavit or certificate under penalty of perjury that this instrument specifically authorizes my Agent to execute and deliver shall incur any liability to me, my estate or my personal representative.

ARTICLE IV

DURABILITY PROVISION

Immediate Power. This power of attorney shall not be affected by my subsequent disability or incapacity, or lapse of time.

ARTICLE V

ADMINISTRATIVE PROVISIONS

The following provisions shall apply:

(1) **Reimbursement of Agent.** My Agent shall be entitled to reimbursement for all reasonable costs and expenses, including reasonable attorney's fees, actually incurred and paid by my Agent on my behalf at any time under any provision of this instrument. My Agent shall not be entitled to compensation for services rendered hereunder.

(2) **Counterpart Originals.** If this instrument has been executed in multiple counterpart originals, each such counterpart original shall have equal force and effect.

(3) **Photocopies.** My Agent is authorized to make photocopies of this instrument as frequently and in such quantity as my Agent shall deem appropriate. Each photocopy shall have the same force and effect as any original.

APR. 1. 2010 12:06PM
MAY. 26. 2008 3:24PM

PETRO TRAVEL STORE

No. 318316 P. 7

(4) **Binding Effect.** This instrument and actions taken by my Agent properly authorized hereunder shall be binding on me, my estate and my personal representative.

(5) **Governing Law.** This instrument shall be governed by the laws of the State of South Carolina in all respects.

IN WITNESS WHEREOF, I have executed this Power of Attorney this 26 day of MAY, 2008, and I have directed that photographic copies of this power be made which shall have the same force and effect as an original.

Charles Jerry Hinson
CHARLES JERRY HINSON, PRINCIPAL

ATTESTATION

The foregoing Durable Power of Attorney was this ____ day of ____, 2008, signed, sealed, published and declared by the said Principal as and for the Principal's Durable Power of Attorney in our presence, and at the Principal's request and in the Principal's presence, and in the presence of each other, have hereunto subscribed our names as witnesses on the above date.

Jessica Patterson
Witness A
Danessa Hinson
Witness B Notary Public

1. 2010.12:07PM
MAY. 20. 2008 5:24PM

PETRO TRAVEL STORE

No. 3183 P. 8
NO. 615

STATE OF SC.

COUNTY OF ROCK

PROBATE

PERSONALLY appeared the undersigned witness and made oath that
he saw the within named Principal duly authorized, sign, seal and as the Principal's act
and deed deliver the within Durable Power of Attorney and that deponent with the other
witness whose name is subscribed above witnessed the execution thereof.

Jessica Patterson
Witness A

SWORN to before me this

26 day of May, 2008.

Vanessa B. Hinson

Notary Public for

My Commission expires: February 18th 2015

LOIS H. RODDEY
JUDGE OF PROBATE

2010 APR 20 A 10:35 April 14, 2010

Mell Woods PROBATE COURT
P.O. Box 2601 CHESTER COUNTY S.C.
Lancaster SC 29721

FILED RECEIVED
2010 APR 16 AM 7:49
JUDGE OF PROBATE
YORK COUNTY, SC

The Honorable John P. Gettys
Judge of Probate
P.O. Box 219
York SC 29745

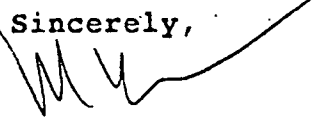
Re: Estate of Reba P. Hinson Chester County Case

Dear Judge Gettys:

I do certainly appreciate the allowance of my claim to be transferred to circuit court. However, while at the circuit court filing the papers, I looked for two other cases on file concerning the above estate one of which is a partition case, and I found the law firm of Morton and Gettys signed in on one case. For the record John P. Gettys, Jr., is your son and is a full partner in the firm of Morton and Gettys.

Your proposed rulings made at the hearing on Monday directly change my material rights, and directly enhance your son's case. I am not saying that you knew about this before, but now you know. This situation is too close for comfort, and a Judge should not be ruling on a family member's case. And coupled with the fact that you refused to allow your clerks to issue witness subpoenas in the case, I will be appealing your ruling to the circuit court. I would appreciate it if you would just not rule and just let the next Judge handle the matter.

Sincerely,


Mell Woods

SOUTH CAROLINA

COUNTY OF CHESTER

Kathy H. Huffstickle, et. al.,

Plaintiff(s)

vs.

Lols H. Griffin, et. al.,

Defendant(s)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2009-CP - 12- 00527

(Please Print)

Submitted By: William T. Moody

Address: 30 N. Congress St., York, SC 29745

SC Bar #: 063035

Telephone #: 803-684-9604

Fax #: 803-684-4932

Other:

E-mail:

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

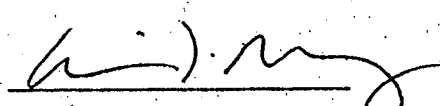
DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- ☐ JURY TRIAL demanded in complaint. ☒ NON-JURY TRIAL demanded in complaint.
- ☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- ☐ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- ☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- | | | | |
|---|---|--|---|
| <p>Contracts</p> <p>☐ Constructions (100)</p> <p>☐ Debt Collection (110)</p> <p>☐ Employment (120)</p> <p>☐ General (130)</p> <p>☐ Breach of Contract (140)</p> <p>☐ Other (199)</p> | <p>Torts - Professional Malpractice</p> <p>☐ Dental Malpractice (200)</p> <p>☐ Legal Malpractice (210)</p> <p>☐ Medical Malpractice (220)</p> <p>Previous Notice of Intent Case #</p> <p>20 -CP- -</p> <p>☐ Notice/ File Med Mal (230)</p> <p>☐ Other (299)</p> | <p>Torts - Personal Injury</p> <p>☐ Assault/Slander/Libel (300)</p> <p>☐ Conversion (310)</p> <p>☐ Motor Vehicle Accident (320)</p> <p>☐ Premises Liability (330)</p> <p>☐ Products Liability (340)</p> <p>☐ Personal Injury (350)</p> <p>☐ Wrongful Death (360)</p> <p>☐ Other (399)</p> | <p>Real Property</p> <p>☐ Claim & Delivery (400)</p> <p>☐ Condemnation (410)</p> <p>☐ Foreclosure (420)</p> <p>☐ Mechanic's Lien (430)</p> <p>☐ Partition (440)</p> <p>☐ Possession (450)</p> <p>☐ Building Code Violation (460)</p> <p>☒ Other (499) Quiet title</p> |
|---|---|--|---|
-
- | | | | |
|---|---|---|---|
| <p>Inmate Petitions</p> <p>☐ PCR (500)</p> <p>☐ Mandamus (520)</p> <p>☐ Habeas Corpus (530)</p> <p>☐ Other (599)</p> | <p>Judgments/Settlements</p> <p>☐ Death Settlement (700)</p> <p>☐ Foreign Judgment (710)</p> <p>☐ Magistrate's Judgment (720)</p> <p>☐ Minor Settlement (730)</p> <p>☐ Transcript Judgment (740)</p> <p>☐ Lis Pendens (750)</p> <p>☐ Transfer of Structured Settlement Payment Rights Application (760)</p> <p>☐ Other (799)</p> | <p>Administrative Law/Relief</p> <p>☐ Reinstate Driver's License (800)</p> <p>☐ Judicial Review (810)</p> <p>☐ Relief (820)</p> <p>☐ Permanent Injunction (830)</p> <p>☐ Forfeiture-Petition (840)</p> <p>☐ Forfeiture-Consent Order (850)</p> <p>☐ Other (899)</p> | <p>Appeals</p> <p>☐ Arbitration (900)</p> <p>☐ Magistrate-Civil (910)</p> <p>☐ Magistrate-Criminal (920)</p> <p>☐ Municipal (930)</p> <p>☐ Probate Court (940)</p> <p>☐ SCDOT (950)</p> <p>☐ Worker's Comp (960)</p> <p>☐ Zoning Board (970)</p> <p>☐ Administrative Law Judge (980)</p> <p>☐ Public Service Commission (990)</p> <p>☐ Employment Security Comm (991)</p> <p>☐ Other (999)</p> |
|---|---|---|---|
-
- | | |
|--|---|
| <p>Special/Complex /Other</p> <p>☐ Environmental (600)</p> <p>☐ Automobile Arb. (610)</p> <p>☐ Medical (620)</p> <p>☐ Other (699)</p> | <p>☐ Pharmaceuticals (630)</p> <p>☐ Unfair Trade Practices (640)</p> <p>☐ Out-of State Depositions (650)</p> <p>☐ Sexual Predator (510)</p> |
|--|---|

Submitting Party Signature: 

Date: 08/14/09

564

MORTON & GETTYS
ATTORNEYS AT LAW

JAMES M. MORTON
JOHN P. GETTYS, JR.
MICHAEL B. SMITH †
JOSHUA B. VANN

SHANNON M. LANDO
ELIZABETH S. OWEN
J. RICHARDS MCCRAE, III

Special Counsel:
WILLIAM T. MOODY

Certified Family Court Mediator †

ROCK HILL OFFICE
334 Oakland Avenue
PO Box 707
Rock Hill, SC 29731
office 803.366.3388
fax 803.324.3768

INDIAN LAND OFFICE
7580 Charlotte Highway
Highway 521, Suite 700
Fort Mill, SC 29707
office 803.548.5646
fax 803.547.4044

YORK OFFICE
Congress St Executive Ctr
30 North Congress St
Suite 200
York, SC 29745
office 803.684.9604
fax 803.684.4932

www.mortongettys.com

September 17, 2009

Reply to York

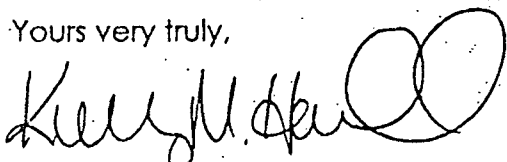
Honorable Sue Carpenter
Clerk of Court for Chester County
PO Drawer 580
Chester, SC 29706

Re: Kathy Huffstickler vs. Lois Griffin
Case no. 2009-CP-12-00527

Dear Ms. Carpenter:

Enclosed please find two (2) originals and two copies of the Affidavit of Process Server in the above referenced matter. At your convenience, please file the originals and return a clocked copies to me for my file. Should you have any questions regarding the enclosed, please do not hesitate to contact me.

Yours very truly,



Kelly M. Hamilton
Legal Secretary for William T. Moody

enclosures

FILED

2009 SEP 21 A 11:21

CLERK OF COURT
CHESTER CO S.C.

ACTIVITY REPORT

4-14-10 12:10 PM
TIME : 08/18/2008 07:20

DATE	TIME	FAX NO./NAME	DURATION	PAGE(S)	RESULT	COMMENT
08/18	07:17	1-803-684-8536	02:22	04	OK	TX ECM

4-14-10

BUSY: BUSY/NO RESPONSE
NG : POOR LINE CONDITION
CV : COVERPAGE
CA : CALL BACK MSG
POL : POLLING
RET : RETRIEVAL

P.S. I AM sending A COPY
of this to BRACKETT, but
NOT filing ANYTHING with
A COURT, UNLESS SOMEONE
TELLS me to do so.

MOSES KOON & BRACKETT, PC

ATTORNEYS AND COUNSELORS AT LAW

1333 Main Street, Suite 650 (29201)
Post Office Box 100261
Columbia, South Carolina 29202-3261

Telephone (803) 461-2300
Facsimile (803) 461-2309

B. Michael Brackett
Direct Dial: (803) 461-2312
Email: mbrackett@mkb-law.com

April 21, 2010

Mell Woods
P. O. Box 2603
Lancaster, SC 29721

RE: Estate of Reba P. Hinson
2008-ES-12-0297
Our File Number - 12085.1

LOIS H. RODDEY
JUDGE OF PROBATE
2010 APR 22 PM 12:16
PROBATE COURT
CHESTER COUNTY S.C.

Dear Mr. Woods:

Enclosed please find a copy of the Probate Court's Order dated April 19, 2010, filed April 20, 2010, resolving the matters heard on April 12, 2010.

Very truly yours,



B. Michael Brackett

BMB/Ita
Enclosure

cc. Chester County Probate Court
York County Probate Court
Robert H. Breakfield, Esquire

MOSES KOON & BRACKETT, PC

ATTORNEYS AND COUNSELORS AT LAW

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B. Michael Brackett
Direct Dial: (803) 461-2312
Email: mbrackett@mkb-law.com

April 13, 2010

The Honorable John P. Gettys
Special Probate Judge for Chester County
P. O. Box 219
York, SC 29745

RE: *Estate of Reba P. Hinson*
2008-ES-12-0297 (Chester County)
2010-ES-46-0265 (York County)
Our File Number - 12085.1

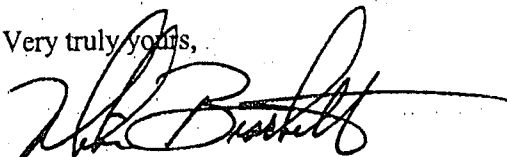
LOUIS H. RODDEY
JUDGE OF PROBATE
2010 APR 20 A 10:35
PROBATE COURT
CHESTER COUNTY S.C.

Dear Judge Gettys:

Enclosed please find the proposed Order that you requested at the conclusion of the hearing yesterday. By copy of this letter, a copy of the enclosed proposed Order is being provided to Mr. Woods.

Please let me know if you require revisions, or if you prefer that I email the order to you in Word or in Word Perfect.

Very truly yours,



B. Michael Brackett

BMB/lta

cc. Robert H. Breakfield, Esquire
Mell Woods

4-19-10
Judge Gettys signed an
Order in Reba Hinson
Estate. - Kelly is sending
us the original and
one copy - Clerk is
send to attorney - she
is keeping a copy for
their file
Mailed to Mr. Brackett 4-20-10

MOSES KOON & BRACKETT, PC

ATTORNEYS AND COUNSELORS AT LAW

1333 Main Street, Suite 650 (29201)
Post Office Box 100261
Columbia, South Carolina 29202-3261

Telephone (803) 461-2300
Facsimile (803) 461-2309

B. Michael Brackett
Direct Dial: (803) 461-2312
Email: mbrackett@mkb-law.com

June 10, 2010

Mell Woods
P. O. Box 2603
Lancaster, SC 29721

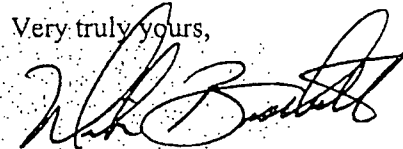
RE: Appeal of Probate Court Order
2010-CP-12-0201
Our File Number - 120851

LOIS H. RODDEY
JUDGE OF PROBATE
2010 JUN 11 A 10:53
PROBATE COURT
CHESTER COUNTY S.C.

Dear Mr. Woods:

I understand from the Clerk of Court that you have filed Grounds of Appeal in the latest Appeal from Probate Court. Although filing with the Court indicates that the Grounds of Appeal were served on me by mail, please be advised that I have not received anything from you since having received the Notice of Appeal.

Very truly yours,



B. Michael Brackett

BMB/Ita

cc. Chester County Probate Court
York County Probate Court
Robert H. Breakfield, Esquire

STATE OF SOUTH CAROLINA

COUNTY OF: CHESTER

IN THE MATTER OF: REBA P. HINSON

IN THE PROBATE COURT

INVENTORY AND APPRAISEMENT

LOUIS H. RODDEY

JUDGE OF PROBATE

CASE NUMBER: 2008es1200297

2009 OCT - 5 P 12:09

☒ ORIGINAL☐ SUPPLEMENTAL #PROBATE COURT
CHESTER COUNTY S.C.

Personal Representative (s): Robert H. Breakfield

Decedent's Social Security Number: 249-07-2826

Decedent's Date of Death: January 3, 2007

Was there a will? ☒ YES ☐ NO

Domicile at death:

Chester

(county)

SC

(state)

The undersigned, being sworn, states: That the following schedules contain a complete and accurate inventory and appraisal of all real and personal property of this state so far as the undersigned is informed; that he/she has estimated and/or appraised all listed property at its fair market value, according to the best of his/her knowledge and ability.

WORN to me this

20

day of

Patricia J. Davis
Notary Public for South Carolina
My Commission Expires: 1-16-2019

Signature:

Name: Robert H. Breakfield

Address:

P. O. Box 36061

Rock Hill, SC 29732

E-Mail:

breakfieldb@comporium.net

Telephone (O):

803-329-4920

(H):

Signature

Name:

Address:

E-Mail:

Telephone (O):

(H):

Attorney:

Address:

E-Mail:

Telephone:

For estates of decedents, the gross fair market valuation of all assets, regardless of situs, should be given as of the date of death. List all out-of-state assets on appropriate schedules. A Supplemental Inventory should be utilized for correcting, adjusting or adding to an original inventory. A qualified and disinterested appraiser may be employed to ascertain the value of any asset, the value of which may be subject to reasonable doubt. If an appraiser is employed, his/her name and address should be indicated with the item or items he/she appraised.

Within ninety (90) days following appointment, a copy of the inventory and appraisal shall be sent to each interested person who requests it, and the original inventory filed with the Probate Court.

RECAPITULATION

	Non-Probate	Probate
Schedule A - Real Estate	\$	\$ 0:00
Schedule B - Stocks and Bonds		0:00
Schedule C - Notes Due Decedent and Cash		475,915.56
Schedule D - Insurance on Person's Life: Part 1 - Payable to Estate		0:00
Part 2 - Payable to Beneficiary		0:00
Schedule E - Jointly Owned Property		0:00
Schedule F - Other Miscellaneous		0:00
Other Assets Payable to Estate		0:00
Schedule G - Transfers during Decedent's life		0:00
Schedule H - Powers of Appointment		0:00
Schedule I - Annuities and Retirement Accounts	48,984.62	70,695.96
TOTAL GROSS VALUE	\$	\$ 595,596.14
ENCUMBRANCES	(	0:00
TOTAL NET WORTH	\$	\$ 595,596.14

570

WHEN COMPLETING THE FOLLOWING SCHEDULES, PLEASE REMEMBER TO LIST ALL ASSETS, REGARDLESS OF SITUS. ALL OUT-OF-STATE ASSETS MUST BE DISCLOSED.

SCHEDULE A - Real Estate (All interest in real property except those held with right of survivorship). (If none, so state.) (For jointly owned property with right of survivorship, see schedule E)

Item No.	Description (include county and state)	Tax Assessor's Fair Market Value for year of Decedent's Death	Appraised Value	Appraised Value of Decedent's Interest

TOTAL SCHEDULE A \$ _____ **NON**
(also enter under recapitulation, page 1)

SCHEDULE B - Stocks and Bonds (If none, so state.) (For jointly owned property with right of survivorship, see schedule E)

Item No.	Description	Face Value	Appraised Value

TOTAL SCHEDULE B \$ _____ **NON**
(also enter under recapitulation, page 1)

SCHEDULE C - Notes due to Decedent, and Money on hand and in banks (If none, so state.) (For jointly owned property with right of survivorship, see schedule E)

Item No.	Description	Value
1.	Cash received from Kathy Huffstickle	\$200,000.00
2.	Promissory Note from Kathy Huffstickle	60,651.42
3.	Cash received from Lois H. Griffin	16,000.00
4.	Wachovia Bank CD (86:376:06 & 43:730:68)	130,106.74
5.	Founders Federal CU	69,157.40

TOTAL SCHEDULE C \$ _____ **475,915.56**
(also enter under recapitulation, page 1)

(If more space is required, insert tax schedules or additional sheets of same size.)

SCHEDULE D - Insurance (If none, so state.)

Life Insurance Payable to the Estate

No.	Description	Value

\$ 0.00

TOTAL PART 1

(also enter under recapitulation, page 1)

SCHEDULE E - Life Insurance Payable to Beneficiaries

No.	Description	Beneficiary	Value

\$ 0.00

TOTAL PART 2

(also enter under recapitulation, page 1)

SCHEDULE E - Jointly owned Property (with right of survivorship) (If none, so state.)

You must complete Schedule E if the Decedent owned any property jointly with right of survivorship at the time of death, whether or not the decedent's interest is included in the gross estate.

Percentage includible:

Joint interest held by decedent and spouse - the amount included is one-half (50%) of the value in all cases.

Other joint interest - Generally you must include the full value of the jointly owned property in the gross estate. However, the full value should not be included if you can show that a part of the property originally belonged to the other tenant(s). The amount included is the amount of the decedent's contribution to the joint account(s).

No.	Description	Joint Owner(s)	Percentage Includible	Appraised Value of Decedent's Interest

\$ 0.00

TOTAL SCHEDULE E

(also enter under recapitulation, page 1)

(If more space is required, insert tax schedules or additional sheets of same size.)

[illegible]

\$

NOTE: FOR SCHEDULES G, H, AND I, LIST VALUES ONLY IF PAYABLE TO ESTATE.

Did Decedent make any transfers during lifetime as described above? ☐ YES ☒ NO

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

\$

(If more space is required, insert tax schedules or additional sheets of same size.)

SCHEDULE H - Powers of Appointment - Property, both real and personal, over which Decedent possessed a Power of Appointment whether exercisable or otherwise.

1. Did Decedent possess a Power of Appointment? ☐ YES ☒ NO

yes, did Decedent exercise the power of appointment in favor of estate? ☐ YES ☐ NO

yes, please describe and list total amount payable to estate \$ _____
(more space is required, insert additional sheets of same size.)

TOTAL SCHEDULE H \$ 0.00
(also enter amounts payable to estate under recapitulation, page 1)

SCHEDULE I - Annuities and retirement (IRA's, 401(k), Etc.)

1. Decedent own any accounts as described above? ☒ YES ☐ NO

yes, is the estate designated as the beneficiary of these accounts? ☒ YES ☐ NO

yes, please describe and list total amount payable to estate \$ 70,695.96
(more space is required, insert additional sheets of same size.)

TransAmerica #26863866 (pd. \$70,695.96 less Fed. taxes withheld of \$2365.75 = \$68,330.21)
Sunlife Financial Annuity - KA 00053810-2 payable to named benes. - Lois H. Griffin, John C. Hinson & Kathy Huffstickle, \$12,097.38
Western-Southern Life Annuity - 26863866, payable to Lois H. Griffin, Kathy Huffstickle & John Hinson, \$36,887.27

TOTAL SCHEDULE I \$ 70,695.96

576

STATE OF SOUTH CAROLINA)
COUNTY OF CHESTER)

New will made up
**LAST WILL AND TESTAMENT
OF
REBA PETTIT HINSON**

IN THE NAME OF GOD, AMEN:

Recorded- Book E
Page 246

I, REBA PETTIT HINSON, of Chester County, South Carolina, being of sound mind and disposing memory, do make, declare, and publish this as my Last Will and Testament, hereby revoking any and all others that I have heretofore made.

ITEM ONE: I hereby direct that all my just debts and lawful charges against my estate be promptly paid.

ITEM TWO: I will, devise, bequeath and appoint to my daughter, LOIS H. GRIFFIN, my home and the 32+/- acres on which it is situated, for her lifetime, with the remainder to her children. This property has a Tax Map Number of 158-00-00-007-000.

ITEM THREE: I will devise, bequeath and appoint that my monies shall be divided as follows: one-fourth (1/4) to Kathy Huffstickle, one-fourth (1/4) to John C. Hinson, one-fourth (1/4) to Lois H. Griffin, and one-fourth (1/4) to the children of William C. Hinson, deceased, the child or children of a deceased child to take their parent's share. *see*

ITEM FOUR: All the rest, residue, and remainder of my property, real, personal, and mixed, wherever situated, located or found, I give, devise, bequeath, will, and appoint to Kathy Huffstickle, John C. Hinson, and William C. Hinson, the child or children of a deceased child to take their parent's share. *see*

ITEM FIVE: The Tracts of property located on the river were devised to me by the Will of my husband, Levie Hoyt Hinson, for my lifetime and then to my bodily heirs forever. Therefore, all of my children shall receive an equal undivided interest in this property, the child or children of a predeceased child to take their parent's share.

ITEM SIX: I hereby nominate, constitute, and appoint LOIS H. GRIFFIN and KATHY HUFFSTICKLE as Co-Personal Representatives of this my Last Will and Testament. I direct

LOIS H. RODDEY
JUDGE OF PROBATE
2008 DEC 15 P 4:09
PROBATE COURT
CHESTER COUNTY S.C.

WGH

0.41

R.P.H.

577

that my named Personal Representative and Alternate Personal Representative be exempt from giving any official bond.

IN WITNESS WHEREOF, I, REBA PETTIT HINSON, the Testatrix, sign my name to this instrument this 23rd day of JUNE, A.D. 1998, and being first duly sworn do hereby declare to the undersigned authority that I sign and execute this instrument as my Last Will and Testament, and I sign it willingly; that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Reba Pettit Hinson (s.)
Reba Pettit Hinson

STATE OF SOUTH CAROLINA)
COUNTY OF LANCASTER)

We, the undersigned witnesses, sign our names to this instrument being first duly sworn, and we do hereby declare to the undersigned authority that the Testatrix, REBA PETTIT HINSON, signed and executed this instrument as Testatrix's Last Will and Testament and that Testatrix signed it willingly, and that each of us, in the presence and hearing of the Testatrix, hereby signs this Will as witness to the Testatrix's signing, and that to the best of our knowledge the Testatrix is eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Willie Perry II
Witness
Debra Hamilton
Witness

Residing at Lancaster, S.C.
Residing at Lancaster, S.C.

SUBSCRIBED, SWORN TO, AND ACKNOWLEDGED
BEFORE ME BY THE TESTATRIX. AND SUBSCRIBED
AND SWORN TO BEFORE ME BY THE WITNESSES
THIS 23rd DAY OF JUNE, A.D., 1998.

Willie Perry II (L.S.)
Notary Public for South Carolina
Commission expires: 10-28-99

578

Bogan Law Firm

P.O. Box 12489 Columbia, SC 29211-2489
1320 Washington Street, Columbia, SC 29201-3312

Phone: (803) 256-6747
Fax: (803) 771-0610

Email: Steedley@gmail.com

J. Steedley Bogan

July 2, 2007

Hon Lois H. Roddey
Chester County Probate Judge
140 Main Street
Chester, SC 29706

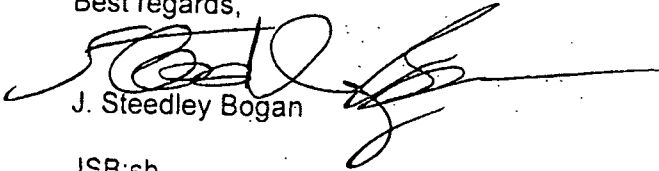
Re: Kathy H. Huffstickle, In the Matter of : Levie Hoyt Hinson

Dear Judge Roddy:

I represent Darrell Wayne Hinson who is the son of William Hinson. I understand that the hearing schedule for July 5 has been continued and that this matter will now be set for a hearing on August 9, 2006. As I informed your office this morning my schedule is clear for August 9 and I have been informed that Ned Gregory and James Boyd are also available on that date.

Please send me notice of the hearing when it is scheduled. This is also to request a complete copy of the Probate Estate file on Levi Hoyt Hinson and a copy of the Estate file on Reba P. Hinson. Please send me you bill for the cost of coping the files.

Best regards,


J. Steedley Bogan

JSB:sb

Cc: James Boyd, Esquire
Ned Gregory, Esquire
Darrell W. Hinson

579

Ned Gregory, II

GREGORY & GREGORYSM
ATTORNEYS AT LAW

Post Office Box 967
210 West Meeting Street
Lancaster, South Carolina 29721-0967
Telephone (803) 283-3324
Fax Line (803) 283-3326
E-Mail: ngregory@infoave.net

Toy R. Gregory, Sr.
(1899 - 1973)
Ned Gregory, Sr.
(1903 - 1985)

February 28, 2007

Honorable Lois H. Roddey
Chester County Probate Judge
Post Office Drawer 580
Chester, South Carolina 29706

RE: Estate of Levie Hoyt Hinson
Case No. 86-ES-12-188

Dear Judge Roddey,

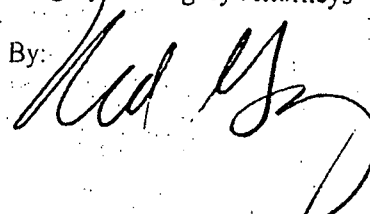
In our research and preparation of the documents requesting appointment of a personal representative of the Estate of Reba Pettit Hinson, we have been apprised of an omission in the Petition to Prove Will in regards to the above captioned Estate. Paragraph 3 of the Petition, which contains a list of devisees of the Testator, includes the widow, Reba P. Hinson and three children, John C. Hinson, Lois H. Griffin and Kathy H. Huffstickle. Mr. Hinson's Last Will and Testament provides (in Item II) that his real estate be devised to his wife for life, with remainder to their bodily heirs. Item I refers to a pre-deceased son, William C. Hinson.

I am advised that William C. Hinson had nine children, eight of whom survived the Testator. Their names and dates of birth are listed on the enclosure.

Please advise of the procedure necessary to amend the Real Estate Conveyances / Devisees form since this Estate proceeded the July 1, 1987 effective date of the current Probate Code.

Yours very truly,

Gregory & Gregory Attorneys

By:  II

NGII/law
enclosure

cc. Lois H. Griffin

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William Calvin Hinson and Rosa J. Hinson had nine children.

1. William Levy Hinson born - March 19, 1947
2. John Daniel Hinson born - April 19, 1948
3. Charles Jerry Hinson born - December 20, 1949
4. Robert Harold Hinson born - December 3, 1950
5. Michael Dennis Hinson born - April 3, 1952 (died April 17, 1952)
6. William Calvin Hinson • born - July 17, 1953
7. Etta Elaine Hinson • born - July 31, 1954
8. Linda Kay Hinson • born - February 16, 1956
9. Darrell Wayne Hinson • born - April 5, 1961 ←

COPY COPY
AUTHORIZED UNAUTHORIZED
COPY COPY COPY COPY

DELAYED CERTIFICATE OF BIRTH
SOUTH CAROLINA

STATE OF S. C. (L. S.) County of Birth Chester
Name at Birth KATHY EUGENIA HINSON Date of Birth December 1, 1951
Sex Female

FATHER
Name Reba V. Pettit Race or Color White
Birth Date May 25, 1899 Place of Birth County of Birth S. C.

MOTHER
Name Reba V. Pettit Race or Color White
Birth Date 7-5-1915 Place of Birth County of Birth S. C.

The above statements are true to the best of my knowledge and belief.
SIGNATURE OF PERSON REGISTERED OR OF PARENT OR GUARDIAN, IF UNDER 21 YEARS OF AGE
Reba P. Hinson
(Exactly as used at present time)

Subscribed and sworn to before me this 12th day of June 1951
NOTARY SEAL
Ann J. Owens
Notary Public

My commission expires at pleasure of Governor.
DO NOT WRITE BELOW THIS LINE

ABSTRACT OF SUPPORTING EVIDENCE	
Kind of Document	Place Issued Date Filed
MARRIAGE RECORD OF PARENTS	Chester Co., S. C. 10-10-36
Marriage & Casualty Ins. Co. of Tenn 17750670	Nashville, Tenn 12-1-51
Statement from Records of McDonald Green School	Lancaster, S.C. 8-28-58

1. Name of Child Kathy Hoyt Hinson
2. Next Birth Day
3. M24-51
4. Name of Father Levi Hoyt Hinson
5. Name of Mother Reba (Hinson) Pettit
6. Date filed 7-1-56
7. Registrar's Seal
8. Corrections Clerk
582

August 8, 2007

9:45

Cathy Carpenter secretary to Mr. Jim Boyd called this morning to confirm hearing still scheduled for August 9, 2007, at 2:00 PM and I told her yes. Asked her if she knew who will be here possibly. She said Mr. Boyd representing Kathy Huffstickle; Ned Gregory representing Lois Griffin and J. Steedly Bogan representing Daryl Wayne Hinson are the only ones she knows about.

Cathy called back at 10:10 Just spoke with the attorneys and they definitely will be here with their clients. Notice of Hearing was sent to seven others and we understand that they are planning on attending the hearing.

June 4, 2008

Admiring Will to Parhite
4-23-03. Will

H. Boyd, atty

Drury, atty

Bogan, atty

June 27, 2007

Mell Woods
P.O. Box 2603
Lancaster, SC 29721

The Honorable Lois Roddey
Judge of Chester County Probate Court
Chester County Courthouse
Chester, South Carolina

PROBATE COURT
CHESTER COUNTY S.C.

2007 JUN 28 P 1:46

LOIS H. RODDEY
JUDGE OF PROBATE

Hand Delivered.

Dear Judge Roddey:

This is in regard to Mrs. Reba Hinson. Mrs. Hinson died late last year and there is nothing on file concerning her estate. Perhaps there is nothing to file, however I have an interest in knowing if the estate is going to be probated. I spoke to you about this several months ago and you checked and verified that nothing had been filed. And I am sure nothing was there on the day I talked to you about this. However, since that time, some of the Hinson heirs have been talking about seeing certain papers that have been prepared for filing. If you have any informal letters, papers, documents, or anything that is not in the record yet, please furnish these to me under the South Carolina Freedom of Information Act.

Request for Records Under the South Carolina Freedom of Information Act:

You are requested to release to the undersigned requestor, All the papers, cards, tapes, photographs, maps, books, or other documentary material retained by you in regard to Mrs. Reba Hinson; everything that is filed in the Court Record and is available for public inspection is not meant to be part of this request. Please note that this request is to view and inspect the actual records, but is not a request for copies [at the present time]. The listed records are public and subject to release under current South Carolina statutory and case law; and no record released will be used for a commercial purpose.

A TRUE COPY
Lois H. Roddey
JUDGE OF PROBATE
CHESTER COUNTY, S.C.

Sincerely,

Mell Woods
Mell Woods

585

Private Last Will
April 5 2003

Last Will and Testament of Reba P. Hinson

1. I Will and direct that my Executors hereinafter shall the first money coming into there hands from my estate my just debts if any , Doctors , Hospile , Amblanceas soon as possible after he or she is qualified .

The cash if any will be divided equal between my four children named 1 ~~Lois~~ Lois S, Griffin , Kathy E Huffstickle , John C. Hinson William C. Hinson heirs (he is deceased).

At my death I Reba P. Hinson bequest to my daughter Lois S. Griffin certificate at Spratts Bank in Chester , S.C. to be giving at my death to be put in trust fund for her as need . She will have no income to be used as need . Why ? . She has no land bording the river except one small area. The other children have a yearly income off of track number one Kathy , John C. , William C. Hinson, heirs . John C. #2 Tract William C heirs track # 3.

Lois will inheret track # 4 which is the homestead . That land was given to me by my father and mother Shufford and Hettie Pettit $\frac{1}{2}$ of my father estate . I Reba P. Hinson my selfbought my sister Ruth Dority her inherts and my brother $\frac{1}{2}$ Albert W. Pettit of his inherts of my father property.

At my death I will to Lois S. Griffin my Automobile , rings watches all jewelry . I ask that all household goods stay in my house until Lois S. Griffin death. To be divided between the four children or their heirs , Lois heirs , Kathy , John C. Williams C. Heirs.

As for the land that my husband had to be divided as following.

Lot # 1 track of land to Kathy Huffstickle.

lot # 2 track of land to John C. Hinson

Lot # 3 track of land to William C. Hinsons heirs .

Lot # 4 track of land with home stead on it.

LOIS H. RUFF
JUDGE OF PROBATE
2000 JAN 29 AM 11:03
PROBATE COURT
CHESTER COUNTY S.C.

Whitch was property that I inherited from my father property Shufford and Hettie Pettit.

I Reba P. Hinson bought my sister part of father property I also bought my brother property of my father property my self with my money. This track of land is known as track land as# 4

witness

Patricia A. Evans

Patricia Derry

4/24/03

Reba P. Hinson

Reba P. Hinson

[Signature]

4/24/03

notary

My Commission Expires
July 24, 2012

7011-1
NA COLA QUARTER RECORD

Private Will of Reba P. Kinison 4-24-03

~~100-100000-100000~~

~~100-100000-100000~~

100-100000-100000

100-100000-100000

100-100000-100000

100-100000-100000

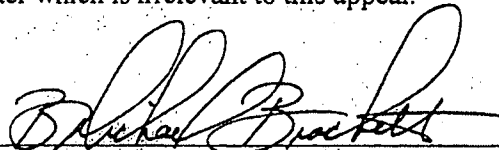
Reserving the above-stated objection, Respondents designate the following particular documents to be included in the Record on Appeal:

1. Complaint dated June 22, 201, including Exhibit A (plat); 591-610
2. Answer and Counterclaim dated August 25, 2011; pages 611-626
3. Respondents' Motion for Summary Judgment; pages 625-626
4. Robert Breakfield, as personal representative, Affidavit dated August 24, 2011; pages 627-635
5. Exhibits to Breakfield Affidavit:
 - A. Levie Hinson Last Will and Testament dated April 21, 1977; page 636
 - B. Lease Agreement between Appellant and Reba Hinson dated May 6, 2002; page 637
 - C. Chester County Probate Court Order dated October 15, 2007 in the Levie Hinson Estate; pages 622-624
 - D. Chester County tax records for Reba Hinson land, six pages; pages 638-643
6. Appellant's Response to Defendants' Motion for Summary Judgment, dated September 28, 2011 - 7 pages, including Exhibit A; pages 644-650
7. Joint Transcript of November 9, 2011 hearings in case nos. 2010-CP-12-0595 and 2011-CP-12-0323; pages 651-700
8. Circuit Court Order dated December 29, 2011 granting Respondents' motion for summary judgment; pages 701-704
9. Appellant's Rule 59(e) Motion for Reconsideration dated January 14, 2012; pages 705-721
10. Respondents' Amended Return to Motion for Reconsideration dated March 13, 2012; pg 722-729
11. Brackett letter to Appellant dated March 5, 2012; page 730
12. Order dated April 23, 2012 denying Appellant's Motion for Reconsideration; page 731

13. Appellant's deposition transcript in case no. 2010-CP-12-0595;

pages 732-759

I certify that this designation contains no matter which is irrelevant to this appeal.



B. Michael Brackett
Moses & Brackett, PC
P. O. Box 100261
Columbia, SC 29202
803.461.2312
Attorney for Respondents

February 25, 2013

590

STATE OF SOUTH CAROLINA
COUNTY OF CHESTER

IN THE COURT OF COMMON PLEAS

Mell Woods,
Plaintiff,

Case Number:

2011CP1200323

vs.

John D. Hinson, Christine
Jones, John C. Hinson,
Kathy Huffstickle, Charles
J. Hinson, William L. Hinson,
Lois Hinson, Robert Breakfield,
as Personal Representative of
the Estate of Reba P. Hinson,
Elaine H. Hensley, Robert H.
Hinson, George Stanford, as
Personal Representative of the
Estate of Linda H. Stanford,
William C. Hinson, Jr.,
Darrell W. Hinson, MARY ROE,
and JOHN DOE, fictitious names
used to designate all other
parties, whose names are unknown,
AND ANY and ALL OTHER PERSONS
claiming any right, title, estate,
interest, or lien upon the real
estate described in this complaint,

Defendants.

Verified Complaint for Land

1. Plaintiff hereby proceeds on the law side of the
court seeking relief to stop an interference with the
title and possession of the land described in this
complaint by the listed defendants;

COPY

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2011 JUN 22 1 P 4 24

CLERK OF COURT
CHESTER CO S.C.

2. The real estate described in this complaint is located in Chester County, South Carolina; all parties herein claim an interest in the described real estate, and are subject to the jurisdiction of the Chester County Court of Common Pleas;

3. This is an action for trespass to try title or, recovery of land, as the Code calls it; plaintiff seeks to have title to the described land established against all the world;

4. Plaintiff's possession of the described land is being interfered with by the listed defendants who have been advised to refer to themselves as "remaindermen";

5. Defendants are not now, and never were truly remaindermen and only derive whatever claim they may have had, {in the past}, from a common grantor with plaintiff, to wit: Levie Hoyt Hinson;

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6. Defendants have asserted and maintained several actions hostile to the title and possession of the true owner of the described land;

7. Defendants do not own, and have no right to possess the land described in this complaint;

8. Plaintiff claims title through Reba P. Hinson, and Levie Hoyt Hinson, the common grantor of the land in suit;

9. Defendants claim to be in possession of the real property in suit and deny plaintiff's title thereto and right to possession thereof; the following are some of the separate acts of trespass:

Narrative

First, the Hinson clan, "remaindermen", as they call themselves, hired a thug, Richard Vann Griffin, to try and terrorize plaintiff to such an extent to cause plaintiff to just give up and leave. But it is just not plaintiff that the thug Griffin got after, Griffin also got after Mrs. Reba P. Hinson, mother of some of the

"remaindermen", and an 80 + years in age lady, to try and extort money out of Mrs. Hinson by slithering on his belly up into her yard in the middle of the night and cutting big holes in the tires on her car. The "remaindermen" only want experienced thugs working for them. Mrs. Hinson had Griffin put in jail for 30 days after the tire cutting incident. Mrs. Hinson passed on, and Griffin then came after plaintiff and his family. Griffin is very violent, and plaintiff has a video tape of his actions and threats. Plaintiff prosecuted Griffin in magistrate court for trespassing, and threats, but Griffin would not come to court, so the magistrate Judge awarded him 60 days in jail. Instead of serving the 60 days, Griffin fled the United States, and it is hoped he will not return.

Other Incidents

Danny Hinson, one of the defendants, in combination with the other listed defendants, hired Griffin, (as above), to try and discourage plaintiff from occupying and using the land that plaintiff purchased from Mrs. Reba P. Hinson. When the Griffin method did not work, the listed defendants tried summary eviction by going to a magistrate Judge and lying about the facts. This was a year ago, and when the facts were pointed out to the magistrate Judge, the case was dismissed, with the Judge ruling that a title question existed. At other times, Danny Hinson would come around in an always drunken state, shouting profanity, demanding that plaintiff get off the land, and that all the land belonged only to him, (Danny

Hinson), because only "Hinsons" could occupy the land. And the defendants are still at it, now they have gone to a new magistrate Judge, Yale-Zamore, and have told more lies, claiming that plaintiff is only a renter, or tenant, where plaintiff is actually a purchaser for value from Mrs. Reba P. Hinson, and the listed defendants know this, but continue to lie because in fact the listed defendants were ousted from any claim they might have had by Mrs. Reba P. Hinson, herself, and now the listed defendants refuse to go by the Will, and the land, Mrs. Hinson left for them.

10. Said defendants continue to assert claim of title against the use and enjoyment by plaintiff in the described land, to deny plaintiff's right therein, and assert the determination to prevent the use and enjoyment of the described land by plaintiff, or persons holding under plaintiff, and to continue to use and occupy the land in suit for their own benefit; thus making it necessary for plaintiff to apply to this court for relief and the protection of his title;

05

11. Plaintiff purchased the described land in good faith from Reba P. Hinson; Reba Hinson had plats prepared which show the land in suit as "Reba Hinson Land"; there is not a notation on any plat which indicates an interest of any remainderman; plaintiff was never notified by anyone, that there could be a remainder interest in the land purchased; plaintiff is a bona fide purchaser for value without notice of any adverse claim, or remainder interest;

12. An examination of Mr. Levie Hoyt Hinson's Will was made after the sale of the land in suit, and after the listed defendants were taught to start calling themselves "remaindermen", and the Will of Mr. Hinson to Mrs. Hinson first shows the grant of a fee simple estate in the land to Mrs. Hinson; then there is in the Will some superadded words that make mention of a "life estate", but these words occur AFTER the granting of the fee simple estate; most of the South Carolina decisions are in accord with the holding that a full, fee simple estate, cannot be cut down, altered or compromised by addition of any other words, once the fee is granted;

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13. The Hinson heirs refuse to be the heirs of Reba P. Hinson, instead the listed defendants have been taught to say "remaindermen", this term fuels the fire of litigation, and there have been many lawsuits among the Hinsons since the death of Mrs. Hinson; Mrs. Hinson has the whole estate set up for a smooth transition, and the property split-up according to the wishes of both Mr. Hinson, and Mrs. Hinson, all that is needed is for the listed defendants to recognize the correct Will;

14. In any event, Mrs. Reba Hinson never recognized any persons to have a remainder interest in her land; in fact some of the "remainder" people purchased land from Mrs. Hinson, thereby causing an estoppel to arise, and forever shutting their particular mouths about any remainder interest;

07

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15. Mrs. Reba Hinson held her lands adversely against everyone, and without regard for anyone with a so-called "remainder" interest for the full statutory period of twenty years; hence plaintiff through Mrs. Reba Hinson, has been in full, actual, open, notorious, hostile, continuous, and exclusive possession of the land in this suit for twenty five years, and has an unbroken chain of title good against all the world;

16. Description of land in suit:

Refer to the plat of Phillip Smith, a registered South Carolina surveyor, and Jack Smith Surveying Company, dated May 13, 2002, filed in the Chester County South Carolina records at CABD Slide 174 P 53B, and showing lands of Reba P. Hinson, Tract #2;

Starting at the dividing line between Tract #2, and Tract #3 at the junction of the line S 59 degrees 45' 57" E and the East side of Hinton Road, then turning south for appx. 130 feet alongside the East side of Hinton Road to an exiting wood fence, then turn east toward Fishing Creek Lake,

and go down the existing wood fence appx. 115 feet, then turn north along the existing wood fence and go appx. 88 feet until intersecting with the dividing line shown as S 59 degrees 45' 57" E on the plat of Phillip Smith, and Jack Smith Surveying Company, and last go west back toward Hinton Road by going along the S 59 degrees 45' 57" E line for appx. 100 feet to arrive at the starting place. In addition Mell Woods, and assigns, is granted a 20 ft. easement to Fishing Creek Lake along the southside of the extension of line S 59 degrees 45' 57" E.;

17. Plaintiff demands trial by jury;

Wherefore, plaintiff asks that defendants be enjoined from trespassing on the land described herein, and that title to the land be adjudicated and cleared; and for such other further and temporary relief that the Court may deem proper; Verification follows.

Mell Woods

P.O. Box 2603
Lancaster SC 29721

599

09

FILED
2011 JUN 22 12:44 PM
CLERK OF COURT
CHESLER CO. SD

STATE OF SOUTH CAROLINA
COUNTY OF CHESTER

IN THE COURT OF COMMON PLEAS

Case Number:

2011CP1760323

Mell Woods,

Plaintiff,

Assigned by Clerk on 06-22-11

vs.

Action for Trespass
to Try Title.

John D. Hinson, Christine
Jones, John C. Hinson,
Kathy Huffstickle, Charles
J. Hinson, William L. Hinson,
Lois Hinson, Robert Breakfield,
as Personal Representative of
the Estate of Reba P. Hinson,
Elaine H. Hensley, Robert H.
Hinson, George Stanford, as
Personal Representative of the
Estate of Linda H. Stanford,
William C. Hinson, Jr.,
Darrell W. Hinson, MARY ROE,
and JOHN DOE, fictitious names
used to designate all other
parties, whose names are unknown,
AND ANY and ALL OTHER PERSONS
claiming any right, title, estate,
interest, or lien upon the real
estate described in this complaint,

Defendants.

STATE OF SOUTH CAROLINA
County of Chester:

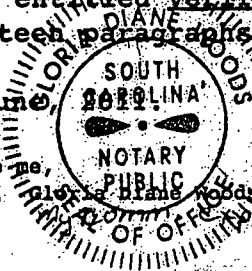
VERIFICATION

MELL WOODS, after being first duly sworn, deposes and states upon
oath, and upon the personal knowledge of affiant that the within
and foregoing document entitled Verified Complaint for Land is the
total truth, all seventeen paragraphs of it. FURTHER affiant saith
not.

This 22 day of June,

Sworn to and subscribed before me,

Gloria Diane Woods



Mell Woods

Notary Public for South Carolina
Jan. 8, 2018

600

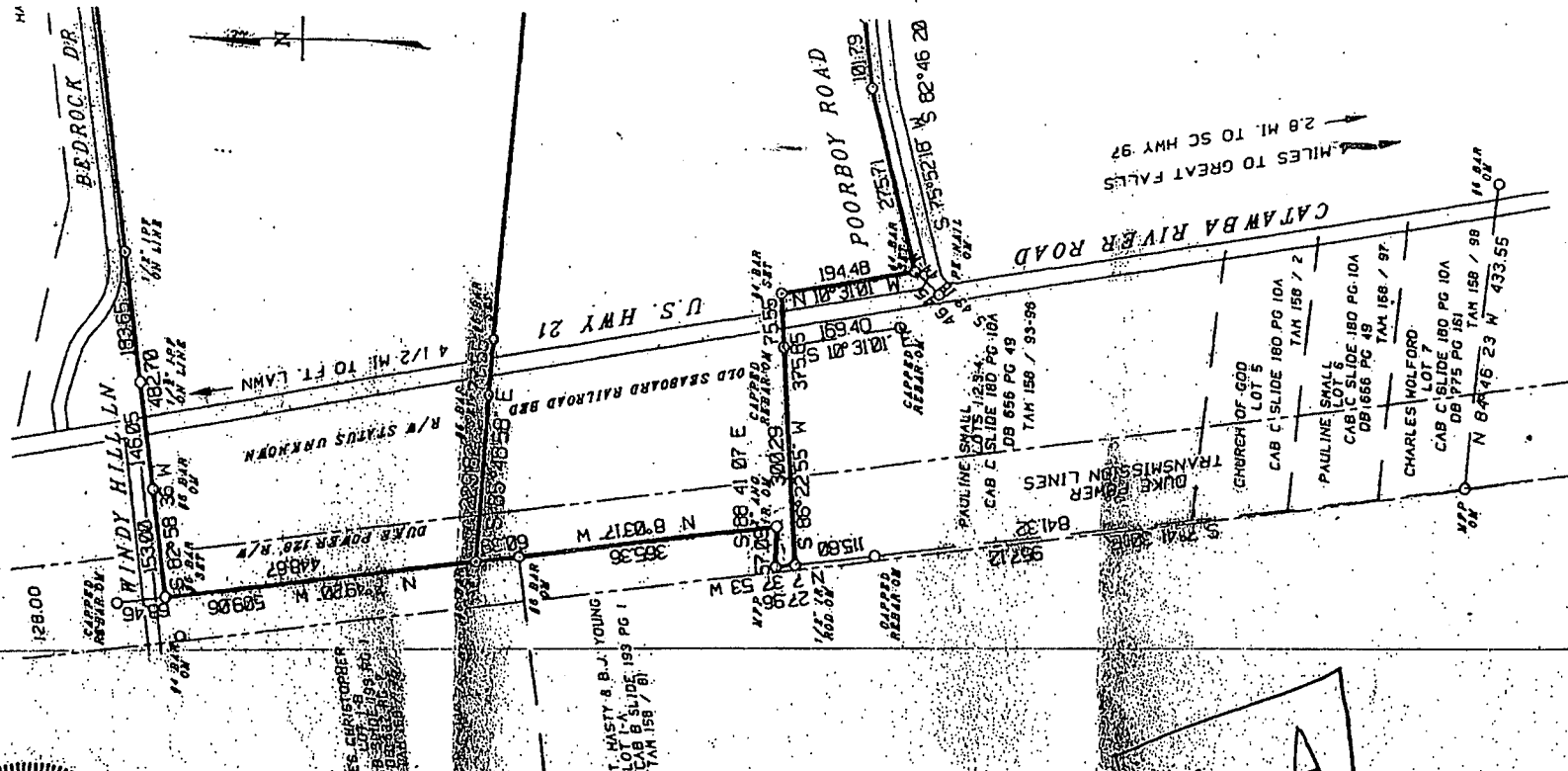
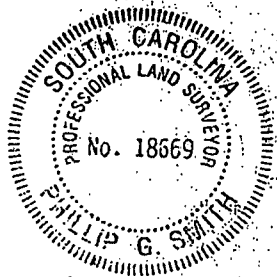
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CLERK OF COURT
CHESTER CO S.C.

is the best of the knowledge and skill of the Surveyor, and hereon was made in accordance with the Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and meets the requirements for a Class A Survey as specified herein.



STATE OF SOUTH CAROLINA
 COUNTY OF CHESTER
 PLAT OF SURVEY FOR

REBA P. HINSON

Ex A

LOCATED ABOUT 4 1/2 MILES SOUTH OF SC HWY 9 AT FT. LAWN ON BOTH SIDES OF U.S. HWY 21
 BEING A PORTION OF THE REBA HINSON LANDS SHOWN AS TRACTS No. 7 & 8 OF PB "B" PAGE 106.
 BEING ALL OF TRACT 7 AND A PORTION OF TRACT 8 OF SAID PLAT.



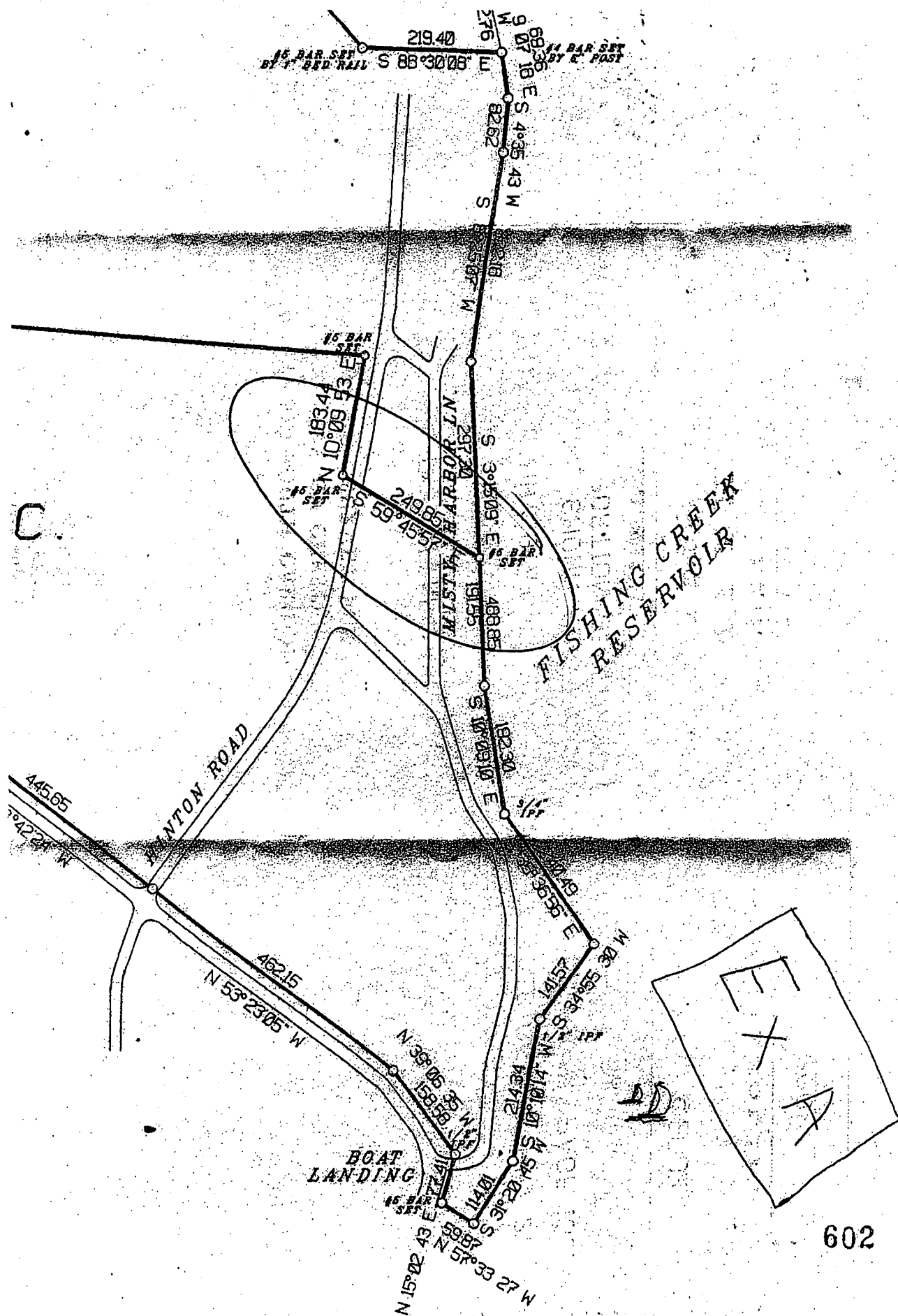
Phillip G. Smith
 18669

**JACK SMITH
 SURVEYING**

©2002js

800 FOREST DR. (803) 283-2646 LANCASTER

601



LARRY DAVID T1895

1496.72

OLIVIA MILKIE

OB 768 PG 158

CAB C SLIDE 37 PG 1

TAM 158 / 20

N 82°54'13" E

174.48

N 81°22'58" E

S 42°44'05" E

TRACT 3

32.857 AC

1752.88
S 65°48'58" E

TRACT 2

32.857 AC

151.14

253.47

72.82

137.89

N 86°33'59" W

N 77°31'33" W

N 70°40'52" W

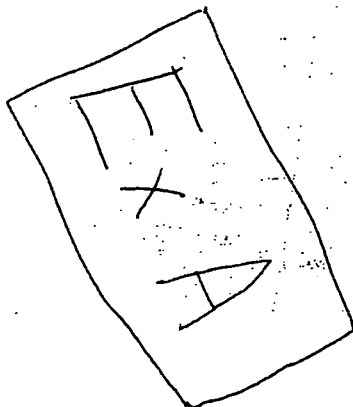
N 62°23'30" W

N 53°42'27" W

445.05

ANTON ROAD

REBA HINSON
REMAINDER TRACT 8 PB 'B' PG 106



482.15

N 53°23'05" W

BOAT
LANDING

N 39°05'35" W

153.58

N 57°33'27" W

114.01

S 3°20'45" W

214.34

N 15°02'43" E

FISHING CREEK
RESERVOIR

STATE OF SOUTH CAROLINA,

COUNTY OF

Chester

MELL Woods

Plaintiff,

John D. Hinson

Defendant.

IN THE COURT OF COMMON PLEAS

SUMMONS

FILE NO.

2011

-CP-

17003232

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JUN 22 1 P 4:24

CLERK OF COURT
CHESTER CO S.C.

THE DEFENDANT:

YOU ARE HEREBY SUMMONED and required to answer the complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

COPY

Chester

, South Carolina

Served:

6-21-2011

Plaintiff/Attorney for Plaintiff

P.O. Box 2603

Address:

LANCASTER SC 29721

2011 CP 1200323

STATE OF SOUTH CAROLINA

COUNTY OF Chester

Mell Woods

Plaintiff(s)

vs.

John D. Hinson

Defendant(s)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2011 - CP - 12 00323

FILED

JUN 22 1 P

CLERK OF COURT
CHESTER COUNTY

(Please Print)

Submitted By:

Mell Woods

Address:

P.O. Box 2603
LANCASTER SC 29721

SC Bar #:

Telephone #:

Fax #:

Other:

E-mail:

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

- ☒ JURY TRIAL demanded in complaint. ☐ NON-JURY TRIAL demanded in complaint.
- ☐ This case is subject to ARBITRATION pursuant to the Circuit Court Alternative Dispute Resolution Rules.
- ☐ This case is subject to MEDIATION pursuant to the Circuit Court Alternative Dispute Resolution Rules.
- ☐ This case is exempt from ADR (certificate attached).

COPY

NATURE OF ACTION (Check One Box Below)

- | | | | |
|--|--|---|---|
| <p>Contracts</p> <p>☐ Constructions (100)</p> <p>☐ Debt Collection (110)</p> <p>☐ Employment (120)</p> <p>☐ General (130)</p> <p>☐ Breach of Contract (140)</p> <p>☐ Other (199)</p> | <p>Torts - Professional Malpractice</p> <p>☐ Dental Malpractice (200)</p> <p>☐ Legal Malpractice (210)</p> <p>☐ Medical Malpractice (220)</p> <p>☐ Other (299)</p> | <p>Torts - Personal Injury</p> <p>☐ Assault/Slender/Libel (300)</p> <p>☐ Conversion (310)</p> <p>☐ Motor Vehicle Accident (320)</p> <p>☐ Premises Liability (330)</p> <p>☐ Products Liability (340)</p> <p>☐ Personal Injury (350)</p> <p>☐ Other (399)</p> | <p>Real Property</p> <p>☐ Claim & Delivery (400)</p> <p>☐ Condemnation (410)</p> <p>☐ Foreclosure (420)</p> <p>☐ Mechanic's Lien (430)</p> <p>☐ Partition (440)</p> <p>☐ Possession (450)</p> <p>☐ Building Code Violation (460)</p> <p>☐ Other (499)</p> |
| <p>Inmate Petitions</p> <p>☐ PCR (500)</p> <p>☐ Sexual Predator (510)</p> <p>☐ Mandamus (520)</p> <p>☐ Habeas Corpus (530)</p> <p>☐ Other (599)</p> | <p>Judgments/Settlements</p> <p>☐ Death Settlement (700)</p> <p>☐ Foreign Judgment (710)</p> <p>☐ Magistrate's Judgment (720)</p> <p>☐ Minor Settlement (730)</p> <p>☐ Transcript Judgment (740)</p> <p>☐ Lis Pendens (750)</p> <p>☐ Other (799)</p> | <p>Administrative Law/Relief</p> <p>☐ Reinstatement Driver's License (800)</p> <p>☐ Judicial Review (810)</p> <p>☐ Relief (820)</p> <p>☐ Permanent Injunction (830)</p> <p>☐ Forfeiture (840)</p> <p>☐ Other (899)</p> | <p>Appeals</p> <p>☐ Arbitration (900)</p> <p>☐ Magistrate-Civil (910)</p> <p>☐ Magistrate-Criminal (920)</p> <p>☐ Municipal (930)</p> <p>☐ Probate Court (940)</p> <p>☐ SCDOT (950)</p> <p>☐ Worker's Comp (960)</p> <p>☐ Zoning Board (970)</p> <p>☐ Administrative Law Judge (980)</p> <p>☐ Public Service Commission (990)</p> <p>☐ Employment Security Comm (991)</p> <p>☐ Other (999)</p> |
| <p>Special/Complex/Other</p> <p>☐ Environmental (600)</p> <p>☐ Automobile Arb. (610)</p> <p>☐ Medical (620)</p> <p>☐ Pharmaceuticals (630)</p> <p>☐ Unfair Trade Practices (640)</p> <p>☐ Other (699)</p> | | | |

TRAVEL TO
TRY TITLE

Submitting Party Signature:

Date:

6-22-2011

STATE OF SOUTH CAROLINA
COUNTY OF CHESTER

IN THE COURT OF COMMON PLEAS

Mell Woods,
Plaintiff,

Case Number:

2011 CP 1200 323

vs.

John D. Hinson, Christine
Jones, John C. Hinson,
Kathy Huffstickle, Charles
J. Hinson, William L. Hinson,
Lois Hinson, Robert Breakfield,
as Personal Representative of
the Estate of Reba P. Hinson,
Elaine H. Hensley, Robert H.
Hinson, George Stanford, as
Personal Representative of the
Estate of Linda H. Stanford,
William C. Hinson, Jr.,
Darrell W. Hinson, MARY ROE,
and JOHN DOE, fictitious names
used to designate all other
parties, whose names are unknown,
AND ANY ALL OTHER PERSONS
claiming any right, title, estate,
interest, or lien upon the real
estate described in this complaint,
Defendants.

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CLERK OF COURT
CHESTER CO S.C.
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Jury Trial

Demanded

Amended Complaint

The complaint filed on June 22, 2011, and answered on August 25, 2011 is hereby amended to correct a clerical error; paragraph No. 16 is amended as follows, all other paragraphs remain the same, including No. 17, which is plaintiff's demand for jury trial;

- 01 -

606

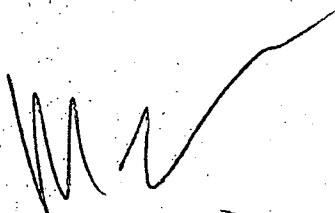
16. Description of land in suit:

Refer to the plat of Phillip Smith, a registered South Carolina surveyor, and Jack Smith Surveying Company, dated May 13, 2002, filed in the Chester County South Carolina records at Cabinet D Slide 174 Page 3B, and showing lands of Reba P. Hinson, Tract #2;

Starting at the dividing line between Tract #2, and Tract #3 at the junction of the line S 59 degrees 45' and the East side of Hinton Road, then turning south for appx. 130 feet alongside the East side of Hinton Road to an exiting wood fence, then turn east toward Fishing Creek Lake, and go down the existing wood fence appx. 115 feet, then turn north along the existing wood fence and go appx. 106 feet until intersecting with the dividing line shown as S 59 degrees 45' 57" E on the plat of Phillip Smith, and Jack Smith Surveying Company, and last go west back toward Hinton Road by going along the S 59 degrees 45' 57" E line for appx. 100 feet to arrive at the starting place. In addition Mell Woods, and assigns, is granted a 20 ft. easement to Fishing Creek Lake along the southside of the extension of line S 59 degrees 45' 57" E.;

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CLERK OF COURT
CHESTER COUNTY S.C.

Respectfully Submitted,
This 28 day of September, 2011.



Mell Woods

P.O. Box 2603
Lancaster SC 29721

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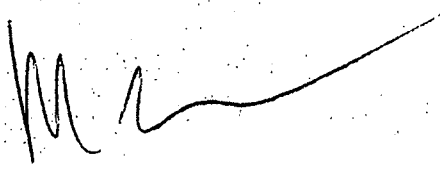
CLERK OF COURT
CHESTER CO S.C.
2011 SEP 30 P 4:55

Certificate of Service:

I hereby certify that I have served the defendants with a true copy of the within and foregoing Amended Complaint by placing the copy in the U.S. Mail, with sufficient stamps,

and addressed to: Moses Koon & Brackett, P.C.
B. Michael Brackett
P.O. Box 100261
Columbia, SC 29202

This 28 day of September, 2011.



Mell Woods

-03+

608

STATE OF SOUTH CAROLINA
COUNTY OF CHESTER

IN THE COURT OF COMMON PLEAS

Mell Woods,
Plaintiff,

Case Number:

2011 CP 1200 323

vs.

John D. Hinson, Christine
Jones, John C. Hinson,
Kathy Huffstickle, Charles
J. Hinson, William L. Hinson,
Lois Hinson, Robert Breakfield,
as Personal Representative of
the Estate of Reba P. Hinson,
Elaine H. Hensley, Robert H.
Hinson, George Stanford, as
Personal Representative of the
Estate of Linda H. Stanford,
William C. Hinson, Jr.,
Darrell W. Hinson, MARY ROE,
and JOHN DOE, fictitious names
used to designate all other
parties, whose names are unknown,
AND ANY ALL OTHER PERSONS
claiming any right, title, estate,
interest, or lien upon the real
estate described in this complaint,
Defendants.

FILED

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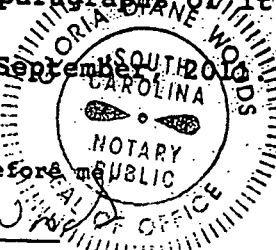
CLERK OF COURT
CHESTER CO S.C.

STATE OF SOUTH CAROLINA
County of Chester:

VERIFICATION

MELL WOODS, after being first duly sworn, deposes and states upon
oath, and upon the personal knowledge of affiant that the within
and foregoing document entitled Amended Complaint is the
total truth, all 17 paragraphs of it FURTHER affiant saith not.

This 28 day of September, 2011



Mell Woods

Sworn to and subscribed before me

Gloria Diane Woods

Gloria Diane Woods

Notary Public for South Carolina Comm. expires Jan 08, 2018

609

2018

STATE OF SOUTH CAROLINA
COUNTY OF CHESTER

IN THE COURT OF COMMON PLEAS

Case Number:

Mell Woods,

Plaintiff,

Lis Pendens # 2011LE#200096

vs.

Action for Trespass
to Try Title.

John D. Hinson, Christine
Jones, John C. Hinson,
Kathy Huffstickle, Charles
J. Hinson, William L. Hinson,
Lois Hinson, Robert Breakfield,
as Personal Representative of
the Estate of Reba P. Hinson,
Elaine H. Hensley, Robert H.
Hinson, George Stanford, as
Personal Representative of the
Estate of Linda H. Stanford,
William C. Hinson, Jr.,
Darrell W. Hinson, MARY ROE,
and JOHN DOE, fictitious names
used to designate all other
parties, whose names are unknown,
AND ANY and ALL OTHER PERSONS
claiming any right, title, estate,
interest, or lien upon the real
estate described in this complaint,

Defendants.

Amendment of Lis Pendens Notice

The Lis Pendens filed in this case on May 17, 2011,
is hereby modified to include ONLY the property described
in the Trespass to Try Title case filed on June 22, 2011.

P.O. Box 2603 Lancaster SC 29721

(Mell Woods)

610

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF CHESTER

2011-CP-12-0323

Mell Woods,

Plaintiff,

v.

John D. Hinson; Christine
Jones; John C. Hinson; Kathy
Huffstickle; Charles J. Hinson;
William L. Hinson; Lois
Hinson; Robert Breakfield, as Personal
Representative of the Estate of Reba
P. Hinson; Elaline H. Hensley; Robert
H. Hinson; George Stanford, as
Personal Representative of the Estate
Linda H. Stanford; William C.
Hinson, Jr.; Darrell W. Hinson;
Mary Roe and John Doe, fictitious names
used to designate all other parties, whose
names are unknown, and any and all
other persons claiming any right,
title, estate interest or lien upon the
real estate described in the complaint;

Defendants' Answer and Counterclaim

Defendants.

Defendants answer the allegations of Plaintiff's Complaint and Counterclaim thereto as follows:

1. Any allegation not expressly admitted herein is denied.

First Defense (General Denial)

2. Admit paragraph 1 to the extent that it represents the action to be one to determine title to the subject real property. If it is determined that some other purpose is being alleged,

paragraph 1 is denied.

3. Admit paragraph 2, except that Defendant Robert Breakfield, as Personal Representative of the Estate of Reba P. Hinson does not claim an interest in the subject real property, and said allegation is denied.
4. Admit paragraph 3 to the extent that it represents the action to be one to determine title to the subject real property. If it is determined that some other purpose is being alleged, paragraph 3 is denied.
5. Deny paragraph 4, and would further allege that Defendants other than Robert Breakfield, as Personal Representative of the Estate of Reba P. Hinson, claim title to the subject real property as remaindermen to the life estate of Reba Hinson as granted and conveyed by the Last Will and Testament of Levie Hoyt Hinson.
6. Deny paragraph 5.
7. Deny paragraph 6, and further allege that an eviction action was filed by the remaindermen against the Plaintiff prior to the commencement of the above-captioned action, and the eviction proceeding is pending.
8. Deny paragraph 7.
9. Admit only so much of paragraph 8 as alleges that Plaintiff claims title through Reba Hinson, but that Plaintiff is a total stranger to the estate of Levie Hoyt Hinson and makes no claim through or from the Levie Hoyt Hinson estate.
10. Deny paragraph 9 and further allege that the subject of the "narrative" and "other incidents" paragraphs in paragraph 9 is the subject of a separate legal action filed by the Plaintiff against some, but not all, of the owners/remaindermen. Said action is pending under case no. 2010-CP-12-00595.

11. Admit only so much of paragraph 10 as alleges that the Defendants, excepting Breakfield as Personal Representative, claim title to the subject real property as remaindermen to the Reba Hinson life estate. All other allegations of paragraph 10 are denied.
12. Deny paragraph 11.
13. Admit only so much of paragraph 12 as alleges that Levie Hoyt Hinson left a last will and testament that was probated in the Chester County Probate Court that devised a life estate in the subject real property to Levie Hoyt Hinson's surviving spouse, Reba P. Hinson, and the remaining allegations of paragraph 12 are denied.
14. Deny paragraph 13.
15. Deny paragraph 14.
16. Deny paragraph 15.
17. Admit so much of paragraph 16 as alleges that the plat is recorded in the real estate records for Chester County, and deny the remaining allegations. Upon information and belief, the lot of land at issue is not separately delineated or identified on a public record plat. Said lot was formerly leased by Reba Hinson to
18. Deny paragraph 17 and further allege that the right to a jury trial is dependant on the main purpose of the action as discerned from the pleadings.

Second Defense (Lack of Title and Standing)

19. Plaintiff holds neither legal nor equitable title to the subject real property, and at the time of the commencement of this action Plaintiff had no right of possession because he was then a tenant at will against whom eviction proceedings had been commenced.
20. Without title and without rightful possession of the land, Plaintiff has no standing to prosecute an action for trespass to try title.

Third Defense And Counterclaim

21. The real property at issue is generally known as 1537 Hinton Rd. in Chester County.
22. The entire tract of land, within which the lot at issue is located, was owned by Levie Hoyt Hinson.
23. Levie Hoyt Hinson died on August 1, 1986 leaving a Last Will and Testament dated April 21, 1977. A copy of said Last Will is attached hereto and incorporated herein as **Exhibit A**.
24. Levie Hoyt Hinson's estate was opened and administered in the Chester County Probate Court and his Last Will (Exhibit A) was probated in said Court.
25. The probate of Levie Hoyt Hinson's Last Will (Exhibit A) predated the effective date of the South Carolina Probate Code (July 1, 1987).
26. Reba P. Hinson was the surviving spouse of Levie Hoyt Hinson.
27. Plaintiff was not related to Reba Hinson or Levie Hoyt Hinson, was not a devisee or heir of Levie Hoyt Hinson, and was not an interested party in the administration of Levie Hoyt Hinson's estate.
28. The Last Will of Levie Hoyt Hinson devised to Reba P. Hinson a life estate in the real property owned by Levie Hoyt Hinson, including the tract containing the lot of land now claimed by the Plaintiff.
29. The remaindermen to Reba Hinson's life estate were identified and described by Levie Hoyt Hinson in his Last Will (Exhibit A) as "our bodily heirs forever." ("our" refers to Levie and Reba Hinson).
30. Reba Hinson died January 3, 2007.

31. Thereafter, an action was brought in the Chester County Probate Court to determine the intention of Levie Hoyt Hinson in using the language "bodily heirs" in his Last Will.
32. The Probate Court issued its Order dated October 15, 2007 finding and concluding that the bodily heirs referred to in Levie Hoyt Hinson's Last Will were John C. Hinson, Lois H. Griffin, Kathy Huffstickle, and the heirs of William C. Hinson who were declared to be William L. Hinson, John D. Hinson, Charles J. Hinson, Robert H. Hinson, William Calvin Hinson, Etta Elaine Hinson, Linda Kay Hinson and Darrell W. Hinson. A copy of said Order is attached hereto and incorporated herein as **Exhibit B**.
33. Said Order also held that the real estate that passed from the Levie Hoyt Hinson estate to Reba Hinson was, after Reba Hinson's death, owned by the bodily heirs of Levie Hoyt Hinson as tenants in common, which could only result if Reba Hinson's interest was a life estate.
34. The ownership of the tract, and of the particular lot at issue herein, is now owned by the following persons in the percentages shown:

Lois Hinson a/k/a Lois Griffin	25% - subsequently conveyed to Defendant Christine Jones;
John C. Hinson	25%
Kathy Huffstickle	25%
William C. Hinson's heirs	25% (shared as shown below)
William L. Hinson	3.125%
William C. Hinson, Jr.	3.125%
John D. Hinson	3.125%
Elaine Hensley f/k/a Elaine Hinson	3.125%

Robert Hinson 3.125%

Darrell Wayne Hinson 3.125%

Jerry Hinson 3.125%

Linda Stanford f/k/a Linda K. Hinson 3.125%
(Linda Stanford is now deceased and her share is held by George Stanford, as
Personal Representative of the Estate Linda H. Stanford).

35. In or about May 2002, the Plaintiff, as tenant, leased the lot of land known as 1537 Hinton Rd. from Reba Hinson, as landlord. There was then a residence on the lot owned by a former tenant of the lot, and Defendants are informed and believe that Plaintiff purchased the improvement from its owner, with the result that the residence was owned by the Plaintiff and the real property on which the residence was located was owned by Reba Hinson as a life tenant.
36. Plaintiff claims that in 2003 the lease agreement with Reba Hinson was terminated and replaced with an agreement allowing for the Plaintiff's purchase of the lot known as 1537 Hinton Road. According to Plaintiff, the new agreement provided that Plaintiff could continue to occupy the premises for 10 years, from May 2002. The lease payments were converted to purchase payments in the same amount (\$951 per year) and at the end of the 10 year term, Plaintiff could pay double the amount of the annual payments, lump sum, and in return, Reba Hinson would give Plaintiff a deed to the lot. By this description, the lease converted to an executory contract of sale.
37. Plaintiff has no writing signed by Reba Hinson evidencing the alleged new agreement - the conversion of the lease to a contract of sale, and Plaintiff has no deed.
38. Although Plaintiff filed claims against the Reba Hinson estate, claims that have been denied by the trial court and by the appellate court, Plaintiff did not file a claim against the estate

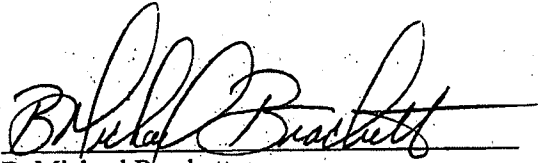
to enforce his *alleged* rights stemming from his *alleged* contract of sale with the decedent Reba Hinson.

39. Plaintiff has continued to occupy the premises at issue since Reba Hinson's death (now over 4 years) without making a payment until two months ago when the magistrate court ordered the payment of rental in connection with the pending eviction proceedings.
40. The remaindermen-Defendants' fee simple title vested immediately upon Reba Hinson's/life tenant's death.
41. Plaintiff is occupying the premises although he has no legal or paper title, and he has no equitable title.
42. The remaindermen-Defendants are informed and believe that they are entitled to a judgment of the Court finding and declaring that the remaindermen-Defendants are the owners of the real property (lot) known as 1537 Hinton Road that is now occupied by the Plaintiff.
43. The remaindermen-Defendants are informed and believe that they are entitled to an Order of the Court that, if not earlier vacated, requires the Plaintiff to immediately vacate the property (lot) known as 1537 Hinton Road.

Wherefore, the Defendants pray for judgment granting relief to the Defendants as follows:

- a. dismissing Plaintiff's Complaint;
- a. finding and declaring that the remaindermen-Defendants are the owners of the real property (lot) known as 1537 Hinton Road that is now occupied by the Plaintiff;
- b. ordering the Plaintiff to immediately vacate the property (lot) known as 1537 Hinton Road, if not already then vacated;
- c. granting such other relief as the Court deems proper.

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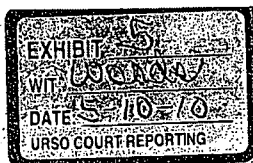


B. Michael Brackett
Moses Koon & Brackett, PC
P.O. Box 100261
Columbia, Sc 29202
803.461.2312
Attorney for Defendants

August 25, 2011

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EXHIBIT A



Recorded- Book 5
Page 183

STATE OF SOUTH CAROLINA)

CHESTER COUNTY)

LAST WILL AND TESTAMENT

OF
LEVIE HOYT HINSON
PROBATE COURT
CHESTER COUNTY, S.C.

IN THE NAME OF GOD AMEN:

ILEVIE HOYT HINSON, of county and state aforesaid, being of sound mind and disposing memory; but mindful of the uncertainty of his life, and being anxious to dispose of by my last will and testament of all my last will and testament of the property with which it has pleased almighty God to bless me, do hereby make, utter, ordain publish and declare the following to be last will and testament.

Item I I will, devise and bequeath unto my beloved wife, Reba P. Hinson all of my personal property of every kind and description including cash money. At her death the remainder if any to our beloved children. Name William C. Hinson deceased his heirs, Lois H. Griffin John C. Hinson, Kathy H. Hufferstickle, share and share alike.

Item II: I will devise and bequest unto my beloved wife REBA P. Hinson all my real estate, in fee simple, as long as she lives then to our bodily heirs forever.

Item III: I will and direct that my executrix hereinafter named do pay as soon as convenient all just debts including medical and funeral expenses from the first money coming into her hands as executrix of my estate.

Item I.V: Thereby nominate, constitute and appoint my beloved wife Reba P. Hinson, executrix of this last will and testament and direct that she serve as such without being required to furnish bond unto the probate court for Chester County, South Carolina.

In witness whereof, I have hereunto set my hand and seal this the 21 day of April, A. D. 1977.

Levie Hoyt Hinson
testator.

Signed, Sealed, Published and Declared
by the testator, Levie H. Hinson, as and
for his last Will and Testament, in our presence of each other and the testator
at his request, have subscribed our names

EXHIBIT B

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STATE OF SOUTH CAROLINA

COUNTY OF CHESTER

Kathy H. Huffstickle,

In the Matter of: Levie Hoyt Hinson,

Petitioner.

vs.

Lois H. Griffin,

Respondent.

IN THE PROBATE COURT
SIXTH CIRCUIT COURT

Case No. 1986-ES-12-18

ORDER

PROBATE COURT
CHESTER COUNTY S.C.

2007 OCT 30 A 11:54

LOIS H. RODDEY
JUDGE OF PROBATE

PROBATE COURT
CHESTER COUNTY S.C.

2007 OCT 16 A 9:14

LOIS H. RODDEY
JUDGE OF PROBATE

This matter came before the Court on August 9, 2007, for a hearing on the Petition of Kathy H. Huffstickle dated May 23, 2007, seeking to set aside an amended real estate conveyance filed by the Probate Court on March 8, 2007. It appears that Levie Hoyt Hinson died on August 1, 1986, leaving a Last Will and Testament. Item I of Levie Hoyt Hinson's Will reads as follows:

"I will, devise and bequeath unto my beloved wife, Reba P. Hinson all of my personal property of every kind and description including cash money. At her death, the remainder if any, to our beloved children. Name: William C. Hinson deceased his heirs, Lois H. Griffin, John C. Hinson, and Kathy H. Huffstickle, share and share alike."

Item II of the Will reads as follows:

"I will, devise and bequeath unto my beloved wife, Reba P. Hinson all my real estate, in fee simple, as long as she lives then to our bodily heirs forever."

Item II of the Will appears to leave a Life Estate to Reba P. Hinson in all of Levie Hoyt Hinson's real estate then to the bodily heirs forever. The issue in this case turns upon a determination of the intention of Levie Hoyt Hinson in using the language "bodily heirs". It was the contention of the Petitioner that the deceased intended to leave to his bodily heirs the property in question and that Lois H. Griffin was not his bodily heir. It was the contention of Lois H. Griffin that Kathy H. Huffstickle was not a bodily heir of

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A TRUE COPY

Lois H. Roddey
JUDGE OF PROBATE
CHESTER COUNTY, S.C.



the parents and that she did not inherit any real estate. It was an alternate contention of Kathy H. Huffstickle that she was the only joint child of Levie Hoyt Hinson and Reba P. Hinson so she is the only bodily heir.

It appears that Levie Hoyt Hinson fathered William C. Hinson and John C. Hinson prior to his marriage to Reba P. Hinson. It appears that Reba P. Hinson gave birth to Lois H. Griffin prior to her marriage to Levie Hoyt Hinson. There was conflicting testimony as to whether or not Kathy H. Huffstickle was the child of Levie Hoyt Hinson and Reba P. Hinson. The defense presented witnesses that Kathy H. Huffstickle was actually a child of the sister of Reba P. Hinson. Kathy H. Huffstickle stated that to her knowledge she was the child of Levie Hoyt Hinson and Reba P. Hinson. A birth certificate was introduced into evidence showing Reba P. Hinson and Levie Hoyt Hinson as the parents of Kathy H. Huffstickle.

Item I of the Will lists each of the children of Levie Hoyt Hinson and Reba P. Hinson. I find that Levie Hoyt Hinson intended to leave the real estate to all of the children listed in Item I and used the term bodily heirs in Item II of the Will interchangeably with the children in Item I of the Will. I further find that he intended to include Kathy H. Huffstickle and Lois H. Griffin as children and bodily heirs.

IT IS SO THEREFORE ORDERED

- A. That the amended real estate conveyance of March 8, 2007, is affirmed,
- B. That the real property consisting of 92 acres referred to in the Petition as tax map no 158-0-0-3 is hereby declared to be owned, as tenants in common, by the bodily heirs of Levie Hoyt Hinson,
- C. That the bodily heirs of Levie Hoyt Hinson are hereby declared to be John C. Hinson, Lois H. Griffin, Kathy H. Huffstickle, and the heirs of William C. Hinson, and
- D. That the heirs of William C. Hinson are William Levy Hinson, John Daniel Hinson, Charles Jerry Hinson, Robert Harold Hinson, William

Calvin Hinson, Etta Elaine Hinson, Linda Kay Hinson, and Darrell Wayne
Hinson.

AND IT SO ORDERED,

October 15th, 2007
Chester, South Carolina

Lois H. Roddey
Lois H. Roddey
Chester County Probate Judge

STATE OF SOUTH CAROLINA
COUNTY OF CHESTER

IN THE COURT OF COMMON PLEAS

2011-CP-12-0323

Mell Woods,

Plaintiff,

v.

John D. Hinson; Christine
Jones; John C. Hinson; Kathy
Huffstickle; Charles J. Hinson;
William L. Hinson; Lois
Hinson; Robert Breakfield, as Personal
Representative of the Estate of Reba
P. Hinson; Elaline H. Hensley; Robert
H. Hinson; George Stanford, as
Personal Representative of the Estate
Linda H. Stanford; William C.
Hinson, Jr.; Darrell W. Hinson;
Mary Roe and John Doe, fictitious names
used to designate all other parties, whose
names are unknown, and any and all
other persons claiming any right,
title, estate interest or lien upon the
real estate described in the complaint;

Defendants' Motion for Summary Judgment

Defendants.

TO: The above-named Plaintiff;

Please take notice that the Defendants, through their undersigned attorney, move the Court for an order granting summary judgment in favor of the Defendants on the Plaintiff's claim/cause of action for trespass to try title and on Defendants' counterclaim. This motion is made pursuant to Rule 56, SCRCP, on the grounds that Plaintiff's claim is based on the allegation that the Plaintiff holds title to certain real property pursuant to an executory parol agreement with a person now

deceased, and that pretrial discovery and affidavits show that there is no genuine issue as to any material fact that would entitle the Plaintiff to recover judgement on his cause of action or that would entitle Plaintiff to judgment with respect to Defendants' counterclaim.

This motion will be supported by all matters of record herein, and matters of record in case nos. 2010-CP-12-168 (Plaintiff's claims against the Reba Hinson Estate dismissed in Circuit Court, including Court of Appeals Order dated August 12, 2011 dismissing Plaintiff's appeal), 2010-CP-12-201 (Plaintiff's unsuccessful appeal from Probate Court), 2010-CP-12-595 (Plaintiff's tort action against certain members of the Hinson family), 2011CV1210400002 (Hinson family eviction proceeding against Plaintiff, appeal pending in Circuit Court as case no. 2011-CP-12-291). The motion will also be supported by affidavits and by a memorandum of law.

There is no duty of prior consultation for this motion.



B. Michael Brackett, Esquire
1333 Main Street, Suite 650
Post Office Box 100261
Columbia, South Carolina 29202-3261
(803) 461-2312
Attorney for Defendants

Columbia, South Carolina
August 25, 2011

STATE OF SOUTH CAROLINA
COUNTY OF CHESTER

IN THE COURT OF COMMON PLEAS
2011-CP-12-0323

Mell Woods,

Plaintiff,

v.

John D. Hinson; Christine
Jones; John C. Hinson; Kathy
Huffstickle; Charles J. Hinson;
William L. Hinson; Lois
Hinson; Robert Breakfield, as Personal
Representative of the Estate of Reba
P. Hinson; Elaline H. Hensley; Robert
H. Hinson; George Stanford, as
Personal Representative of the Estate
Linda H. Stanford; William C.
Hinson, Jr.; Darrell W. Hinson;
Mary Roe and John Doe, fictitious names
used to designate all other parties, whose
names are unknown, and any and all
other persons claiming any right,
title, estate interest or lien upon the
real estate described in the complaint;

Defendants' Affidavit in Support of
Motion for Summary Judgment

Defendants.

Personally appeared before me Robert H. Breakfield, Esquire, who being duly sworn
deposes and says that:

1. I am the duly appointed and acting Personal Representative of the Estate of Reba Hinson,
and in that capacity I have been named as a defendant in this case, and it is in that
capacity that I make this affidavit.

2. I make this affidavit on personal knowledge, on the content of court files and records, and on facts that have been developed in the related cases identified herein. Based on the information set forth below, the Reba Hinson Estate makes no claim to the premises at issue in this case, that being the lot of land known as 1537 Hinton Road.
4. Levie Hinson and Reba Hinson were husband and wife.
5. Levie Hinson owned approximately 100 acres adjacent to Fishing Creek Lake, north of Great Falls, SC, when he died on August 1, 1986.
6. Levie Hinson left a Last Will and Testament dated April 21, 1977 that was probated in the Chester County Probate Court as case no. 1986-ES-12-188. It provided, in relevant part in Item II: "I will devise and bequest [sic] unto my beloved wife Reba P. Hinson all my real estate, in fee simple, as long as she lives then to our bodily heirs forever." A true copy of said Last Will is attached hereto and incorporated herein as **Exhibit A**.
7. There appears to have been no deed of distribution or similar instrument issued from the Levie Hinson estate evidencing the transfer or distribution of the real estate on Fishing Creek Lake to Reba Hinson.
8. Without officially subdividing the acreage on the public record, Reba Hinson appears to have divided the acreage in closest proximity to the lake into lots on which tenants placed mobile homes, campers, or small cabins. Leases do not appear to have been placed on the public record.
9. In or about May 2002, the Plaintiff, as tenant, leased the lot of land known as 1537 Hinton Rd. from Reba Hinson, as landlord. There is a writing signed by Reba Hinson and Plaintiff that confirms the lease agreement and the relationship of landlord and

tenant. A true copy of this writing/lease is attached hereto and incorporated herein as **Exhibit B**. At the time of the lease, a mobile home was on the property, having been placed there by the prior tenant Mr. Gardner. Plaintiff purchased the mobile home from Gardner in a separate transaction. So the dirt and the improvement did not share common ownership. This information is from the Plaintiff's deposition testimony.

10. The basis for Plaintiff's claim to title is his allegation that in 2003 the lease agreement with Reba Hinson was terminated and replaced with an agreement allowing for the Plaintiff's purchase of the lot known as 1537 Hinton Road. According to Plaintiff, the new agreement provided that Plaintiff could continue to occupy the premises for 10 years, from May 2002. The lease payments were converted to purchase payments in the same amount (\$951 per year) and at the end of the 10-year term, Plaintiff could pay double the amount of the annual payments, lump sum, and in return, Reba Hinson would give Plaintiff a deed to the lot. By this description, the lease converted to a contract of sale.

11. Plaintiff has testified under oath about his alleged agreement with Reba Hinson as follows: Q. . . . tell me about that then. What sort of agreement came later that altered your ten year lease?

A. All right. I went back and talked to her and told her that - that that building appeared to be attached to the ground and was probably part of the real estate and it would be really hard to move. And this is the deal we had. She said if I wanted to keep paying that amount that I could pay it. And then at the end of the ten years that she would sell it to me. But I had to pay double in everything I'd paid in. So in other words, if I paid that much, she would put ten times that much and then double it. And she said she would sell me what the small amount of land where that building was.

Q. . . . Now, when was that agreement reached with Ms. Hinson . . .

A. About a year after that.

Q. So, . . . roughly the mid-2003?

A. Somewhere along in there. (Plaintiff's deposition transcript in

2010-CP-12-0595, p. 56, l. 23 to p. 60, l. 4.)

12. When asked at deposition in case no. 2010-CP-12-0595 if he had a writing signed by Mrs. Hinson in which she obligated herself to sell 1537 Hinton Road to the Plaintiff, the Plaintiff testified: "not today" (Plaintiff's deposition transcript in 2010-CP-12-0595, p. 55, l. 21-24); and "not with me. . . I don't know where it is" (Plaintiff's deposition transcript in 2010-CP-12-0595, p. 58, l. 16-24). Plaintiff has not heretofore produced a writing signed by Reba Hinson to support Plaintiff's allegations of an agreement for the purchase and sale of 1537 Hinton Road.
13. I am unaware of a writing signed by Reba Hinson that promised or obligated her to sell 1537 Hinton Road to the Plaintiff. There is no deed known to me whereby Reba Hinson conveyed any interest in the property at 1537 Hinton Road to the Plaintiff.
14. Reba Hinson died January 3, 2007.
15. I was appointed personal representative of the Reba Hinson Estate by Order of the Chester County Probate Court dated February 18, 2009.
16. Plaintiff filed claims against the Reba Hinson Estate alleging nuisance proximately caused by the alleged absence of a septic tank resulting in alleged illegal discharge of sewage into the lake from property owned by the decedent Reba Hinson, (2) conversion resulting from the Personal Representative's probating of the "wrong will," and (3) unspecified damages suffered by Claimant because of actions of attorney Ned Gregory and the Personal Representative.
17. All of Plaintiff's claims have been dismissed by procedural motions or summary judgment motion. (See 2010-CP-12- 0168, including an Order from the Court of Appeals

dismissing Plaintiff's appeal to that Court).

18. Plaintiff commenced proceedings in the Probate Court to insert himself into matters of estate administration. The Probate Court ruled against the Plaintiff on all substantive matters, and the Circuit Court, sitting as an appellate court, affirmed the Probate Court's Order. (See 2010-CP-12-0201).
19. Plaintiff filed a tort action against some, but not all, of the Hinson heirs, alleging that a drunk and unruly tenant in the Fishing Creek Lake neighborhood was brought in for the purpose of harassing the Plaintiff. That case is pending. (2010-CP-12-00595).
20. The Hinson heirs/remaindermen commenced an eviction action in the Chester County Magistrates Court to evict the Plaintiff from the premises known as 1537 Hinton Road. Plaintiff appealed a pretrial Order in that proceeding to the Circuit Court where it is now pending. (2011-CP-12-0291). It was after the commencement of the eviction proceedings that the Plaintiff commenced the above-captioned action to claim superior title.
21. Although Plaintiff filed claims against the Reba Hinson estate, Plaintiff did not file a claim against the estate to enforce his *alleged* rights stemming from his *alleged* contract of sale with the decedent Reba Hinson. (see 2010-CP-12-168). The claims period expired in November 2009.
22. Plaintiff has continued to occupy the premises at 1537 Hinton Road since Reba Hinson's death (now over 4 years) without making a payment until approximately two months ago when the magistrate court ordered the payment of rental in connection with the pending eviction proceedings.

23. Reba P. Hinson was the surviving spouse of Levie Hoyt Hinson.
24. Following Reba Hinson's death, an action was brought in the Chester County Probate Court to determine the intention of Levie Hoyt Hinson in using the language "bodily heirs" in his Last Will. Plaintiff was not a party to that action. A true copy of the Probate Court's Order dated October 15, 2007 is attached hereto and incorporated herein as **Exhibit C**. Said Order provides that the bodily heirs referred to in Levie Hoyt Hinson's Last Will were John C. Hinson, Lois H. Griffin, Kathy Huffstickle, and the heirs of William C. Hinson who were declared to be William L. Hinson, John D. Hinson, Charles J. Hinson, Robert H. Hinson, William Calvin Hinson, Etta Elaine Hinson, Linda Kay Hinson and Darrell W. Hinson.
25. Said Order also held that the real estate that passed from the Levie Hoyt Hinson estate to Reba Hinson was, after Reba Hinson's death, owned by the bodily heirs of Levie Hoyt Hinson as tenants in common, which could only result if Reba Hinson's interest was a life estate
26. The remaindermen to Reba Hinson's life estate were identified and described by Levie Hoyt Hinson in his Last Will (**Exhibit A**) as "our bodily heirs forever." ("our" refers to Levie and Reba Hinson). Plaintiff has disputed throughout his various legal actions that Reba Hinson owned only a life estate, claiming instead that she owned the fee simple title to the premises at 1537 Hinton Road.
27. From my investigation into the facts, and based on all information available to me, and assuming that Reba Hinson owned a life estate, the ownership of the tract, and of the particular lot at issue herein, is now owned by the following persons in the percentages

shown:

Lois Hinson a/k/a Lois Griffin	25% - subsequently conveyed to Defendant Christine Jones;
John C. Hinson	25%
Kathy Huffstickle	25%
William C. Hinson's heirs	25% (shared as shown below)
William L. Hinson	3.125%
William C. Hinson, Jr.	3.125%
John D. Hinson	3.125%
Elaine Hensley f/k/a Elaine Hinson	3.125%
Robert Hinson	3.125%
Darrell Wayne Hinson	3.125%
Jerry Hinson	3.125%
Linda Stanford f/k/a Linda K. Hinson	3.125%
(Linda Stanford is now deceased and her share is held by George Stanford, as Personal Representative of the Estate Linda H. Stanford).	

28. Chester County has taxed the Hinson land to Reba Hinson as owner of a life estate. True copies of Chester County tax records are attached hereto and incorporated herein as **Exhibit D.**
29. Plaintiff was not related by blood or marriage to Levie Hinson and/or Reba Hinson.
30. Plaintiff was not a devisee or interested party in the Estate of Levie Hoyt Hinson.
31. Plaintiff was not named as a devisee in any Last Will that might have been admitted to

hown:

Lois Hinson a/k/a Lois Griffin	25% - subsequently conveyed to Defendant Christine Jones;
John C. Hinson	25%
Kathy Huffstickle	25%
William C. Hinson's heirs	25% (shared as shown below)
William L. Hinson	3.125%
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Linda Stanford f/k/a Linda K. Hinson	3.125%
(Linda Stanford is now deceased and her share is held by George Stanford, as Personal Representative of the Estate Linda H. Stanford).	

Chester County has taxed the Hinson land to Reba Hinson as owner of a life estate. True
copies of Chester County tax records are attached hereto and incorporated herein as
Exhibit D.

Plaintiff was not related by blood or marriage to Levie Hinson and/or Reba Hinson.

Plaintiff was not a devisee or interested party in the Estate of Levie Hoyt Hinson.

Plaintiff was not named as a devisee in any Last Will that might have been admitted to

probate in the Estate of Reba Hinson.

32. I do not waive the protection of the Dead Man's Statute.

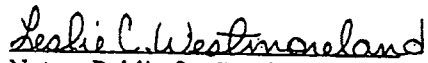


Robert H. Breakfield, as Personal

Representative

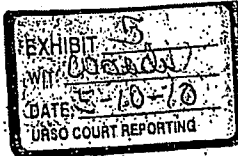
of the Estate of Reba Hinson

Sworn to before me this 24th
day of August, 2011.



Notary Public for South Carolina

My Commission Expires: 5-24-2020



Recorded- Book 5
Page 189

STATE OF SOUTH CAROLINA)

CHESTER COUNTY)

LAST WILL AND TESTAMENT OF

OF
LEVIE HOYT HINSON PROBATE COURT
CHESTER COUNTY, S.C.

IN THE NAME OF GOD AMEN:

LEVIE HOYT HINSON, of county and state aforesaid, being of sound mind and disposing memory, but mindful of the uncertainty of my life, and being anxious to dispose of by my last will and testament of my last will and testament of the property with which it has pleased almighty God to bless me, do hereby make, utter, ordain publish and declare the following to be last will and testament, to wit:

Item I. I will, devise and bequeath unto my beloved wife, Reba P. Hinson all of my personal property of every kind and description including cash money. At her death the remainder if any to our beloved children. Name: William C. Hinson deceased his heirs, Lois H. Griffin John C. Hinson, Kathy H. Hinson, share and share alike.

Item II: I will devise and bequest unto my beloved wife REBA P. Hinson all my real estate, in fee simple, as long as she lives then to our bodily heirs forever.

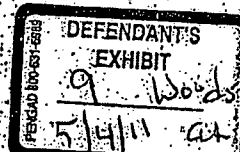
Item III: I will and direct that my executrix hereinafter named do pay as soon as convenient all just debts including medical and funeral expenses from the first money coming into her hands as executrix of my estate.

Item I. V: I hereby nominate, constitute and appoint my beloved wife Reba P. Hinson, executrix of this last will and testament and direct that she serve as such without being required to furnish bond unto the probate court for Chester County, South Carolina.

In witness whereof, I have hereunto set my hand and seal this the 21 day of April, A. D. 1977.

Levie Hoyt Hinson
testator

Signed, Sealed, Published and Declared by the testator, Levie H. Hinson, as and for his last Will and Testament, in our presence of each other and the testator at his request, have subscribed our name



636

\$ 951.00
Water added

May 06, 2002

Mell Woods can renew the lease
agreed to today if he wants to,
or he can quit the lease and
remove the building if he wants
to, or Mell Woods can have the
lease for ten years.

1537 North Hinton Road

Great Falls, Sc. 29055

Reba P. Hinson
REBA P. HINSON

Mell Woods

Mell Woods

PAID-IN \$895.00 Founders
Federal Credit Union Check
#1428255, plus \$56.00 cash
for rent and water for the
first year.

638

B100 TAX INQUIRY - LAST YEAR

01/29/10

Enter Function... 011243-02-3 Code: P-PAID

Date: 01/02/03
Date:

Levy
Year: 02

HINSON REBA P-LIFE EST
1414 CATAWBA RIVER ROAD

Dist: 01
305.7

Town:
.0

Prop Type: Real Estate
Assmt: 7940

Tax
Homestead
Fee

County
2427.26
.00

City
.00
.00

Issued: 09/16/02
Map#: 158-00-00-003-000
Desc:

R

Lost Cr
Veh Cr

188.71
.00

.00

Net Tax
Penalty
Total

2238.55
.00
2238.55

NTS-0001 Search Functions: M=Map# N=Name R=Rcpt# T=SCTX# F12=Help

639

B100 TAX INQUIRY - LAST YEAR

01/29/10

Enter Function... 011102-03-3 Code:P-PAID

Date:12/11/03
Date:

Levy
Year: 03

HINSON REBA P-LIFE EST
1414 CATAWBA RIVER ROAD

Dist: 01
330.9

Town:
.0

Prop Type: Real Estate
Assmt: 7940

Tax
Homestead
Fee

County
2627.35
.00

City
.00
.00

Issued: 10/06/03
Map#: 158-00-00-003-000
Desc:

R

Lost Cr
Veh Cr

148.98
.00

.00

Net Tax
Penalty
Total

2478.37
.00
2478.37

NTS-0001 Search Functions: M=Map# N=Name R=Rcpt# T=SCTX# F12=Help

640

B100

TAX INQUIRY - LAST YEAR

01/29/10

Enter Function... 011232-04-3 Code: P-PAID

Date: 12/31/04
Date:

Levy
Year: 04

HINSON REBA P-LIFE EST
1414 CATAWBA RIVER ROAD

Dist: 01
342.7

Town:
.0

Prop Type: Real Estate
Assmt: 7940

	County	City
Tax	2721.04	.00
Homestead Fee	.00	.00

Issued: 09/20/04
Map#: 158-00-00-003-000
Desc:

R	Lost Cr	168.11	.00
	Veh Cr	.00	
		=====	=====
	Net Tax	2552.93	
	Penalty	.00	
	Total	2552.93	

NTS-0001 Search Functions: M=Map# N=Name R=Rcpt# T=SCTX# F12=Help

01/29/10

Enter Function... 011302-05-3 Code:P-PAID

Date: 01/12/06
Date:

Levy
Year: 05

HINSON REBA P-LIFE EST
1414 CATAWBA RIVER ROAD

Dist: 01
344.0

Town :
.0

Prop Type: Real Estate
Assmt: 7940

Tax
Homestead
Fee

County
2731.36
.00

City .00
.00

Issued: 09/21/05
Map#: 158-00-00-003-000
Desc:

R

Lost Cr
Veh Cr

198.28
.00

.00

Net Tax
Penalty
Total

2533.08
.00
2533.08

NTS-0001 Search Functions: M=Map# N=Name R=Rcpt# T=SCTX# F12=Help

3100 TAX INQUIRY - LAST YEAR

Enter Function... 011367-06-3 Code: P-PAID

HINSON REBA P-LIFE EST
1414 CATAWBA RIVER ROAD

Date: 12/07/06
Date:

01/29/10

Levy
Year: 06

Dist: 01
360.7

Town:
.0

Prop Type: Real Estate
Assmt: 7940

Tax
Homestead
Fee

County
2863.96
.00

City
.00
.00

Issued: 09/21/06
Map#: 158-00-00-003-000
Desc:

R

Lost Cr
Veh Cr

264.55
.00

.00

Net Tax
Penalty
Total

2599.41
.00
2599.41

NTS-0001 Search Functions: M=Map# N=Name R=Rcpt# T=SCTX# F12=Help

9100

TAX INQUIRY - LAST YEAR

01/29/10

Enter Function...

011305-07-3 Code: P-PAID

Date: 12/17/07

Levy

Date:

Year: 07

HINSON REBA P-LIFE EST
 & CHRISTINE JONES ETAL
 1399 BEAVER DAM ROAD

Dist: 01
 379.8

Town:
 .0

Prop Type: Real Estate
 Assmt: 7940

Tax
 Homestead
 Fee

County
 3015.61
 .00

City
 .00
 .00

Issued: 09/26/07

Map#: 158-00-00-003-000

Desc:

R

Lost Cr
 Veh Cr

225.08
 .00

.00

Net Tax
 Penalty
 Total

2790.53
 .00
 2790.53

NTS-0001 Search Functions: M=Map# N=Name R=Rcpt# T=SCTX# F12=Help

STATE OF SOUTH CAROLINA
COUNTY OF CHESTER

IN THE COURT OF COMMON PLEAS

Mell Woods,
Plaintiff,

Case Number:

2011-CP-12-0323

vs.

John D. Hinson, Christine
Jones, John C. Hinson,
Kathy Huffstickle, Charles
J. Hinson, William L. Hinson,
Lois Hinson, Robert Breakfield,
as Personal Representative of
the Estate of Reba P. Hinson,
Elaine H. Hensley, Robert H.
Hinson, George Stanford, as
Personal Representative of the
Estate of Linda H. Stanford,
William C. Hinson, Jr.,
Darrell W. Hinson, MARY ROE,
and JOHN DOE, fictitious names
used to designate all other
parties, whose names are unknown,
AND ANY ALL OTHER PERSONS
claiming any right, title, estate,
interest, or lien upon the real
estate described in this complaint,
Defendants.

FILED

2011 OCT - 31 P 4:38

CLERK OF COURT
CHESTER CO S.C.

Response to Defendant's Motion for Summary Judgment

1. In the complaint, and amended complaint, plaintiff
asserts title by prescription, paragraph 15;

2. Exhibit A attached to this response shows at least
a color of title, and plaintiff's complaint asserts a twenty-
five year prescriptive title against all of the world; 644

-01-

3. Defendants fail to address the prescriptive title facts in the motion for summary judgment; under South Carolina Case law the complaint itself is enough to carry the case to a jury;

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2011 OCT - 31 P 4:38
CLERK OF COURT
CHESTER CO. S.C.

4. The affidavit in support of the motion for summary judgment contains several lies, and half-truths, in particular a lie by the affiant to the effect that Case 2010-CP-12-0168, is no longer an active case, when in fact, the case is still pending in the South Carolina Court of Appeals; all of paragraph 17 of defendant's affidavit is a lie;

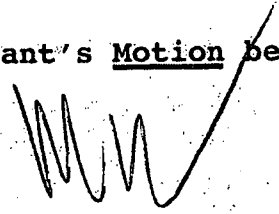
5. Rule 10(d) SCRCp, requires that a pleading be numbered before being filed; defendants have failed to number the affidavit, and in fact have applied some sort of a foreign language in the place where numbers are expected to be; plaintiff is prejudiced when a foreign language is used in a pleading without being translated, and demands that the English Language be used;

645

6. Under Rule 56(g) defendant's affidavit is filed in bad faith in that it contains several lies, and is partially written in a foreign language;

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2011 OCT - 31 P 4: 38
CLERK OF COURT
CHESTER CO S.C.

Wherefore, having shown at least a scintilla of evidence warranting a jury trial, and coupled with the fact that plaintiff has a statutory right to a jury trial in a title clearing case, plaintiff asks that defendant's Motion be denied.

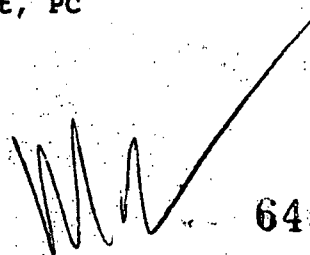

Mell Woods

Certificate of Service

I hereby certify that I have served defendants with a true copy of the within and foregoing Response to Motion for Summary Judgment, by placing the copy in the U.S. Mail, with sufficient stamps, and addressed to:

Moses Koon & Brackett, PC
B. Michael Brackett
P.O. Box 100261
Columbia, SC 29202

This 28 day of September, 2011.


646
Mell Woods

2011 OCT - 31 P 4: 39

FILED

CHESTER COUNTY, SOUTH CAROLINA

Date: May 07, 2005# 2005

LAND SALES AGREEMENT between REBA P. HINSON and MELL WOODS

Total amount of Contract	\$28,530.00
Credit for prior payment (minus)	3,804.00
due May 06, 2011 extra payment for land	19,020.00
\$5.00 consideration for this new contract	5.00

EXHIBIT A

\$24,731.00
Remains

To date Mell Woods has paid in \$3,804.00 ground rent on the property described in this contract. He, (Mell Woods) bought the building sitting on my land from Bobby Gardner. Mell Woods can move the building if he wants to. The rent contract was \$951.00 per year. The rental contract for the ten years is now modified, credit against the contract price, in the amount of \$3,804.00 is allowed, and it is now agreed that Mell Woods is buying the land where building is, instead of renting the land. (1537 Hinton Road)

PROMISES BY MELL WOODS

Mell Woods owes Reba P. Hinson the following money:
\$951.00 times ten = \$9,510.00, plus double the amount paid in \$19,020.00 as a final payment, total of \$28,530.00 for the land. Mell Woods can move the building off if he wants to. Mell Woods has 90 days after May 06, 2011 to finish paying the \$28,535.00 to either Reba P. Hinson her heirs, or assigns. If the total amount is not paid within 90 days all unpaid amounts will start earning 8% per year interest, after August 06, 2011.

DESCRIPTION OF LAND.

EXHIBIT A

FILED

2011 OCT - 31 P 4:39
CLERK OF COURT
CHESTER CO S.C.

DESCRIPTION OF LAND:

The land sold today is shown on the plat of Phillip G. Smith, a registered surveyor, and dated May 13, 2002 -- reference is made to the Smith plat which shows lands of Reba P. Hinson:

Starting at the dividing line between Tract #2, and Tract #3 at the junction of the line S 59° 45' 57" E and the EAST side of Hinton Road, then turning South for appx 130 feet alongside the East side of Hinton Road to an existing wood fence, then turn east to Fishing Creek Lake, and go down the existing wood fence appx 115 feet, then turn North along the other existing wood fence and go appx 106 feet until intersecting with the dividing LINE S 59° 45' 57" E on the plat of Phillip Smith, and Jack Smith Surveying Company, and last go WEST back toward Hinton Road by going along the S 59° 45' 57" E line for appx 100 feet to arrive at the starting place.

All of the described land is coming out of Tract #2 as shown on the May 13, 2002 plat of Phillip Smith. In addition Mell Woods, and assigns, is granted a 20ft. easement to Fishing Creek Lake along the South Side of the extension of line S 59° 45' 57" E. SEE THE ATTACHED DRAWING ON PAGE TWO of this contract for illustration purposes: If there is any variation between the drawing and the above word description, then the words control over the drawing.

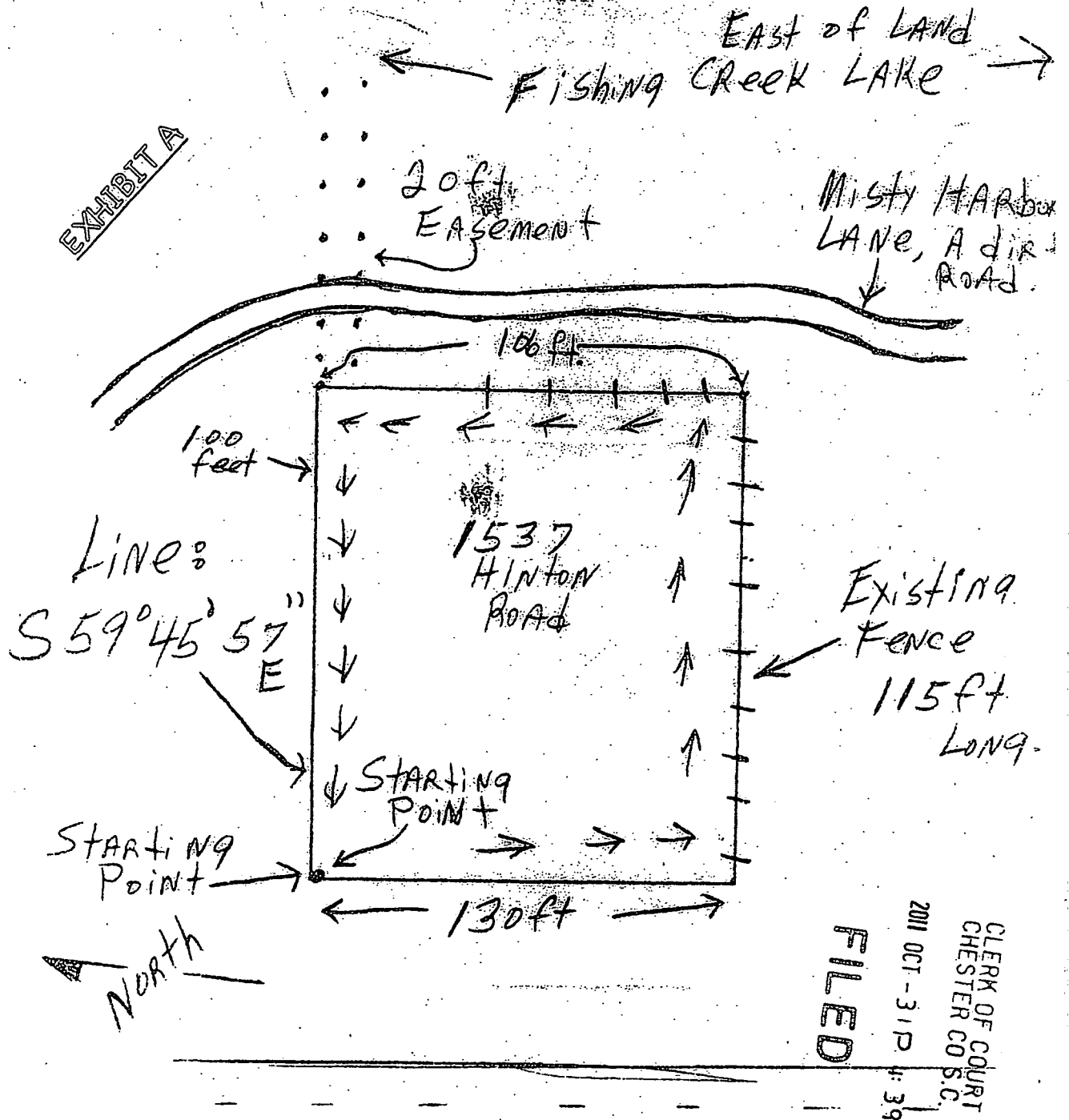
Mell Woods is to get the above lot surveyed at his own expense. Mell Woods is hereby put in possession of the described lands as a buyer, and debtor. Mell Woods is no longer a tenant of Reba P. Hinson. The description from the plat, and attached drawing is everything needed for this agreement to sell the land. Mell Woods can move the building if he wants to. It is the further condition of this agreement that once the sum promised is paid-in, Mell Woods, or assigns, is the fee-simple owner of the described property without reservation. Any of the eight % interest which may accrue after Aug. 06, 2011 will be due in a lump sum the following Jan 15, 15, any interest not paid on time will incur a one time late fee of fifty dollars. Accrued interest may be collected by court action, with the limitation of four hundred dollars attorney fee per collection. This contract is a sealed instrument. This contract can be assigned to others by either party, or assigns. Mell Woods will have a deed and plat prepared. Reba P. Hinson will sign, and then keep the deed until the money promised has been paid-in.

Reba P. Hinson
SELLER

648

Mell Woods
BUYER

EXHIBIT A



Hinton Road, Paved R-649

ALL LAND comes out of TRACT #2, Phillip G. Smith PLAT. TOTAL LAND AREA, Less THAN ONE HALF ACRE. NOT TO SCALE.

STATE OF SOUTH CAROLINA
COUNTY OF CHESTER

IN THE COURT OF COMMON PLEAS

Mell Woods,
Plaintiff,

Case Number:

2011-CP-12-0323

VS.

John D. Hinson, Christine
Jones, John C. Hinson,
Kathy Huffstickle, Charles
J. Hinson, William L. Hinson,
Lois Hinson, Robert Breakfield,
as Personal Representative of
the Estate of Reba P. Hinson,
Elaine H. Hensley, Robert H.
Hinson, George Stanford, as
Personal Representative of the
Estate of Linda H. Stanford,
William C. Hinson, Jr.,
Darrell W. Hinson, MARY ROE,
and JOHN DOE, fictitious names
used to designate all other
parties, whose names are unknown,
AND ANY ALL OTHER PERSONS
claiming any right, title, estate,
interest, or lien upon the real
estate described in this complaint,
Defendants.

FILED

2011 OCT - 31 P 4:39

CLERK OF COURT
CHESTER CO S.C.

STATE OF SOUTH CAROLINA
County of Chester:

VERIFICATION

MELL WOODS, after being first duly sworn, deposes and states upon
oath, and upon the personal knowledge of affiant that the within
and foregoing document entitled Response to Motion is the
total truth, all 06 paragraphs of it FURTHER affiant saith not.

This 28 day of September, 2011.

Sworn to and subscribed before me

Gloria Diane Woods
Gloria Diane Woods Notary Public

Mell Woods

650

Gloria Diane Woods Notary Public for South Carolina Comm. expires Jan 08, 2018

-07-

STATE OF SOUTH CAROLINA)

COUNTY OF CHESTER)

COURT OF COMMON PLEAS
2010-CP-12-00595

MELL WOODS)

PLAINTIFF)

vs.)

TRANSCRIPT OF RECORD

JOHN D. HINSON, CHRISTINE E.)

JONES, JOHN C. HINSON, KATHY)

HUFFSTICKLE, ROBERT H. HINSON,)

DARRELL W. HINSON, CHARLES J.)

HINSON, WILLIAM L. HINSON,)

ELAINE H. HENSLEY, WILLIAM C.)

HINSON, JR., JOHN DOES, (1-5),)

JANE DOES, (1-2),)

DEFENDANTS)

November 9, 2011
Chester, South Carolina

B E F O R E:

THE HONORABLE BROOKS P. GOLDSMITH, JUDGE.

A P P E A R A N C E S:

MELL WOODS, appearing pro se.

B. MICHAEL BRACKETT, ESQ.
Attorney for the Defendants

CAROL M. THUEME, RPR
Official Court Reporter

I N D E X

(There were no witnesses produced.)

EXHIBITS

(There were no exhibits marked.)

1 THE COURT: Let me try first to address
2 2010-595. It's a motion for summary judgment?

3 MR. BRACKETT: Yes, sir.

4 THE COURT: And whose motion is that?

5 MR. BRACKETT: Mine. Defendant's.

6 THE COURT: Mr. Woods, are you continuing to
7 represent yourself without an attorney?

8 MR. WOODS: Yes, sir, Your Honor.

9 THE COURT: Okay. All right. I'll be glad to
10 hear from you, sir.

11 MR. BRACKETT: Your Honor, Mike Brackett for the
12 defendants in this and other cases on the motion roster
13 that are interrelated.

14 THE COURT: They are?

15 MR. BRACKETT: Yes, sir. I have filed with the
16 Court and sent to your office and served on Mr. Woods a
17 memorandum of law that addresses all of the various cases
18 and motions that are on the roster today.

19 THE COURT: All right.

20 MR. BRACKETT: This particular case, 2010-595,
21 is a tort case that Mr. Woods filed against some but not
22 all of the members of the Hinson family.

23 Brief background. Reba Hinson ran a
24 neighborhood, if you will, on Fishing Creek Lake in
25 Chester County on property that she had inherited from her

1 late husband whose estate was probated in 1987 in Chester
2 County.

3 This particular subdivision, subdivision or
4 neighborhood, was informally divided up into lots, small
5 lots where tenants would place cabins or small campers or
6 what have you; mostly as the name would imply, it was
7 fishermen who would spend time on the lake.

8 Over time some of those residences became more
9 permanent in nature, but there never was, to our
10 knowledge, any -- there never were any written leases
11 placed on the record.

12 Mr. Woods -- and by the way, before I go any
13 further, I don't want to forget, I'd like to pass up
14 because I need to submit it as a part of the record in
15 this case and in the other cases, the sealed deposition
16 transcript of Mr. Woods that was taken in this case. And
17 included in the packet with the deposition transcript
18 itself is a video disc that Mr. Woods produced in
19 discovery having to do with some of the events we're going
20 to talk about in the case.

21 The transcript -- what we did, Your Honor, was
22 during the deposition we played the video and so the court
23 reporter made a transcript of what was said off of the
24 video, so it's included in written form within the
25 transcript and the disc itself is available to the Court

1 to review if you wish to do so.

2 I need to make that a part of the record for
3 purposes of this motion and also ask that you take
4 judicial notice of the affidavit that we filed,
5 Mr. Breakfield's affidavit as personal representative of
6 the Reba Hinson estate, which we actually filed in Case
7 No. 2011-323, which addresses the same information and
8 some of the same issues. They sort of bleed into each
9 other. And so I want that evidence to be before the Court
10 today for purposes of the motion.

11 Mr. Woods has testified in his deposition that
12 he first entered into a lease agreement with Reba Hinson
13 in 2002 for a lot known as 1537 Hinton Road, which is in
14 this neighborhood on Fishing Creek Lake.

15 Mr. Woods testified in his deposition that that
16 was the first time he had lived in South Carolina. He had
17 not lived here before, he did not know Reba Hinson before,
18 and he struck this deal in 2002. It was a two-part
19 transaction, if you will.

20 Mr. Woods leased the lot from Reba Hinson. A
21 copy of that lease agreement, such as it is, is in the
22 record.

23 He also at the same time purchased the residence
24 that was on the lot, that had been placed there by a
25 former tenant, a fellow named Mr. Gardener. So as of

1 May 2002, Mr. Woods was a tenant occupying the lot. He
2 owned the residence that was on the lot. So basically he
3 had a house sitting on land that he didn't own, but that
4 was the nature of his transaction at the time.

5 The allegation is that at some point thereafter,
6 Mr. Woods and Reba Hinson entered into a land sale
7 agreement where Mr. Woods was given the opportunity to buy
8 the lot that is in dispute in the other case -- that's
9 Case No. 2011-323 -- and then Reba Hinson died in January
10 of 2007. Her estate was actually opened in 2009, January
11 of 2009, and things have been rocking along since.

12 Now, this case, 595, is a tort case that
13 Mr. Hinson filed against the heirs or the devisees of Reba
14 Hinson.

15 These folks claim, the Hinson family I'll call
16 them, claim that they succeeded to the ownership of the
17 neighborhood because Reba Hinson had a life estate, that
18 she had been left a life estate by her late husband in his
19 1987 probate decision and that upon Reba Hinson's death,
20 the remainder interest in the neighborhood automatically
21 passed to the Hinson family as the remaindermen to Reba
22 Hinson's life estate.

23 Mr. Woods disputes that. And that again is the
24 subject of the last motion we're going to argue today -- I
25 guess that's in 323 -- that goes back to the construction

1 of Mr. Levy Hinson's will from his 1987 probate
2 proceeding.

3 But in any event in this case, Mr. Woods has
4 alleged three causes of action all stemming from a run-in
5 that he had with a fellow he's identified as Richard Van
6 Griffin.

7 He claims, Mr. Woods has alleged that Richard
8 Van Griffin came to reside in this neighborhood as a
9 result of having been hired and paid by the Hinson family
10 to move in for the purpose of assaulting and harassing
11 Mr. Woods and his family.

12 Now, to try to say that a little different way,
13 Mr. Woods claims that the Hinson family hired Van Griffin
14 to come in there and assault Mr. Woods.

15 He has alleged three causes of action: Outrage,
16 malicious prosecution, and quantum meruit and fraud
17 against the Hinson family.

18 Now, with respect to outrage, that is a cause of
19 action that requires a heightened standard of proof, clear
20 and convincing evidence. I have set out on page six of
21 the memorandum, Your Honor, at the top of the page the
22 elements for the Court of outrage and I've explained there
23 and given the cite for the heightened burden of proof that
24 applies.

25 The Court has been told and trial courts are

1 told in appellate court opinions that in cases such as
2 this, outrage with a heightened burden of proof, the trial
3 court is to serve as a gatekeeper and to determine whether
4 in the trial court's mind there is a reasonable likelihood
5 of success on the merits; in other words, they're not to
6 let these sorts of torts survive unless there is some
7 evidence that they actual happened.

8 Now, what the Court's going to see when you look
9 at the deposition transcript and if you get a chance to
10 review the video, these were video taken on apparently two
11 different times within a matter of a couple of days.

12 The video appears to have been shot from Mr.
13 Woods' front door or the front porch of his residence out
14 towards the street known as Hinton Road. There is a
15 gentlemen out on the street shirtless, obviously
16 intoxicated, and he's using, as I've described in the
17 memorandum, rough and obscene language directed at
18 Mr. Woods.

19 At no time during his rant does he ever mention
20 anybody in the Hinson family. That name never gets
21 mentioned.

22 Just by watching the video, the only conclusion
23 you can draw is that Van Griffin and Mr. Woods had some
24 issues and Van Griffin was drunk and he was letting
25 Mr. Woods know what he thought of him and then he goes

1 The cause of action for malicious prosecution
2 stems from an eviction action that the Hinson family filed
3 in the Chester County Magistrate's Court approximately two
4 years ago seeking to have Mr. Woods evicted from the lot
5 that he occupied in this neighborhood.

6 The allegation was that he was a tenant. He had
7 leased the property from Ms. Hinson, he was a tenant, and
8 his status as a tenant continued after Reba Hinson's death
9 and became, in essence, a tenant of the remaindermen. He
10 would not pay rent, had not paid rent, but refused to
11 leave.

12 At that hearing -- and I did not represent the
13 Hinsons at that hearing, but at that hearing, the
14 magistrate apparently concluded she could not tell who the
15 owners were and who was supposed to collect rent. So the
16 magistrate dismissed that eviction action without
17 prejudice. A copy of that order of dismissal is in the
18 record. It is an exhibit to the deposition. It's also an
19 exhibit to Mr. Breakfield's affidavit in the file. But
20 the point being that that was a dismissal without
21 prejudice.

22 And I would note for the Court's information
23 that in that order of dismissal, the magistrate ruled or
24 said that Reba Hinson had a life estate, but that she
25 could not tell who all the remaindermen were and who was

1 supposed to be paid rent or any of that stuff. So not
2 being able to decide that, she basically told everybody
3 she was going to order a do-over, so she dismissed it
4 without prejudice. That is the basis for Mr. Woods now
5 alleging that that proceeding was a malicious prosecution,
6 that it was without basis in law, and that because of the
7 dismissal it showed that it was brought with ill will and
8 malicious intent, and that is the basis for his malicious
9 prosecution cause of action.

10 The mere fact, Your Honor, that the magistrate
11 ruled in the order of dismissal -- by the way, nobody
12 appealed that order.

13 Normally anybody could have appealed an order of
14 dismissal if it had something in there you didn't like.
15 Nobody appealed it. And the finding that the magistrate
16 entered which said, quote, "Reba Hinson had a life estate
17 in the property which on her death was inherited by her
18 children or their heirs." That finding, which is now
19 unchallenged, even though that case was dismissed without
20 prejudice, that finding in and of itself shows that there
21 was a justification to file the eviction action and that
22 it was not brought out of malice or bad faith. It was
23 not, as Mr. Woods claims, a bogus proceeding.

24 The law is that if a single element of a cause
25 of action, if there's no evidence even for just a single

1 element of the cause of action, if that is missing, then
2 summary judgment should be granted. That's fatal to the
3 entire cause of action. And I've cited the case on page
4 seven.

5 Then, Your Honor, on the fraud and quantum
6 meruit cause of action, his allegations are that when he
7 was a tenant -- he first had an interest in the property
8 and he was a tenant and then he bought the building, the
9 residence that set on the property, he alleges that after
10 that time he made improvements to the residence and that
11 what was at one time perhaps a mobile home, a moveable
12 structure, over time became connected to the land, a
13 stick-built home or a stick-built renovation or addition
14 to the house, and that he has improved the property and
15 what the tenants are trying or what the owners now are
16 trying to do is to kick him off so they can get the
17 residence that he owns, including the improvements that he
18 made.

19 Now, quantum merit is an equitable cause of
20 action. I have set out the elements on page seven. And
21 the question is whether or not the owners retain some
22 benefit, inequitable benefit, if Mr. Woods is forced to
23 leave the property.

24 He admitted in his deposition that he quite
25 intentionally and knowingly leased a lot of land -- I say

1 a lot, one lot of land -- on which was a building that he
2 bought. So he knew at the outset of his relationship with
3 Reba Hinson that he had an improvement sitting on land
4 that Reba Hinson owned.

5 Any improvement he made after that point was his
6 call. He knew that if the lease came to an end or if it
7 ever happened that he was required to leave, he either had
8 to remove his building or he would leave it for whoever
9 the owner was at the time. That was his choice.
10 Absolutely nothing inequitable about requiring him to
11 vacate property that he's not paying for and leave behind
12 whatever improvement he chooses not to move. The choice
13 is his.

14 So there was nothing -- he does not -- he has
15 not yet produced in my way of thinking any evidence that
16 there is any unfair benefit at issue if he's required to
17 vacate 1537 Hinton Road.

18 Having failed to present evidence on those three
19 causes of action, Your Honor, we'd move for summary
20 judgment to have that case ended.

21 THE COURT: Mr. Woods, your response.

22 MR. WOODS: Thank you, Your Honor.

23 I mean, I didn't come down here to try to tell
24 what order to get these cases heard, but I mean, it all
25 revolves around who owns the land.

1 And he's trying to call me a tenant. I'm not a
2 tenant. I bought a piece of land from Ms. Hinson.

3 He just said it about two minutes ago, I wrote
4 it down, Brackett just said that I bought something on
5 land that Ms. Hinson owned. That's what he just said. I
6 just heard him.

7 THE COURT: I think he said you bought a house
8 or building or something.

9 MR. WOODS: That was on Ms. Hinson's land.

10 THE COURT: That was located on her land.

11 MR. WOODS: That's what he just said, right?

12 THE COURT: Yes, sir.

13 MR. WOODS: I wrote it down.

14 But he's trying to claim -- you'll hear this in
15 these other cases -- he's trying to claim that she never
16 owned any land because she only had a life estate in the
17 land, which is not true. She always dealt with the land
18 as her own, she told everybody it was her land. She had
19 plats drawn that --

20 MR. BRACKETT: Objection, Your Honor.

21 MR. WOODS: Your Honor, I didn't say a thing
22 when --

23 MR. BRACKETT: This is not --

24 THE COURT: Hold on. He does have the right to
25 make an objection, Mr. Woods.

1 MR. WOODS: I didn't say a thing --

2 MR. BRACKETT: He's speaking of things that are
3 not in evidence.

4 Your Honor, he's telling us what Reba Hinson
5 said. That's hearsay. That sort of stuff cannot be taken
6 into account in summary judgment unless it is properly
7 placed before the Court, which is what I've done --

8 THE COURT: I agree. I sustain the objection.

9 MR. WOODS: Okay, Your Honor.

10 THE COURT: Go ahead.

11 MR. WOODS: This 20-page memorandum he filed?

12 THE COURT: Yes, sir.

13 MR. WOODS: Everything in it is not in evidence.
14 But, I mean, I tried to take the policy of not
15 interrupting, but whatever. I can go on.

16 But, I mean, when we get to the next part, can
17 we talk about that, about who owns the land? Because he
18 got another one here about that.

19 THE COURT: He's got another motion in which
20 case?

21 MR. WOODS: I don't know. He's got three on
22 here, I think.

23 MR. BRACKETT: 2011-393, which Mr. Woods labels
24 as a quiet title action or a trespass to try title. I say
25 it's in reality a will construction case, but that is

1 where this issue of whether Reba Hinson owned the fee or
2 whether she owned a life estate.

3 THE COURT: I don't have -- you say 393?

4 MR. BRACKETT: Yes, sir. I think that's what it
5 is. That would be Case No. 5 on the motion roster.

6 I'm sorry, 323.

7 THE COURT: 323?

8 MR. BRACKETT: Yes, sir.

9 THE COURT: All right. Let me start over again.
10 With 323, we have haven't heard his motion on
11 that one.

12 Do you want him to go ahead and finish all of
13 his motions and then let you respond to all of them?

14 MR. WOODS: I would rather respond to them one
15 by one, but I mean -- I would rather respond to them one
16 by one.

17 THE COURT: Okay.

18 MR. WOODS: But what all of them revolve around
19 is who owns the land. You follow what I'm saying?

20 THE COURT: Yes.

21 MR. WOODS: And I filed a trespass to try title
22 in this and his specialty is filing summary judgment
23 motions and 12(b)(6) motions and that sort of thing and
24 doesn't want to go to the jury about anything.

25 It's going to be a jury question about who owns

1 the land, but we'll get to that in a little bit.

2 I'd like to comment on some of these things that
3 he was just saying, if I can.

4 THE COURT: All right. You may.

5 MR. WOODS: He just said that the magistrate
6 dismissed an eviction action without prejudice and he said
7 no one appealed that case and that she ruled that
8 Ms. Hinson had a life estate.

9 Well, a magistrate judge does not have authority
10 or jurisdiction to rule that somebody has a life estate or
11 a fee estate or any kind of estate really.

12 He's trying to make out like it's the rule of
13 the case because I didn't go down there and appeal. I
14 don't need to appeal that. It's just -- the argument
15 doesn't make any sense.

16 And I'm not a tenant out there. That's
17 Mr. Brackett's term. He uses that so it will make all
18 these other things work.

19 And that packet of information that he handed up
20 about Griffin with the tape, I mean, he has -- he served
21 interrogatories on me and I answered. And if they're not
22 in there, I would like him to file the interrogatories.

23 THE COURT: Well, now wait a minute. We
24 skipped -- are we moving to another issue?

25 MR. WOODS: No. He talked about -- I'm talking

1 about that deposition he handed you. Did you have the
2 interrogatories in there with that?

3 MR. BRACKETT: No.

4 MR. WOODS: Well, you did get the
5 interrogatories, right?

6 MR. BRACKETT: Yes, sir.

7 MR. WOODS: All right. I'd like to get them
8 filed in the case whenever you get time to --

9 THE COURT: Wait a minute. Here's --

10 MR. BRACKETT: It's not my job to file your
11 interrogatories.

12 THE COURT: Hang on, Mr. Woods. Here's the
13 problem. Is that a separate motion, the motion to compel?

14 MR. BRACKETT: Yes, sir.

15 THE COURT: Okay. He hasn't argued on that
16 motion yet.

17 MR. WOODS: No, sir. That's something else
18 entirely different. I mean, back in the winter he sent
19 interrogatories to me about Mr. Richard Van Griffin and I
20 responded in detail about what the man had to say.

21 THE COURT: All right.

22 MR. WOODS: And I sent him the original
23 interrogatories, which I'm supposed to do, and I didn't
24 file the copies with the Court. He has the original
25 interrogatories. That's what I'm talking about.

1 THE COURT: All right.

2 MR. WOODS: It would seem to me he would have
3 put them in with that packet, that white packet of
4 material with that deposition. Part of it's left out at
5 this point. I mean, I didn't bring my copies with me. I
6 mean, I've got copies, but he has the originals.

7 THE COURT: All right.

8 MR. WOODS: But, I mean, what they say is -- I
9 mean, it does show clear and convincing evidence that
10 Griffin was up there using the Hinson's name. Fact of the
11 matter, he said he's going to go get Danny Hinson and they
12 was going --

13 MR. BRACKETT: Objection.

14 MR. WOODS: I know that, but you don't have the
15 paper --

16 THE COURT: He's making an objection, Mr. Woods.

17 MR. BRACKETT: You cannot offer what Mr. Van
18 Griffin said or didn't say. That's hearsay. It's
19 inadmissible.

20 THE COURT: I sustain that objection.

21 All right. Now, let me ask you this,
22 Mr. Brackett. Do you still have that motion in number
23 four, the motion to compel, pending?

24 MR. BRACKETT: Yes, sir.

25 THE COURT: Then hang on just one minute.

1 That's in the same case?

2 MR. BRACKETT: Yes, sir.

3 THE COURT: All right. And that is the case
4 Mr. Woods just filed, just handed up to the Court, some
5 responses on that?

6 MR. WOODS: Yes, sir. I tried to -- I mean, he
7 just sent all of this to me over the weekend and I filed
8 it back on Saturday afternoon, served it on him, and I
9 have not had time to get over here and file it with the
10 clerk yet.

11 THE COURT: All right. Well, we'll hear that
12 motion next then.

13 MR. BRACKETT: Yes, sir.

14 THE COURT: Okay.

15 MR. BRACKETT: Well, are we finished with the
16 summary judgment motion?

17 THE COURT: I thought so.

18 MR. BRACKETT: Okay. A month and a half ago,
19 October 1st, Mr. Woods filed a supplemental response to
20 my interrogatories and request for production in Case No.
21 2010-595. That supplemental response produced for the
22 first time a purported land sale agreement between Reba
23 Hinson and Mr. Woods that would set out terms for
24 Mr. Woods to be allowed to purchase the property at 1537
25 Hinton Road.

1 So he said he had the original of the agreement,
2 he had stumbled across it in a safe deposit box, and
3 although I'd been asking for that writing for over a year
4 or more, but anyway, I have a copy of it.

5 What I'm asking the Court to do is to put in
6 place a procedure, if it comes to that, for me to be able
7 to get the original document for the purpose of having it
8 examined.

9 Handwriting, forensic handwriting examiners, the
10 only cases I've been involved in, they want the originals.
11 They want to be able to look at the originals. And I want
12 to be able to get it and not have to fuss with Mr. Woods
13 about it if I decide to retain an expert to take a look at
14 it. So I filed a motion just to place that issue before
15 the Court and see if we couldn't come to some agreement or
16 get some sort of procedure on the record for that.

17 THE COURT: All right. Well, let me ask
18 Mr. Woods about that.

19 What do you say, Mr. Woods?

20 MR. WOODS: All right. Can I respond?

21 THE COURT: Yes, sir.

22 MR. WOODS: I looked this up, and it's in that
23 purple book just like you've got on your desk there, Rule
24 34(b).

25 THE COURT: Yes, sir.

1 MR. WOODS: I don't have much problem with him
2 getting the document, but I didn't bring it with me.
3 Nobody's told me to.

4 But he's not even doing it correctly. He's
5 supposed to send me a notice saying that he wants to see
6 the document and I've got 30 days to respond to it, and
7 the 30 days haven't gone by.

8 It's called 34(b). It's down there under 34(a).

9 THE COURT: Right.

10 MR. WOODS: Pardon?

11 THE COURT: I got you.

12 MR. WOODS: Okay. Well, I mean, I don't want to
13 read because you can see it as good as I can. It says
14 that he needs to specify a reasonable time, place, and
15 manner of making the inspection and performing the related
16 acts, then I still have 30 days.

17 He's not done either one of those things. He
18 just wants to come down here and beat me over the head
19 with a motion because he figures if he writes it out, the
20 Court's probably going to grant it, and that's the way he
21 uses me. You know, he won't even go by the rules.

22 THE COURT: Well, let me hear what Mr. Brackett
23 has to say.

24 MR. BRACKETT: Your Honor, Rule 34, of course,
25 covers the fact that he actually produced a copy. That's

1 all he was required to do. Rule 34 simply says if you
2 have a writing of this sort, I'm asking you to produce it.
3 Well, he finally got around to producing one.

4 Rule 34 doesn't speak in terms of originals and
5 copies and handwriting analysis and all that stuff. So I
6 just -- based on my history with Mr. Woods, it's
7 reasonable to conclude that we're not going to agree on
8 that. So I went ahead -- since we had this term of court
9 coming up, I just went ahead and filed a motion to cover
10 the production of the original, if need be.

11 MR. WOODS: Your Honor --

12 THE COURT: Well, let me try to step into the
13 middle of this and try to avoid another court hearing.

14 If you -- you don't yet know whether you do want
15 someone to examine the originals; is that right?

16 MR. BRACKETT: Correct. I would not ask for the
17 original unless I've got somebody retained. I'm not
18 looking to get it just to hold it.

19 I'm happy to stipulate that if I hire somebody
20 to do it, I will produce for Mr. Woods evidence of the
21 fact that I've hired somebody to do it and Mr. Woods can
22 then mail it directly to the examiner and the examiner
23 will then mail it directly back to Mr. Woods. I wouldn't
24 touch it at all. I just want some procedure in place so
25 we don't have to fuss about it later.

1 THE COURT: All right. Mr. Woods.

2 MR. WOODS: Your Honor, the procedure is in the
3 South Carolina Rules of Civil Procedure. He doesn't want
4 to go by it, he wants to make up his own rules as he goes
5 along. He's days ahead on the motion. If he'll write me
6 a letter, I can tell him where he wants to look at it at
7 and I'll probably get it up for him.

8 THE COURT: All right.

9 MR. BRACKETT: "I'll probably get it up for
10 him."

11 THE COURT: I understand. I understand your
12 motion and I'm going to deny that motion to compel. I'm
13 going to let you all actually have a real dispute before I
14 step into the middle of it.

15 MR. WOODS: Thank you, Your Honor.

16 THE COURT: All right. Now we move to 323.

17 MR. BRACKETT: Yes, sir.

18 Your Honor, 2011-323 is really the case that is
19 at the heart of all of these disputes that Mr. Woods has
20 suggested.

21 The law with regard to my motion begins on page
22 14 of the memorandum.

23 Mr. Woods over the summer of this year filed
24 this action alleging that he owns the property -- that he
25 has an ownership interest in this lot pursuant to this

1 land sale agreement that he produced for us in October,
2 that Ms. Reba Hinson owned the fee, that she was the owner
3 of the fee and agreed to sell that lot to him according to
4 the terms of that agreement.

5 That agreement is attached as an exhibit, I
6 believe, to the affidavit of Mr. Breakfield.

7 The title for this land -- and what happens
8 here, Your Honor, is that Levy Hinson, Reba Hinson's
9 husband, died in 1985 or 1986. He had a will that was the
10 last will that was dated in the early 70s. A copy of that
11 will is an exhibit to the deposition transcript. It's
12 also an attachment to the Breakfield affidavit.

13 In that will and at the time his will -- Levy
14 Hinson's estate was opened in the Chester County Probate
15 Court and it was administered from roughly 1986 to 1987.
16 At that time Mr. Woods was not a resident of South
17 Carolina. He didn't know Levy Hinson, he didn't know Reba
18 Hinson, he'd never been here. He was an absolute stranger
19 to the Levy Hinson estate. He is not named in the will in
20 any way, shape or form.

21 The Levy Hinson will, last will is very short.
22 I mean, it's not a sophisticated last will by any means.
23 But Item 2 of that last will reads, and it's just one
24 sentence, "I will devise and bequest" -- that's an error,
25 it should be bequeath -- "I will devise and bequest unto

1 my beloved wife, Reba P. Hinson, all of my real estate in
2 fee simple as long as she lives, then to our bodily heirs
3 forever." That's what it says.

4 Now, does that provision -- does that provision
5 of the will devise the fee interest of Levy Hinson's land
6 to Reba Hinson or does it devise to her only a life
7 estate?

8 Mr. Woods, as a stranger to that estate and
9 having no knowledge or interaction with Reba Hinson prior
10 to 2002, comes into court and purports to argue that Reba
11 Hinson got the fee interest back in 1987 from her late
12 husband because this provision says that "she is left all
13 my real estate in fee simple" and that any language that
14 appears after that is what he calls super-added language
15 that cannot restrict or cut down the fee.

16 Now, the evidence is, Your Honor, that Reba
17 Hinson never sold any of the land that she inherited from
18 her husband between the time she inherited it and the time
19 she died.

20 The evidence also shows --

21 MR. WOODS: Your Honor, can I speak to this?

22 THE COURT: Have you got an objection?

23 MR. WOODS: Yes, sir.

24 THE COURT: What's your objection?

25 MR. WOODS: He just stated "prior to." It's not

1 true for one thing. I don't know if it's hearsay or what,
2 but he just stated something that's not true. We can go
3 to the deed room and there were other people that she sold
4 land to while she -- that she did sell out of this place
5 that he's talking about.

6 THE COURT: Okay. Well, you can bring that up
7 when you respond to him in a minute.

8 MR. WOODS: I will.

9 MR. BRACKETT: The Chester County tax records
10 that are before the Court as an exhibit to the deposition
11 and the Breakfield affidavit show that Mrs. Reba Hinson
12 was shown as the owner of the life estate. She was taxed
13 as the life tenant on that property.

14 MR. WOODS: Your Honor, can I object to that? I
15 mean for sure tax records are hearsay because that's all
16 it is; I mean, they've got a bunch of people that sit over
17 here and make mistakes. They don't know who owns what.

18 THE COURT: I'll overrule the objection.

19 MR. WOODS: All right.

20 MR. BRACKETT: We have, of course, a
21 magistrate's court that's looked at this and said that
22 Reba Hinson owned a life estate. There is an order from
23 the Probate Court, Chester County Probate Court in 2007 --
24 let me explain that.

25 Reba Hinson died in January of 2007 and the

1 issue arose after that as to who her heirs were, or who
2 the heirs of Levy Hinson were who were entitled to be the
3 remaindermen to the real estate. And so an action was
4 commenced by the -- I'll just say the Hinson family -- in
5 Chester County Probate Court to determine who was
6 qualified as -- the language of the will said "to our
7 heirs or bodily heirs," to determine who the bodily heirs
8 were.

9 Now, the Probate Court's order in that
10 proceeding is also in the deposition transcript as an
11 exhibit. It is also attached as an exhibit to
12 Mr. Breakfield's affidavit. But that order from the
13 Chester County Probate judge said that Reba Hinson owned a
14 life estate. It doesn't say that expressly, but that's
15 the -- if you read it, that's the clear inference from the
16 content of that order.

17 Admittedly, Mr. Woods was not a party to that
18 case. He's not a member of the Hinson family and he's not
19 named in Reba Hinson's will and he's not named in Levy
20 Hinson's will. But nevertheless, there is a -- that's the
21 second court order in the history of this case where Reba
22 Hinson was found to have owned a life estate.

23 Now, what I'm asking for in this case, although
24 Mr. Woods classifies it, defines it, identifies it as a
25 trespass to try title and adverse possession, if you read

1 the complaint and based on his comment earlier in this
2 case, earlier today, all of this revolves around Levy
3 Hinson's will, who owns or who owned the property.

4 I'm asking the Court to look at the will and to
5 determine that the will is clear on its face within the
6 four corners of the document that Reba Hinson was devised
7 a life estate. The Court may do that.

8 The most important part of this memorandum, Your
9 Honor, I believe, begins on page 16. The Court may rule
10 as a matter of law -- if the will is clear and
11 unambiguous, the Court may rule that as a matter of law it
12 says this, that or whatever the Court determines that it
13 says.

14 My argument is that if you look at this will,
15 particularly two provisions, Levy Hinson understood and
16 knew how to grant a life estate and how to grant a life
17 estate with the right to use or dispose of the property.

18 Now, we talked about Item 2, one sentence that
19 uses the term "fee simple." But immediately after using
20 the term "fee simple," not in a subsequent clause -- it's
21 not in Items 3, 4, 5, 6, 7, everything is in Item 2 -- he
22 describes the devise just made as being "for as long as
23 she lives, then to our bodily heirs forever." And the law
24 is that subsequent words can be given effect.

25 Mr. Woods argues for a bright line, there is no

1 exception, that if you give it in one clause and then you
2 say something else in a later clause the first clause
3 always prevails. That's not the law. I set out the law
4 on page 16. And what the rule actually says is that when
5 a gift is made in one clause of a will in clear and
6 unequivocal terms, the quality or quantity of the estate
7 given should not be cut down or qualified by words of
8 doubtful import found in a subsequent clause.

9 Now, I'm saying my point is, the life estate
10 language that follows the term "fee simple" is not in a
11 subsequent clause, it's in the same clause. And the words
12 that "she has the property for as long as she lives, then
13 to our bodily heirs forever," that is classic life estate
14 language. There's nothing doubtful about that. I mean
15 that's the way you say it if you're granting a life
16 estate. And so this rule of "doubtful import found later"
17 has no application here.

18 Now, how do we know that that's what he
19 intended? Well, then if you look to Item 3 of the will,
20 Levy Hinson's will, this is the personal property clause.
21 Item 2 is real estate, Item 3 is personal property. And
22 what he said in Item 3, he says, "I will, devise and
23 bequeath unto my beloved wife, Reba P. Hinson, all of my
24 personal property of every kind and description, including
25 money. At her death, the remainder, if any, to our

1 beloved children."

2 That, Your Honor, is a life estate with the
3 right to use or dispose. He gave it to Reba Hinson for
4 her lifetime. She could sell it, give it away, use it up,
5 consume it, whatever she wanted to do, and any personal
6 property left at the time of her death would then go to
7 her children. That's an entirely different devise than
8 what he did with the real estate in Item 2, which tells me
9 that he understood the difference between a classic life
10 estate with remainder and a life estate with right to
11 consume.

12 And based on the law of Waites and Shevlin --
13 these are all cases cited on pages 16 and 17 -- that what
14 was left to Reba Hinson is clearly stated within the four
15 corners of the document, you don't need to look at any
16 outside evidence, as granting to her a life estate.

17 That ruling, Your Honor, would, I submit,
18 resolve pretty much everything, all the disputes between
19 these parties, because all the claims that Mr. Woods wants
20 to make all go back and are grounded on this idea that
21 Reba Hinson owned the fee and she tried to sell him the
22 fee and he has some equitable rights to get the deed
23 eventually, and that's what it's all about.

24 The other case that we haven't gotten to yet,
25 the one that's on the non-jury roster, is Mr. Woods'

1 appeal, for instance, from a second eviction action.

2 The heirs filed a second eviction action in
3 Magistrate's Court and there was what we call a status
4 conference/preliminary hearing kind of proceeding and the
5 judge, the magistrate, issued several orders, several
6 rulings that he put in an order. Mr. Woods appealed it to
7 the Circuit Court.

8 Now, even in that case, the very first question
9 the magistrate's going to have to address in order to
10 assure that the magistrate has jurisdiction is, is
11 Mr. Woods a tenant. You may only evict a tenant, okay?
12 If you don't own it and you're using it, then you're a
13 tenant at will, if you will. And the magistrate has to
14 assure his own jurisdiction by determining that question.

15 So the question of who owns the property, does
16 Mr. Woods own it as a tenant in common or does he own it
17 under some contract right that he claims he has, the
18 magistrate's going to need to know that anyway.

19 So this question of life estate or not is at the
20 heart of all of these disputes. And I submit that the
21 Court can decide that by looking at Mr. Hinson's will.

22 THE COURT: All right. Thank you, Mr. Brackett.

23 MR. WOODS: Your Honor, I don't write as much as
24 he does, but I wrote a ten-page reply to what he had to
25 say with some case law in it. I think you have it.

1 THE COURT: I do have -- let me make sure we're
2 talking about the same document.

3 MR. WOODS: Can I hold it up here so you can see
4 it?

5 THE COURT: I have a ten-page one --

6 MR. WOODS: From me?

7 THE COURT: -- dated November 5th.

8 MR. WOODS: Yes, sir. That's Saturday. He sent
9 it to me Friday and that's the quickest I could get it
10 out.

11 THE COURT: Okay. Yes, sir, I have that. It
12 has an attachment or two with it?

13 MR. WOODS: No. There's no attachment. That's
14 just trying to respond to all this 20-page memorandum he's
15 got here.

16 THE COURT: All right. Go ahead.

17 MR. WOODS: And I didn't really know -- I mean,
18 he's always sending memorandums, letters, calling the law
19 clerk.

20 Could I get a ruling? Is it proper in South
21 Carolina for him to contact the judge without letting me
22 know about it?

23 THE COURT: He has to contact the judge that
24 same way he contacts -- or notifies you of the contact.

25 MR. WOODS: Yes, sir.

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21 Carolina for him to contact the judge without letting me
22 know about it?

23 THE COURT: He has to contact the judge that
24 same way he contacts -- or notifies you of the contact.

25 MR. WOODS: Yes, sir.

1 MR. BRACKETT: For the record, the memorandum
2 was mailed to the Clerk of Court with copies to Your Honor
3 and copies to Mr. Woods.

4 MR. WOODS: Yes, sir. I got a copy of it.

5 I'm asking -- in the past, he makes a habit out
6 of this. I mean, I sent him a letter back in April asking
7 him not to -- he contacts law clerks, too. He tries -- I
8 don't know what he tries to do.

9 THE COURT: That procedure that he just
10 described is an acceptable procedure in this state.

11 MR. WOODS: In the trespass to try title case,
12 which is what we're talking about that's ten pages and
13 what he was just talking about?

14 THE COURT: Yes, sir.

15 MR. WOODS: He conveniently leaves out that the
16 trespass to try title case is founded on prescription. He
17 left that out. He doesn't want to talk about that. He
18 wants to talk about the old parts.

19 But it's my position that she did get a grant in
20 the will. But it's also my position, if the Court wants
21 to rule, she did have a grant, she had open notorious
22 continuous possession of the whole property for in excess
23 of 20 years. So she's got a presumption of a grant
24 anyway. She didn't recognize any remainderman.

25 MR. BRACKETT: Objection. He's stating facts

1 not in evidence. He didn't even know Reba Hinson before
2 2002. How does he know what she did or said?

3 MR. WOODS: Your Honor, I swore to it in the
4 complaint.

5 THE COURT: You swore to what?

6 MR. WOODS: That it's a prescription issue.

7 And I didn't just make it up. I interviewed the
8 Hinsons, I know what I'm talking about, and I went over
9 there and looked at all the court records.

10 THE COURT: Yes, sir.

11 MR. WOODS: I know about it, okay? And I talked
12 to Ms. Hinson.

13 I know he's going to say that I'm, you know,
14 putting in hearsay, but I mean, I swore to it in there, so
15 that's --

16 THE COURT: In this -- hang on just one minute.
17 You're saying in this affidavit of November 5th?

18 MR. WOODS: I guess.

19 THE COURT: Is that what you're talking about?

20 MR. WOODS: Let's see. November 5th. Let's see
21 which one we're talking about.

22 No, I'm talking about when I filed -- it would
23 have been back in June. I filed this back in June and
24 just gave Mr. Brackett -- the papers went out -- they
25 finally got around to serving the answer in August. So it

1 was a verified complaint is what I'm talking about.

2 THE COURT: I'm trying to figure out what it is
3 you're talking about in this complaint.

4 MR. WOODS: Okay. Can I just sit down a minute
5 while you look at it?

6 THE COURT: Sure.

7 MR. WOODS: All right.

8 THE COURT: Tell me what you're referring to in
9 this complaint that you're saying proves the prescription.

10 MR. WOODS: Prescription is in there. Are you
11 talking about adverse possession?

12 THE COURT: I thought you were talking about
13 prescriptive easement.

14 MR. WOODS: No, not easement. We're talking
15 about prescriptive title -- presumption of a grant after
16 20 years.

17 THE COURT: All right. And where is that in
18 here?

19 MR. WOODS: I don't have my copy.

20 THE COURT: Okay.

21 MR. WOODS: I mean, I can find it if you'll let
22 me hold it for --

23 THE COURT: Okay. Let me look at it.

24 MR. WOODS: It's in there. It's in there. It
25 says 25 years after it's been tacked to her prescriptive

1 was a verified complaint is what I'm talking about.

2 THE COURT: I'm trying to figure out what it is
3 you're talking about in this complaint.

4 MR. WOODS: Okay. Can I just sit down a minute
5 while you look at it?

6 THE COURT: Sure.

7 MR. WOODS: All right.

8 THE COURT: Tell me what you're referring to in
9 this complaint that you're saying proves the prescription.

10 MR. WOODS: Prescription is in there. Are you
11 talking about adverse possession?

12 THE COURT: I thought you were talking about
13 prescriptive easement.

14 MR. WOODS: No, not easement. We're talking
15 about prescriptive title -- presumption of a grant after
16 20 years.

17 THE COURT: All right. And where is that in
18 here?

19 MR. WOODS: I don't have my copy.

20 THE COURT: Okay.

21 MR. WOODS: I mean, I can find it if you'll let
22 me hold it for --

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23 THE COURT: Okay. Let me look at it.

24 MR. WOODS: It's in there. It's in there. It
25 says 25 years after it's been tacked to her prescriptive

1 title.

2 MR. BRACKETT: Your Honor, if you have the
3 complaint in that case, I believe what he's referring to
4 is on page eight.

5 THE COURT: Page eight?

6 MR. BRACKETT: Paragraph 15.

7 THE COURT: Fifteen?

8 MR. BRACKETT: Yes, sir, where he makes general
9 conclusory allegations that she held her lands adversely
10 without regard, that she's been in full actual open
11 notorious hostile continuous exclusive possession, and
12 those are all conclusory allegations.

13 THE COURT: I see.

14 MR. BRACKETT: He has no evidence to back it up,
15 which is what he has to produce today.

16 THE COURT: All right. I see what he's talking
17 about.

18 Now, go ahead, Mr. Woods.

19 MR. WOODS: All right. Well, it's not
20 necessarily my conclusion. I mean, that's a legal term
21 that has to be in there if you're going to try to set up
22 prescriptive title, which is what I'm claiming happened
23 here because of several things. Because she told
24 everybody it was her land --

25 MR. BRACKETT: Objection.

MR. WOODS: All right.

MR. BRACKETT: He can't put in what she told him.

MR. WOODS: Can I say this? There's a plat down there in the deed room that says "Reba Hinson's land" on it. You can take judicial notice of that or I can go get it and show it to you.

THE COURT: I'll let you continue. I'm going to overrule the objection. Go ahead.

MR. WOODS: All right. Thank you.

I mean, every time he does that -- he does that because he knows that I'm not as experienced as he is and I'm going to forget, but I don't have anything written out here to read to the Court.

THE COURT: All right. Go ahead.

MR. WOODS: The point is, if she didn't get a grant with the will she got at least a color of title starting the day he died.

And I got a case here that's cited, it's called Miller versus Leaird, L-E-A-I-R-D, 307 SC 56. It's on paragraph eight that I wrote out. That's the case in Chesterfield County that Mr. Redfield handled 20 years ago.

And what this case says, it talks about remainderman and situations like this. It says that once

1 a color of title starts, it can't be extinguished by a
2 life estate. It continues.

3 I mean, this case has not been overruled or
4 anything and that's more or less the law of South
5 Carolina, that you can acquire an entire estate for 20
6 years adverse possession. It's not anything I made up.
7 The South Carolina Supreme Court ruled this.

8 And what happened next with that will, if the
9 Court or someone's going to rule that it's not a grant,
10 which I still say it's a grant, but if it's not a grant,
11 it's at least a color of title and she used it to stay
12 there 20 years and exclude everybody else.

13 And she made a will that they won't go by, and
14 it's over there on file with the probate court. And the
15 way Mr. Breakfield and Mr. Brackett got into --

16 MR. BRACKETT: Objection, Your Honor. That's
17 a -- the question of the will and the administration of
18 the Reba Hinson estate has already been addressed by Your
19 Honor in prior orders. So that matter's over as far as
20 whose will should be probated. Mr. Woods has an appeal in
21 the Court of Appeals, and as far as the trial court's
22 concerned, that matter's been decided.

23 THE COURT: All right. I understand.

24 Go ahead, Mr. Woods.

25 MR. WOODS: I didn't want to say it before, but

1 I mean, I've got it included in these papers. I mean, the
2 way it got into the probate court was lying about this
3 will of Ms. Hinson. They said she had no will, and I
4 found it one day over there and it's on file over there.

5 Breakfield, that fellow over there, he had to
6 fill out a sworn statement saying there was no other
7 wills, and that's not what he did.

8 She revoked the will that they probated. And
9 this time I included the probate paper that says Exhibit
10 A. It's got red marks around what they did.

11 THE COURT: I've got that.

12 MR. WOODS: Okay. I didn't want to say it until
13 I had to.

14 Now, the only other point I want to make, the
15 major point I want to make, if no one can agree on who has
16 the title, it's at least a jury issue. And I've got some
17 cases cited in here about this, I mean, the issue of
18 paramount title is ordinarily a question of fact to be
19 decided by the jury, Garrett versus Locke, 309 SC 94.
20 I've got it written out there for the Court, you know,
21 trying to remember what I'm saying.

22 I can prove that she was open actual notorious
23 and hostile and in continuous possession of the land for
24 20 years. I can prove that once I get in front of a jury.

25 That's all I want is a jury trial. I mean, all

1 the time wasted coming down here listening to Mr. Brackett
2 with these motions; I mean, he doesn't want a jury trial,
3 I do. We get in front of a jury, we can get it
4 straightened out. That's all we need.

5 THE COURT: All right, sir.

6 MR. WOODS: And there's another case in here at
7 the bottom of 12, it says the Supreme Court's got -- more
8 or less ruled in Hancock versus Mid-South Management that
9 all you have to do in these situations is show a scintilla
10 of evidence. I mean you don't have to -- he seems to
11 think I've got prove my case on a particular day or he's
12 going to file a summary judgment motion. I mean, it's all
13 in here.

14 I mean it's -- I don't know if the Court's got
15 time to read it or not, but, I mean, I'd ask that the
16 Court go over this and maybe read some of the cases and
17 you can readily see that there's a jury issue.

18 THE COURT: All right. I will do that,
19 Mr. Woods.

20 MR. WOODS: All right, sir.

21 THE COURT: Anything in response or reply?

22 MR. BRACKETT: Just if the Court grants the
23 summary judgment motion with respect to Case No. 323, that
24 is the will of Levy Hinson, then the issue of ownership's
25 over. That will have been determined by the Court.

If Reba Hinson owns a life estate, she cannot sign a contract to convey a fee interest to Mr. Woods. She cannot convey away a title that she doesn't own, that she doesn't have. So the ruling on that particular motion, Your Honor, has the potential of resolving a lot of stuff.

THE COURT: I am going to take that matter on the 323 case under advisement.

On the 2010-595 case, I'm going to grant defendant's motion for summary judgment and ask Mr. Brackett to prepare an order consistent with the ruling of the Court, and in making the ruling, the Court adopts the arguments made by defendant on that motion.

Is there anything else we need to do on this case, on these cases, these series of cases?

MR. BRACKETT: There's only one other matter pending and that is Mr. Woods' appeal from magistrate's court. I know these people are patiently waiting for their turn here, but it's on that 2 o'clock roster and it's Mr. Woods' appeal from magistrate's court that has mostly to do with procedural matters.

THE COURT: I don't know if I've got time to hear that to the detriment of the others who were scheduled to be here this morning.

MR. BRACKETT: Yes, sir, I understand.

1 THE COURT: Now, is that the case that Mr. Woods
2 has filed a motion for continuance in?

3 MR. BRACKETT: Yes, sir.

4 MR. WOODS: Yes, sir.

5 THE COURT: Do you still wish for that matter to
6 be continued or postponed?

7 MR. WOODS: I wish it to be continued.

8 The Clerk -- I don't know if you've seen it,
9 you've been on vacation according to the record, but the
10 Clerk won't let me see the record, you know, and I can't
11 prepare the case. That's what it's about.

12 THE COURT: Won't let you see what?

13 MR. WOODS: She won't let me see the case file.
14 I've got -- I've handed this up to you also.

15 THE COURT: Case 291?

16 MR. WOODS: Yes, sir. Here's where I wrote her
17 a letter about it and all. She won't let me see the
18 record. She thinks it's a sealed record, and in South
19 Carolina you've got to have a court order to seal a
20 record.

21 THE COURT: Let me see if I can figure out what
22 you're talking about here.

23 MR. BRACKETT: My understanding, the record
24 itself, the Clerk's file is not sealed, but there
25 apparently is an envelope that maybe came from the

1 magistrate that is sealed. I don't know what's in it.

2 MR. WOODS: Your Honor, may I speak to that?

3 The law is real clear in South Carolina that it
4 takes a court order to seal a record. All the other
5 records are public. Even juvenile records they tell me is
6 public unless it's been sealed, although I don't go down
7 there and try to look at them. But I would like to see my
8 own case file before I have to go to court with it.

9 THE CLERK: Your Honor, he has not been kept
10 from seeing that file. He's been through every file in
11 there. There's one envelope in there that came from the
12 magistrate that was told not to let anyone open, and we
13 have not done that.

14 THE COURT: Let's see. The magistrate told you
15 what now?

16 THE CLERK: The magistrate on this file right
17 here, it's not to be opened, to let anyone open that.

18 MR. WOODS: There's no order attached to it,
19 Judge. And it says "preliminary hearing." It sounds like
20 a criminal matter. As far as I know it's not criminal.
21 There's no telling what's in there.

22 MR. BRACKETT: If that's what he's talking
23 about, that's the transcript from the -- they call it
24 preliminary hearing, but it was actually a status
25 conference where certain rulings were made.

1 THE COURT: Is this involving the appeal?

2 MR. BRACKETT: Yes, sir. That's the original
3 transcript --

4 MR. WOODS: That's part of the return, Judge,
5 and they won't let me see it.

6 THE COURT: Well, they will.

7 MR. BRACKETT: He had the opportunity -- well,
8 never mind.

9 MR. WOODS: You know, but I'd like to get a
10 ruling from the Court if we can so in the future -- these
11 people think that --

12 THE COURT: I just opened it.

13 MR. WOODS: I understand. I understand. But
14 the Clerk's office is so mistaken that they don't even
15 know about court orders sealing records.

16 THE COURT: All right. Here it is.

17 MR. WOODS: That's the first time it's been
18 opened in three months.

19 THE COURT: It's open now and you can look at
20 it.

21 MR. WOODS: I know, Judge, but I need at least
22 30 days to go over it.

23 THE COURT: What do you say, Mr. Brackett?

24 MR. BRACKETT: Your Honor, that's a page a day.
25 I mean, it's not that long.

1 MR. WOODS: Well, it's the point of it more or
2 less.

3 MR. BRACKETT: I mean if you really needed it --
4 you could have purchased it from the court reporter if you
5 really needed it.

6 MR. WOODS: And the other day when I was there
7 trying to look at it, Ms. Carpenter took off like she was
8 going to go get the police or something after me just
9 because I wanted to look at the file.

0 THE CLERK: Sir, he asked for it in September to
1 be opened. He was told then it could not be opened, we
2 told him not to open it, and he had up until all this time
3 to address it in some way to try to get --

4 MR. WOODS: I filed a motion, but, I mean, you
5 want to testify?

6 THE CLERK: I'm just telling you what's gone on.

7 THE COURT: Hold on a minute. Hold on.

8 All right. I'm going to grant your motion to
9 continue the case.

10 MR. WOODS: All right.

11 THE COURT: So there's not any misunderstanding,
12 I've opened what was called the original of the
13 preliminary hearing, which I guess is part of the return
14 from magistrate's court, and it's available.

15 MR. WOODS: Thank you.

1 THE COURT: I'll be in touch with my decision on
2 the motion for summary judgment in 323.

3 MR. BRACKETT: Thank you.

4 (The proceedings were concluded.)

5 *** END OF REQUESTED TRANSCRIPT OF RECORD ***
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CERTIFICATE OF REPORTER

STATE OF SOUTH CAROLINA)
COUNTY OF CHESTER)

I, CAROL M. THUEME, RPR, Official Court Reporter for the 11th Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the Court of Common Pleas for Chester County, South Carolina, on the 9th day of November, 2011.

I do further certify that I am neither of kin, counsel nor interest to any party hereto.

February 24, 2012



CAROL M. THUEME, RPR
Circuit Court Reporter

STATE OF SOUTH CAROLINA
COUNTY OF CHESTER

IN THE COURT OF COMMON PLEAS
SIXTH JUDICIAL CIRCUIT

CIVIL ACTION NO.: 2011-CP-12-0323

Mell Woods,
Plaintiff,

vs.

John D. Hinson; Christine Jones; John C.
Hinson; William L. Hinson; Lois Hinson;
Robert Breakfield, as Personal
Representative of the Estate of Reba P.
Hinson; Elaine H. Hensley; Robert H.
Hinson; George Stanford, as Personal
Representative of the Estate; Linda H.
Stanford; William C. Hinson, Jr.; Darrell W.
Hinson; Mary Roe and John Doe, fictitious
names used to designate all other parties,
whose names are unknown, and any and all
other persons claiming any right, title, estate
interest or lien upon the real estate described
in the complaint;
Defendants.

ORDER

FILED

2011 DEC 30 A 11:15

CLERK OF COURT
CHESTER CO S.C.

This matter comes before the Court as Defendants' Motion for Summary Judgment. The Complaint is an action for trespass to try title. Plaintiff alleges that he is a bona-fide purchaser for value without notice but more importantly that he is entitled to ownership of the subject property based on the theory of adverse possession. The parcel of land in question is known as 1537 Hinton Road located in Chester County. Specifically, Plaintiff contends that he purchased the property in question in May of 2005 from Reba P. Hinson. Reba Hinson acquired her ownership interest in the subject property under the Will of her husband, Levie Hinson. Plaintiff

claims that since 2005, he has held this property openly and notoriously against the world and that Reba Hinson likewise held this property adversely to the world and that the combination of the two exceeds 20 years, thus entitling him to claim ownership on the theory of "the presumption of a grant".

Defendants contend that Reba Hinson only inherited a life estate in the subject property, under the Will of Levie Hinson and that these Defendants are the remaindermen under the Will.

Levie Hinson left a Will dated April 21, 1977 that was probated following his death in 1986. The Will provided in part in item II: "I will devise and bequest [sic] unto my beloved wife, Reba P. Hinson, all my real estate, in fee simple, as long as she lives, then to our bodily heirs forever." Item I devised the Testators personal property; it reads: "I will, devise [sic] bequeath unto my beloved wife, Reba P. Hinson, all of my personal property of every kind, and description, including cash money. At her death, the remainder, if any, to our beloved children."

Levie Hinson owned approximately 100 acres. There is no Deed of Distribution of real estate from the Estate of Levie Hinson. Following the death of Mr. Hinson, Reba Hinson divided some of the property into lots which she leased. The lessees placed mobile homes, campers, etc. on the respective lots. In 2002, Plaintiff leased a lot of land known as 1537 Hinton Road from Reba Hinson and separately purchased a mobile home located on this lot from a prior lessee. Plaintiff contends that in 2003, he and Reba Hinson converted the lease to a contract of sale and purchase and that this is the basis for his claim of ownership. Neither the lease nor the contract of sale and purchase were recorded.

Reba Hinson died January 3, 2007. Plaintiff apparently filed claims against the Estate of Reba Hinson but did not file a claim to enforce the rights under his contract of sale.

Defendants assert that Reba Hinson inherited only a life estate in the real property of Levie Hinson and, thus, could not have contracted to sell to this Plaintiff any estate in lands greater than that which she owned. Plaintiff asserts that Item II of the Will of Levie Hinson should be interpreted as granting to Reba Hinson, absolute ownership of all real estate, as evidenced by the use of the words "in fee simple". Defendants contend that the entire sentence dealing with the ownership of real estate must be considered to determine the true intention of the Testator and it was clear that Levie Hinson only intended to give Reba Hinson the right to the use of the property as long as she lived and then to their "bodily heirs forever".

The Court recognizes the general rule that language in a Will that makes it an absolute gift cannot be thereafter reduced or cut down in a subsequent portion of the Will. The Court also is aware that the general rule in interpreting Wills is to determine the intent of the Testator. In this case, the use of the legal term "fee simple" is immediately followed by the language indicating that this devise to Reba Hinson was to be "as long as she lives" Levie Hinson clearly intended for his wife to have the right to use his lands for and during her life and, thus, created a life estate with the remainder to their "bodily heirs forever".

Reba Hinson, having only a life estate, could not have conveyed to Plaintiff any interest greater than she owned. The life estate would have been extinguished upon her death.

The claim of Plaintiff that he was a bona fide purchaser for value without notice must also fail. Such a purchaser is charged with constructive notice of public records. In this case, the Chester County tax records and probate records would constitute constructive notice that Reba Hinson only had a life estate in the subject real property.

[Handwritten signature]

Plaintiff claims ownership by virtue of a 20-year presumption of a grant through Reba Hinson. This claim must fail, as a life tenant (Reba Hinson) cannot claim adverse possession against remaindermen.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

Defendants' Motion for Summary Judgment is granted for the reasons stated above and Plaintiff's Complaint is dismissed.

IT IS SO ORDERED.



Brooks P. Goldsmith, Presiding Judge
FILED
2011 DEC 20 A 11:15
CLERK OF COURT
CHESTER CO S.C.

December ²⁹29, 2011
Lancaster, South Carolina

704

STATE OF SOUTH CAROLINA
COUNTY OF CHESTER

IN THE COURT OF COMMON PLEAS

Case Number: 2011CP1200 323

Mell Woods,
Plaintiff,

vs.

Action for Trespass
to Try Title.

John D. Hinson, Christine
Jones, John C. Hinson,
Kathy Huffstickle, Charles
J. Hinson, William L. Hinson,
Lois Hinson, Robert Breakfield,
as Personal Representative of
the Estate of Reba P. Hinson,
Elaine H. Hensley, Robert H.
Hinson, George Stanford, as
Personal Representative of the
Estate of Linda H. Stanford,
William C. Hinson, Jr.,
Darrell W. Hinson, MARY ROE,
and JOHN DOE, fictitious names
used to designate all other
parties, whose names are unknown,
AND ANY and ALL OTHER PERSONS
claiming any right, title, estate,
interest, or lien upon the real
estate described in this complaint,
Defendants.

Rule 59(e) SCRCF Motion to Alter or Amend Summary Judgment:

1. Plaintiff above named comes now, and within 10 days
of being served with written notice of the Court's decision
in the above-styled case, and shows:

705

2. Plaintiff received written notice of the summary judgment on January 04, 2012, and hereby serves a Motion to Alter or Amend the Summary Judgment, within ten days as required by Rule 59(e) SCRCF;

3. In South Carolina, there are two standards of applying facts where a summary judgment motion is decided; the first is the federal standard, meaning not necessarily an action in federal court, but any action in State court where the action is based on a federal law, or a State action where a heightened burden of proof is required, and as explained by the South Carolina Supreme Court in Hancock v. Mid-South Management Co., Inc., 381 S.C. 326, 673 S.E.2d 801, (2009);

4. In addition to the federal standard, there is also the regular, South Carolina Standard, where only a scintilla of evidence is needed in order to defeat a motion for summary judgment, all as explained in Hancock, as above;

5. The Trial Court's summary judgment order, applies the federal standard; this case is a plain preponderance of evidence case, where only one scintilla of evidence is needed to send the case to a jury;

6. The issue of the one scintilla of evidence was raised to, but not ruled on by the Trial Court; plaintiff would appreciate a ruling from the Trial Court which uses South Carolina Cases, and standards;

7. The record in this case is full of sworn, and admissible testimony in quantities enough to send the case to a jury;

8. Plaintiff, Mell Woods, has taken the liberty of numbering the Court's Summary Judgment Order, (the handwritten numbers placed on the right of each paragraph, a total of ten, were placed on the Order by Mell Woods) and marks the Court Order as Exhibit B, for ready reference;

9. In paragraph one of the Court's Order, it is stated:

"Reba Hinson acquired her ownership interest in the Subject property under the Will of her husband, Levie Hinson."

No. 9 continued,

plaintiff agrees that Reba Hinson did acquire an ownership in the subject property through the will, either through a direct grant of the fee, or in the alternative, adverse possession in excess of twenty years;

10. In the Court's Order, numbered No. 4, there is the statement: "Neither the lease nor the contract of sale and purchase were recorded."; this statement is not exactly true either, since the State of South Carolina does have the contract of sale and purchase recorded as a public record;

11. In the Court's Order, number 5, plaintiff challenges the statement that plaintiff has not filed claims to enforce the land sales contract; this lawsuit is one of the claims;

12. In the Court's Order, numbered No. 7, the Court rules that Reba Hinson enjoyed only a life estate; plaintiff does challenge the Court's ruling; plaintiff shows by the pleadings, admissions on file, South Carolina Case Law, and Mrs. Hinson's standing in the community during all of the years she held herself out to be the fee owner of the land in question, by selling land, removing trespassers, having

licensed surveyor maps made to show that Reba Hinson is the owner of the land in question, and doing each and every thing expected of a full owner of property, and then leaving a will; and so far as any "intent" of Levie Hinson, the maker of the will, is surely a jury question;

13. The Court's conclusion, in No. 8. that, "Reba Hinson, having only a life estate, could not have conveyed to Plaintiff any interest greater than she owned. The life estate would have been extinguished upon her death." is challenged also; it is simple hornbook law that the Court's conclusion is wrong, but a hornbook is not needed here for there is a decision of the South Carolina Supreme Court from July 20, 1881, that is exactly on point with the Hinson case, and with the Will of Mr. Levie Hinson, Moore v. Sanders, 15 S.C. 440, (1881), examines a will where the fee to the real estate was granted first, then a condition subsequent was added which some thought had the power to cut down the already granted fee, the Supreme Court in Moore ruled that no amount of words added after a grant of fee simple count towards altering the fact that once fee simple is granted, there is no power left in the grantor to make any changes; Moore v Sanders is attached as Exhibit A, for ready reference;

14. Plaintiff also challenges the Court's Order, numbered No. 10, concerning bona fide purchaser for value without notice; such a ruling should come from a jury, and plaintiff has asked for a jury trial in this case; in fact South Carolina Statute 15-67-100 mandates that the right to trial by jury in a trespass to try title case shall continue unabated;

15. In addition, Robert Breakfield, one of the parties in this case, and the purported personal representative of Mrs. Hinson's estate, has admitted under oath, that Mrs. Hinson owned the property in question by stating in paragraph 16 of his affidavit in support of his motion for summary judgment in this case, that "Plaintiff filed claims against the Reba Hinson Estate alleging nuisance proximately caused by the alleged absence of a septic tank resulting in alleged illegal discharge of sewage into the lake from property owned by the decedent Reba Hinson,"; so, they finally told the truth about the owner in fee of the property, and plaintiff should have summary judgment entered in plaintiff's favor;

16. As to the issue of adverse possession, plaintiff cites again the South Carolina Case of Miller v. Leaird, 307 S.C. 56, 413 S.E.2d 841 (1992), plaintiff cited Miller during oral argument, but the Trial Court did not address Miller in the summary judgment order; the South Carolina Supreme Court ruled in Miller that a color of title starts the running of the statute of limitation even against the remainderman of a life tenant; so it is the position of plaintiff, in the pleadings, at oral argument, and now, that if the words in fee simple from the will do not amount to a fee, at least the words are a color of title, and the start of twenty years adverse possession under Miller, the following is directly from Miller:

It is well established that adverse possession does not run against a remainderman until the death of the life tenant. Phipps v. Hardwick, 273 S.C. 17, 253 S.E.2d 506 (1979). Similarly, presumption of grant will not be acquired against a remainderman who is unable to assert his rights until an intervening life estate is extinguished and the remainderman is entitled to possession. See Phipps v. Hardwick, supra; 10 S.C.L.Q. 292, 302 (1958) (citing Bolt v. Sullivan, 173 S.C. 24, 174 S.E. 491 (1934)). However, once the statute of limitations has commenced to run, no subsequent disability will arrest it. Milton v. Pace, 85 S.C. 373, 67 S.E. 458 (1910); Sutton v. Clark, 59 S.C. 440, 38 S.E. 150 (1901).

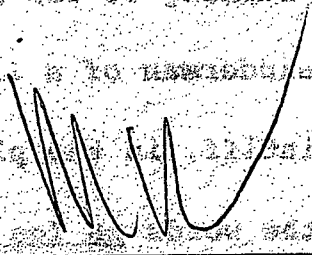
Accordingly, we hold that once the statutory period for adverse possession is activated, the subsequent creation of a life estate will not suspend the running of such period. The findings of the special referee are affirmed. Appellants' remaining exceptions are disposed of pursuant to Supreme Court Rule 23.

17. And the issue of paramount title is a jury question,

Garrett v. Locke, 309 S.C. 94, 419 S.E.2d 842 (Ct.App. 1992);

Wherefore, plaintiff respectfully moves that the Court reconsider the summary judgment order; all plaintiff wants is a jury trial.

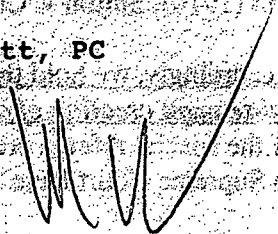
This 14 day of January, 2012.


Mell Woods

P.O. Box 2603
Lancaster, SC 29721

Civil Case # 2011 CP 1200 323
Certificate of Service:

I hereby certify that I have, on the 14 day of January, 2012, served the defendants with a true and complete copy of the within and foregoing Rule 59(e) SCRC motion, by placing the copy in the U.S. Mail, with sufficient postage addressed to:

Moses Koon & Brackett, PC
B. Michael Brackett
P.O. Box 100261
Columbia SC 29202


Mell Woods

EXHIBIT A

Moore v. Sanders, 15 S.C. 440 (Copy w/ Cite)

15 S.C. 440, *1881 S.C. LEXIS 92, **

MOORE v. SANDERS.

CASE No. 1060.

SUPREME COURT OF SOUTH CAROLINA

15 S.C. 440; 1881 S.C. LEXIS 92

July 20, 1881, Decided

PRIOR HISTORY: [1] Before THOMSON, J., Sumter, February, 1881.**

This was a controversy without action instituted in February 1881. The will here construed bears date January 4th, 1868. The opinion states the case.

DISPOSITION: Judgment affirmed.

**LEXISNEXIS®
HEADNOTES**

HEADNOTES / SYLLABUS

HEADNOTES

A will provided as follows: "I give, devise and bequeath my whole estate both real and personal, all that I now possess or may hereafter become possessed of, to my beloved son Matthew. Learning that the law takes cognizance of the intention, even when illegally expressed, I desire to express my wish as strongly and emphatically as I can do so by will, that my beloved son Matthew shall inherit, possess and own, in fee simple, all my worldly goods--to dispose of as he may think fit. But should he die without leaving a will, then the whole to go" over. Held, that the limitation over depended upon a condition subsequent, which was void because repugnant to the estate devised, and that Matthew held, in fee simple absolute, a tract of land derived under this will.

COUNSEL: Mr. Jos. H. Earle, for appellant, cited Co. Lit. 112, b, note 144; 2 Roper on Leg., § 1460; 1 Hill's Ch. 367; 6 Ves. 100; 1 Jarm. on Wills 593; 16 Ves. 135; 8 Cow. 277.

Messrs. Blanding & Blanding, contra, cited 7 Bligh 56; 2 Williams on Ex'rs (2d Am. ed.) 789; 4 Kent 270; 1 Jarm. on Wills (Perk. ed.) 677; 19 Johns. 20; 8 Rich. 88.

JUDGES: SIMPSON, C. J. MCIVER and MCGOWAN, A. J.'s, concurred.

OPINION BY: SIMPSON

OPINION

[*441] The opinion of the court was delivered by

SIMPSON, C. J. This is a case submitted without action under Section 389 of the code. It appears that Matthew S. Moore, the respondent, bargained to sell and convey, in fee simple, a certain tract of land to George M. Sanders, the appellant, for \$ 3500. Moore offered and is still

ready to execute titles, but Sanders declines to accept his deed, alleging that Moore cannot convey in fee. Moore's title is derived from the will of his mother, Mrs. Sarah J. C. Elliott, deceased. So much of this will as it [**2] is necessary to consider, is in the following language: "I give and bequeath my whole estate, both real and personal, all that I now possess or may hereafter become possessed of, to my beloved son, Matthew S. Moore. Learning that the law takes cognizance of the intention, even when illegally expressed, I desire to express my wish as strongly and emphatically as I can do so by will, that my beloved son, Matthew S. Moore, shall inherit, possess and own, in fee simple, all my worldly goods, to dispose of as he may think fit. But should he die without leaving a will, then the whole to go to my grandchildren, share and share alike. The child or children of any grandchildren who may die before such division taking the share which the parent would have been entitled to had said parent lived to the period of said distribution or division."

Upon the hearing below Judge Thomson decreed that the estate devised to Moore is a fee and that he is able to make good and sufficient titles to Sanders. Sanders excepted to this decree. [*442] His appeal brings up the single question: "Did Moore take under the will of Mrs. Elliott a fee indefeasible in the land in question?"

It will be seen on reading [**3] the will that Mrs. Elliott in the beginning of the clause above, bequeathed and devised to her son, the respondent, her entire personal property, and also a fee in all of her real estate; and if there was no other provision in her will, no difficulty whatever could have arisen as to its construction. She, however, with the view, as she thought, more distinctly to declare her intention, went further, and, as is not uncommon in such cases, instead of more clearly expressing her purpose, said just enough to create doubt and to demand the assistance of the courts to ascertain and declare what she really did mean. After giving her whole estate to her son, in the first part of the clause above quoted, in the latter she directed that if her son should die without leaving a will, then the

whole should go to her grandchildren, share and share alike. It is here that the ambiguity arises. It is contended that this portion of the clause attached a condition to the estate previously given, which, if not complied with by Moore, will forfeit the estate, and, therefore, that he is not able to convey a perfect title, absolute and indefeasible.

Conditions are of two kinds--conditions precedent and [**4] conditions subsequent. A condition precedent is a condition upon the happening of which an estate will vest. A condition subsequent defeats an estate already vested. It is contended that this is a condition subsequent.

It is a general rule as to conditions subsequent, that to be valid they must NOT be repugnant to the estate given or devised. They must not be an exception to the very thing, that is, to the substance of the gift; if so, they are void, and the estate granted will stand unaffected by such conditions. Thus, in *Blackstone Bank v. Davis*, 21 Pick. 42, it was held that "a condition in a grant or devise that the grantee shall not alienate, is void, because repugnant to the estate." Also in *Bradley v. Peixoto*, 3 Ves. 324, it was held that an exception to the very thing itself by way of condition is null. 2 Bl. C.; 2 Washb. on Real Prop. 6, lay down the doctrine clearly that a condition subsequent, inconsistent [**43] with and repugnant to the amplitude of the powers of the estate granted is void, and, therefore, no condition.

Now, test this clause of Mrs. Elliott's will by this principle. It is conceded that an estate [**5] in fee was devised in the first instance by Mrs. Elliott to her son. The power of alienation belongs to a fee; in fact it is the very essence of a fee. Is the condition which the latter portion of the clause attempts to attach to the devise inconsistent with and repugnant to this devise? The performance of the condition would require Moore to die in possession of the real estate devised to him. In no other way could he leave a will disposing of it.

The condition, then, is a direct and positive restriction upon his powers of alienation. The will invests him with a fee, but the condition strikes at the very substance of this fee, and if valid would take away and destroy its most important and essential quality--the power of sale. A fee may be defeated by a condition which is independent of the estate granted upon the happening of which the estate is lost; but a condition, the effect of which is to cut down a fee to a less estate, is void because repugnant to the fee. Such is the character of the condition in this case, and according to the authorities cited is void.

The judgment of this court is that the judgment of the Circuit Court be affirmed.

MCIVER and MCGOWAN, A. J.'s, concurred. [**6]

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHESTER)

IN THE COURT OF COMMON PLEAS
SIXTH JUDICIAL CIRCUIT

CIVIL ACTION NO.: 2011-CP-12-0323

Mell Woods,)
)
Plaintiff,)

vs.)

ORDER

John D. Hinson; Christine Jones; John C.)
Hinson; William L. Hinson; Lois Hinson;)
Robert Breakfield, as Personal)
Representative of the Estate of Reba P.)
Hinson; Elaine H. Hensley; Robert H.)
Hinson; George Stanford, as Personal)
Representative of the Estate; Linda H.)
Stanford; William C. Hinson, Jr.; Darrell W.)
Hinson; Mary Roe and John Doe, fictitious)
names used to designate all other parties,)
whose names are unknown, and any and all)
other persons claiming any right, title, estate)
interest or lien upon the real estate described)
in the complaint;)

Defendants.)
)
)

FILED

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CLERK OF COURT
CHESTER CO S.C.

EXHIBIT B

This matter comes before the Court as Defendants' Motion for Summary Judgment. The Complaint is an action for trespass to try title. Plaintiff alleges that he is a bona fide purchaser for value without notice but more importantly that he is entitled to ownership of the subject property based on the theory of adverse possession. The parcel of land in question is known as 1537 Hinton Road located in Chester County. Specifically, Plaintiff contends that he purchased the property in question in May of 2005 from Reba P. Hinson. Reba Hinson acquired her ownership interest in the subject property under the Will of her husband, Levie Hinson. Plaintiff

claims that since 2005, he has held this property openly and notoriously against the world and that Reba Hinson likewise held this property adversely to the world and that the combination of the two exceeds 20 years, thus entitling him to claim ownership on the theory of "the presumption of a grant".

Defendants contend that Reba Hinson only inherited a life estate in the subject property under the Will of Levie Hinson and that these Defendants are the remaindermen under the Will. (2)

Levie Hinson left a Will dated April 21, 1977 that was probated following his death in 1986. The Will provided in part in item II: "I will devise and bequest [sic] unto my beloved wife, Reba P. Hinson, all my real estate, in fee simple, as long as she lives, then to our bodily heirs forever." Item I devised the Testators personal property; it reads: "I will, device [sic] and bequeath unto my beloved wife, Reba P. Hinson, all of my personal property of every kind and description, including cash money. At her death, the remainder, if any, to our beloved children." (3)

Levie Hinson owned approximately 100 acres. There is no Deed of Distribution of real estate from the Estate of Levie Hinson. Following the death of Mr. Hinson, Reba Hinson divided some of the property into lots which she leased. The lessees placed mobile homes, campers, etc. on the respective lots. In 2002, Plaintiff leased a lot of land known as 1537 Hinton Road from Reba Hinson and separately purchased a mobile home located on this lot from a prior lessee. Plaintiff contends that in 2003, he and Reba Hinson converted the lease to a contract of sale and purchase and that this is the basis for his claim of ownership. Neither the lease nor the contract of sale and purchase were recorded. (4)

Reba Hinson died January 3, 2007. Plaintiff apparently filed claims against the Estate of Reba Hinson but did not file a claim to enforce the rights under his contract of sale. (5)

Defendants assert that Reba Hinson inherited only a life estate in the real property of Levie Hinson and, thus, could not have contracted to sell to this Plaintiff any estate in lands greater than that which she owned. Plaintiff asserts that Item II of the Will of Levie Hinson should be interpreted as granting to Reba Hinson, absolute ownership of all real estate, as evidenced by the use of the words "in fee simple". Defendants contend that the entire sentence (6) dealing with the ownership of real estate must be considered to determine the true intention of the Testator and it was clear that Levie Hinson only intended to give Reba Hinson the right to the use of the property as long as she lived and then to their "bodily heirs forever".

The Court recognizes the general rule that language in a Will that makes it an absolute gift cannot be thereafter reduced or cut down in a subsequent portion of the Will. The Court also is aware that the general rule in interpreting Wills is to determine the intent of the Testator. In this case, the use of the legal term "fee simple" is immediately followed by the language indicating that that this devise to Reba Hinson was to be "as long as she lives". Levie Hinson clearly intended for his wife to have the right to use his lands for and during her life and, thus, he created a life estate with the remainder to their "bodily heirs forever". (7)

Reba Hinson, having only a life estate, could not have conveyed to Plaintiff any interest greater than she owned. The life estate would have been extinguished upon her death. (8)

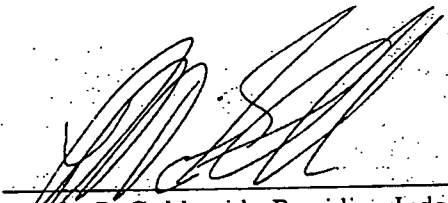
The claim of Plaintiff that he was a bona fide purchaser for value without notice must also fail. Such a purchaser is charged with constructive notice of public records. In this case, the Chester County tax records and probate records would constitute constructive notice that Reba Hinson only had a life estate in the subject real property. (9)

Plaintiff claims ownership by virtue of a 20-year presumption of a grant through Reba Hinson. This claim must fail, as a life tenant (Reba Hinson) cannot claim adverse possession against remaindermen. 10.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

Defendants' Motion for Summary Judgment is granted for the reasons stated above and Plaintiff's Complaint is dismissed.

IT IS SO ORDERED.


Brooks P. Goldsmith, Presiding Judge

December 29, 2011
Lancaster, South Carolina

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CLERK OF COURT
CHESTER CO S.C.

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STATE OF SOUTH CAROLINA
COUNTY OF CHESTER

IN THE COURT OF COMMON PLEAS
2011-CP-12-0323

Mell Woods,

Plaintiff,

v.

John D. Hinson; Christine Jones; John C. Hinson; Kathy Huffstickle; Charles J. Hinson; William L. Hinson; Lois Hinson; Robert Breakfield, as Personal Representative of the Estate of Reba P. Hinson; Elaline H. Hensley; Robert H. Hinson; George Stanford, as Personal Representative of the Estate Linda H. Stanford; William C. Hinson, Jr.; Darrell W. Hinson; Mary Roe and John Doe, fictitious names used to designate all other parties, whose names are unknown, and any and all other persons claiming any right, title, estate interest or lien upon the real estate described in the complaint;

Defendants.

Defendants' Amended Return to Plaintiff's
Rule 59(e) Motion for Reconsideration

Defendants' Motion for Summary Judgment was heard and argued on November 9, 2011.

By Order dated December 29, 2011 the Court granted Defendants' Motion for Summary Judgment as to both of Plaintiff's causes of action. In his Complaint, Plaintiff described the action as trespass to try title (Complaint, ¶ 3), and he made allegations in ¶ 15 of his Complaint that he and Reba Hinson together have adversely possessed the property for over 20 years.

Defendants contend that in actuality this is a will construction case involving the Last Will

of Levie Hinson. It is well settled that "(t)he character of an action is determined by the main purpose of the complaint" Pate v. Thomas, 204 S.E.2d 571 (S.C. 1974); Alford v. Martin, 176 S.C. 207, 180 S.E. 13 (S.C. 1935).

Plaintiff has filed a Rule 59(e) motion asking the court to reconsider its December 29, 2011 Order. Ordinarily, a Rule 59(e) motion is used when a court overlooks an issue raised and presented by the parties and fails to rule on it. Alex Sanders and John Nichols, Trial Handbook for South Carolina Lawyers, §36:5 (4th ed. 2007). Further, a Rule 59(e) motion for reconsideration may be made and granted for one of three other reasons: (1) an intervening change in the controlling law has occurred since issuance of the original Order; (2) evidence not previously available has become available; or (3) it is necessary to correct a clear error of law or prevent manifest injustice. Weyerhaeuser Corp. v. Coppers Co., 771 F.Supp. 1406 (D. Md. 1991). However under South Carolina jurisprudence, a Rule 59(e) motion can be used to ask the Court to reconsider issues and arguments even if that involves a rehashing of arguments already presented. Elam v. South Carolina Dept. of Transp., 602 S.E.2d 772 (S.C. 2004).

Plaintiff's motion in paragraphs 3 to 6, inclusive, question the standard applied by the Court in its consideration of the summary judgment motion. Plaintiff argues that the court used the "federal standard" rather than the "South Carolina standard." Although the Order does not expressly state such, the clear implication of the Order is that the Court was guided by South Carolina law and treated the matter presented as a question of law. "The general rules for construction of wills are not unlike those for the construction of other writings, such as deeds and contracts." Coleman Karesh, Wills 38 (1977). South Carolina law provides that "When there is present on a motion for summary judgment a question as to the construction of a written agreement [last will] that can be determined

by a consideration of the plain and unambiguous language of the contract [last will], the question as one of law may be resolved by the court." Lyles v. BMI, Inc., 355 S.E.2d 282 (S.C. App. 1987).

In Russell v. Wachovia Bank, 578 S.E.2d 329 (S.C. 2003) the law of summary judgment is explained:

When opposing a summary judgment motion, the nonmoving party must do more than "simply show that there is a metaphysical doubt as to the material facts but must come forward with specific facts showing that there is a genuine issue for trial." Baughman v. American Telephone & Telegraph Co., 306 S.C. 101, 107, 410 S.E.2d 537, 545 (1991). Where a verdict is not "reasonably possible under the facts presented, summary judgment is proper." Bloom v. Ravoira, 339 S.C. 417, 529 S.E.2d 710 (2000).

In his paragraph no. 7, Plaintiff argues that the record is full of admissible evidence sufficient enough to send the case to a jury. Plaintiff's case rises or falls on the construction of the last will of Levie Hinson. The Last Will of Levie Hoyt Hinson was identified and incorporated in the supporting affidavit of Robert Breakfield, that was filed with the clerk of court. Levie Hinson left a Last Will and Testament dated April 21, 1977 that was probated in the Chester County Probate Court as case no. 1986-ES-12-188. It provided, in relevant part in Item II: "I will devise and bequest [sic] unto my beloved wife Reba P. Hinson all my real estate, in fee simple, as long as she lives then to our bodily heirs forever." (Emphasis added.) The court found this language sufficiently clear to determine the testator's intent with respect to the nature of the estate to be devised to his wife Reba Hinson.

Argument on the summary judgment motion in this case starts on p. 24 of the transcript of the November 9, 2011 hearing. (Transcript p. 24, l. 16 to p. 42, l. 8). Defendants relied on the affidavit of Robert Breakfield dated August 24, 2011, including its four incorporated exhibits, and on Woods' deposition transcript. Plaintiff relied on his verified complaint. (transcript p. 34, l. 19

to p. 36, l. 16). The transcript confirms that Plaintiff did not submit anything else for the Court's consideration at the hearing. Although Plaintiff's complaint was verified, it contains nothing more than conclusory allegations.¹ Materials used to support or oppose a summary judgment motion, such as affidavits, deposition testimony and documents, must set forth facts that would be admissible in evidence at trial. Hall v. Fedor, 561 S.E.2d 654 (S.C. App. 2002); Moss v. Porter Bros., Inc., 357 S.E.2d 25 (S.C. App. 1987). The party responding to a summary judgment motion must set forth specific facts showing a genuine issue for trial. Burry & Son Homebuilders, Inc., v. Ford, 426 S.E.2d 313 (S.C. 1992). To be considered by the Court in deciding a summary judgment motion, submissions must contain specific probative facts and not just conclusory allegations. Lujan v. Nat'l Wildlife Fed'n, 497 U.S. 871, 888, 110 S.Ct. 3177, 111 L.Ed.2d 695 (1990) ("The object of [Rule 56] is not to replace conclusory allegations of the complaint or answer with conclusory allegations of an affidavit."); Lavender v. Kurn, 327 U.S. 645, 66 S.Ct. 740, 90 L.Ed. 916 (1946) (stating speculation and conjecture are not a substitute for probative facts); Zarecki v. Nat'l R.R. Passenger Corp., 914 F.Supp. 1566, 1574 (N.D.Ill. 1996) ("An affidavit that does not set forth the facts and reasoning used in making a conclusion amounts to nothing more than a denial of the adverse party's pleading."); E.T. Barwick Indus. v. Walter Heller & Co., 692 F.Supp. 1331, 1347 (N.D.Ga. 1987) ("Theoretical speculations, unsupported assumptions, and conclusory allegations advanced by an expert . . . are [not] entitled to any weight when raised in opposition to a motion for summary

¹ Examples: "Defendants are not now, and never were truly remaindermen. . ." ¶ 5; "Defendants do not own and have no right to possess the land. . ." ¶ 7; "Plaintiff purchased the described land in good faith from Reba P. Hinson. . . plaintiff is a bona fide purchaser for value without notice . . ." ¶ 11; "defendants were taught to start calling themselves remaindermen" ¶ 12; Mrs. Reba Hinson never recognized any persons to have a remainder interest in her land" ¶ 14; Mrs. Reba Hinson held her lands adversely against everyone . . ." ¶ 15. These are examples of unsupported conclusory allegations that fail to satisfy the "specific fact" requirement. No admissible evidence was submitted in support of these, and many other, allegations. Plaintiff's Complaint is grossly inadequate to demonstrate genuine issues of material fact.

judgment.”) (citations omitted), aff’d, 891 F.2d 906 (11th Cir. 1989).

In paragraph 9, Plaintiff challenges the court’s finding that Reba Hinson acquired her ownership interest in the subject land from the last will of Levie Hinson without mentioning Plaintiff’s allegation that Reba Hinson acquired her ownership by adverse possession. Defendants submit that there is no proper and admissible evidence in the record tending to prove adverse possession. By his own admission, Woods’ first involvement with the real estate he now claims was in 2002 when he bought the residence from Mr. Gardner and when he signed a lease with Reba Hinson. The lease was dated May 6, 2002 (Exhibit 8, Woods’ deposition transcript); and the alleged land sale agreement bears the date of May 7, 2005. (Woods’ supplemental discovery answers). He never lived in South Carolina prior to moving to the Hinton Road property in 2002. (Woods’ deposition transcript, p. 6, lines 10-23.) In order to establish a claim of adverse possession, the claimant must prove by clear and convincing evidence his possession of the subject property was continuous, hostile, actual, open, notorious, and exclusive for the statutory period. All Saints Parish, Waccamaw v. Protestant Episcopal Church in the Diocese of S.C., 595 S.E.2d 253 (S. C. App. 2004). The statutory period is ten years. S. C. Code Ann. §15-67-210. Ten years have not elapsed since Woods’ first leasehold interest in the property in May 2002 and only six years have elapsed since the date of the alleged land sales agreement (May 2005). Having not been in South Carolina prior to 2002, Woods has presented no admissible evidence of Reba Hinson’s prior conduct with respect to the real property she was devised by her late husband’s last will. Not having evidence showing his possession for ten years, Woods’ claim to title by adverse possession cannot stand and summary judgment was properly granted in favor of the Defendants.

Additionally, based on the Court’s conclusion with respect to the nature of Reba Hinson’s ownership interest in the disputed land (that he owned a life estate and not the fee), Reba Hinson’s

time in possession cannot satisfy the requirements for an adverse possession because a life tenant cannot claim adverse possession against remaindermen.

In paragraph 10, Plaintiff challenges the Court's finding that neither the lease nor the contract of sale was recorded in the Chester County land records. Plaintiff submitted no admissible evidence to the Court showing that either or both of the instruments were recorded.

In paragraph 11, Plaintiff argues that this lawsuit is a claim against the estate. It cannot be considered a claim against the estate because it was not timely commenced. S.C. Code Ann. §62-3-803 and 804. §62-3-803 bars claims that are not presented within the earlier of one year after decedent's death or eight months after first publication of notice to creditors. Under this statute, Woods' claim was barred in January 2008 (one year after decedent's death) but it was also barred because it was not presented within the subsequent eight-month claims period that expired in November 2009. Further, for the reasons addressed above, it is factually insufficient to survive summary judgment.

In paragraph 12, Plaintiff recites a list of activities allegedly engaged in by Reba Hinson to show that she had a fee estate and not a life estate. The motion hearing transcript does not show that Plaintiff made proper submissions to the court to show these activities. The submissions made to the Court in support of or in opposition to a motion for summary judgment must be made on personal knowledge and must set forth such facts as would be admissible in evidence. Hall v. Fedor, 561 S.E.2d 654 (S.C. App. 2002). The party responding to a summary judgment motion may not rest on the allegations in his pleadings, but must set forth **specific facts** showing a genuine issue for trial. Burry & Son Homebuilders, Inc., v. Ford, 426 S.E.2d 313 (S.C. 1992). To be considered by the Court in deciding a summary judgment motion, submissions must contain specific probative facts and not just conclusory allegations. Lujan v. Nat'l Wildlife Fed'n, 497 U.S. 871, 888, 110 S.Ct.

3177, 111 L.Ed.2d 695 (1990) ("The object of [Rule 56] is not to replace conclusory allegations of the complaint or answer with conclusory allegations of an affidavit."); Lavender v. Kurn, 327 U.S. 645, 66 S.Ct. 740, 90 L.Ed. 916 (1946) (stating speculation and conjecture are not a substitute for probative facts); Zarecki v. Nat'l R.R. Passenger Corp., 914 F.Supp. 1566, 1574 (N.D.Ill. 1996) ("An affidavit that does not set forth the facts and reasoning used in making a conclusion amounts to nothing more than a denial of the adverse party's pleading."); E.T. Barwick Indus. v. Walter Heller & Co., 692 F.Supp. 1331, 1347 (N.D.Ga. 1987) ("Theoretical speculations, unsupported assumptions, and conclusory allegations advanced by an expert . . . are [not] entitled to any weight when raised in opposition to a motion for summary judgment.") (citations omitted), *aff'd*, 891 F.2d 906 (11th Cir. 1989).

In paragraph 13, Plaintiff cites Moore v. Sanders, 15 S.C. 440 (1881) to challenge the court's conclusion that Reba Hinson took only a life estate from her husband's last will. The facts of Moore are not analogous to the facts herein. Moore involved a condition appearing in a subsequent clause or sentence (not the case with Levie Hinson's last will) and the language of the devises was not the same as used by Levie Hinson. In will construction cases, a trial court will find little guidance from prior decisions because "no will has a brother" and because of "the different intent and circumstances of each testator." Holcombe-Burdette v. Bank of America, 640 S.E.2d 480 (S.C. App. 2006).

In paragraph 14, Plaintiff challenges the court's description of his case as including "bona fide purchaser for value." Plaintiff claims that only a jury may reach that conclusion. Again, the court has considered the submissions of the Defendants to find constructive notice to the Plaintiff from public records. Plaintiff did not make proper submissions to show otherwise.

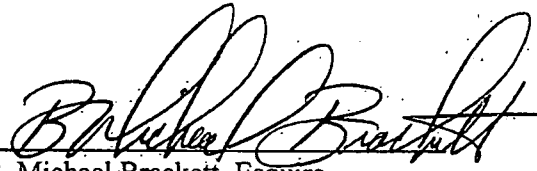
In paragraph 15, Plaintiff cites the affidavit of Robert Breakfield for the claim that the affidavit admits that Reba Hinson owned the fee. This argument is patently without merit.

In paragraph 16, Plaintiff reveals a misunderstanding of Miller v. Leaird, 413 S.E.2d 841 (S.C. 1992). In Miller, the court addressed the situation where a statute of limitations for adverse possession had commenced and subsequently, a life estate was created. The argument was that the subsequent creation of the life estate would stay or "arrest" the running of the adverse possession period. The court in Miller disagreed. Here, Reba Hinson's life estate was not created after the last will of Levie Hinson was probated; it was created in and by Levie Hinson's last will. Miller has no relevance to the issue now before this court.

In paragraph 17, Plaintiff makes a statement of his understanding of the law of paramount title. If title is not otherwise determined (such as by summary judgment on the issue of will construction which in turn determines the state of the title) Plaintiff's bare statement may be accurate. But, there is no issue of paramount title here and now because of the court's conclusion as to Levie Hinson's intent as expressed in his last will.

Conclusion

Plaintiff's motion should be denied.


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Columbia, South Carolina
March 13, 2012

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March 5, 2012

Mell Woods
P.O. Box 2603
Lancaster, SC 29721

RE: Woods-v. Hinson, et. al.
2011-CP-12-0323
My File No.: 12085.4
Breakfield, as Agent v. Woods
2011-CP-12-0291 (Appeal from Magistrate's Court)
My File No.: 12085.3

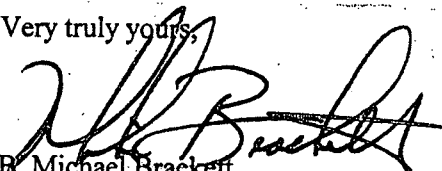
Dear Mr. Woods:

I have received oral notice from the Clerk of Court that Judge Goldsmith will decide your Motions for Reconsideration in each of the above referenced cases on submissions to the Court, without oral argument.

Accordingly, please take notice that you do not have to appear in Court on Wednesday morning. If you have additional materials you wish to submit to the Court with respect to your motions, you should do so promptly by filing the originals with the Clerk of Court and providing copies to Judge Goldsmith.

I tried to call you about this, but no one answered your phone.

Very truly yours,


B. Michael Brackett

BMB/Ita

cc. The Honorable Brooks P. Goldsmith
The Honorable Sue Carpenter, Chester County Clerk of Court
Robert H. Breakfield, Esquire

730

STATE OF SOUTH CAROLINA)
COUNTY OF CHESTER)

IN THE COURT OF COMMON PLEAS
SIXTH JUDICIAL CIRCUIT

Mell Woods,

Plaintiff,

vs.

John D. Hinson, Christine E. Jones,
John C. Hinson, Kathy Huffstickle,
Robert H. Hinson, Darrell W. Hinson,
Charles J. Hinson, William L. Hinson,
Elaine H. Hensley, William C. Hinson, Jr.)
John Does (1-5), Jane Does (1-2),

Defendant(s).

CASE NO: 2010-CP-12-595

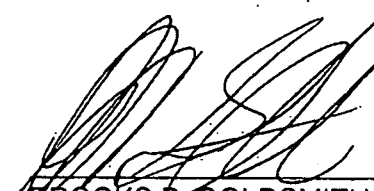
**ORDER DENYING
MOTION TO RECONSIDER**

This matter came before the Court on Plaintiff's *Motion to Alter or Amend Summary Judgment* dated December 19, 2011, wherein Plaintiff requests this Court reconsider that certain Order entitled *Order Granting Defendants' Motion for Summary Judgment* dated November 14, 2011.

After careful consideration of said motion and memoranda submitted by the parties, the Court finds there is no basis for granting the motion and, therefore, Plaintiff's *Motion to Alter or Amend Summary Judgment* dated December 19, 2011 is hereby denied.

AND IT IS ALL SO ORDERED.

April 23, 2012
Lancaster SC


BROOKS P. GOLDSMITH, PRESIDING JUDGE
SIXTH JUDICIAL CIRCUIT

May 9, 2011

Mell Woods
Post Office Box 2603
Lancaster, South Carolina 29721

RE: Mell Woods v. John D. Hinson, et. al.
C/A No.: 10-CP-12-00595

Dear Mr. Woods:

Attached to this letter is a signature sheet and copy of your deposition which was taken May 4, 2011, in the above-referenced matter. Please read over the deposition; and when you have finished, make any corrections that you may deem necessary on the signature sheet and sign it.

The signature sheet needs to be returned to me within thirty (30) days of the date of this letter, or no later than June 14, 2011, for filing with the original.

Please return the signed signature sheet in the enclosed self-addressed envelope as soon as possible. You may keep the copy of the deposition for yourself. It is not necessary that it be returned.

Sincerely,

Andrea R. Taylor
Court Reporter

enclosures

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- Q: That's an interesting concept, Mr. Woods, that real estate that size could have no owner.
- A: You've got some purported owners that came through that bogus --
- Q: I'm not asking for purported owners. I'm asking who do you claim --
- A: I'm not claiming anybody owns it.
- Q: All right. And you're claiming you have a contract with Reba Hinson?
- A: That's right.
- Q: That would sell -- that would result in that property being sold to you, 1537 --
- A: Not the whole place.
- Q: -- 1537 --
- A: Just the little place where the house sits.
- Q: All right. Now, you're mentioned in other proceedings in this case that you're interested in if you have to leave, you want to take the house with you.
- A: I didn't --
- Q: Do you want to take the house with you?
- A: I didn't say that because the house is part of the real estate.
- Q: Are you claiming today that you have some right that if your lease is terminated and you're

- 1 Q: -- has been over there now since 2007. Nobody
2 appealed it.
- 3 A: But it's still a bogus Order --
- 4 Q: Bogus Order.
- 5 A: -- and it's a product of extrinsic fraud.
- 6 Q: All right.
- 7 A: And if that's true, I'll go over there and
8 start attacking this one.
- 9 Q: Okay. But as we sit here today, if we assume
10 that Reba Hinson had a life estate --
- 11 A: I'm telling you, she didn't have a life estate.
- 12 Q: I'm not -- I know your position. But if we
13 assume for purposes of this question that all
14 she had was a life estate you're --
- 15 A: She didn't have a life estate because she wrote
16 the document and she copied it out of another
17 document, and she never meant to say that. And
18 you've got people like Ned Gregory, II who come
19 around and ~~get~~ twist stuff up, and get -- she
20 had the whole thing worked out where it would
21 have over in six months if they would have gone
22 by her Will and the plats that she paid to get
23 drawn up. That's all they needed to do. And
24 that's been going on four or five years.
- 25 Q: Yes, sir.

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Page 76

- required to leave, that you have some right to take the house with you?
- A: No.
- Q: All right. So the house stays where it is and your rights are determined by whatever you can prove, right?
- A: Well, I mean the law on it is that if it's attached to the ground, it's part of the real estate.
- Q: All right. Now if the -- would you agree with me that if the Probate Court is correct, and if Ms. Reba Hinson had a life estate, then any lease agreement you had with her terminated when she died?
- A: I need to explain that one too because my position is that the Probate Order is not correct and it's also under appeal. And until it's over, no one knows.
- Q: That Probate Order, Exhibit Ten, sir, is not under appeal.
- A: That's not the one that we -- that we are appealing now?
- Q: No. This is in Mr. Hinson's estate. No, sir. That Order -- that Order --
- A: All right.

- 1 A: And it's just -- and it's their fault. Not Ms.
2 Hinson's fault.
- 3 Q: Right. And if you can't -- if you're
4 unsuccessful in all these challenges you've
5 bought, you're going to have to move out of
6 1537 Hinton, right?
- 7 A: I don't know.
- 8 Q: All right. You're bringing all of these
9 challenges because you want to end up with
10 title to that property, right?
- 11 A: Well, I don't mind -- I want to pay what I
12 promised to pay her.
- 13 Q: And if you have to -- if you have to claim the
14 probate judge is incompetent, that the probate
15 judge signed an incorrect order, that the
16 Chester County tax collector doesn't know what
17 he's talking about, that the deeds are wrong,
18 everybody's wrong but you, that's what you'll
19 do in order to end up with title, right?
- 20 A: Not necessarily. You've got too many lists in
21 there, I can't answer the whole list --
- 22 Q: Now --
- 23 A: -- at one time. I need individual questions:
- 24 Q: In the malicious prosecution, when you say
25 there wasn't probable cause, if -- if the

**Transcript of the Testimony of
MELL WOODS**

Date: May 4, 2011

**CREEL COURT REPORTING, INC.
Condensed Transcript and Word Index**

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Page 1

1 STATE OF SOUTH CAROLINA) COURT OF COMMON PLEAS
2 COUNTY OF CHESTER) C/A #: 2010-CP-12-00595
3 Mell Woods,)
4 Plaintiff,)
5 v.)
6 John D. Hinson, Christine E.)
7 Jones, John C. Hinson, Kathy)
8 Huffstickle, Robert H.)
9 Hinson, Darrell W. Hinson,)
10 Charles J. Hinson, William L.)
11 Hinson, Elaine H. Hensley,)
12 William C. Hinson, Jr., John)
13 Does (1-5), Janes Does (1-2),)
14 Defendants.)
15
16 DEPOSITION OF
17 MELL WOODS
18
19 Wednesday, May 4, 2011
20 10:36 a.m. - 12:12 p.m.
21
22 The deposition of MELL WOODS taken on behalf of
23 the Defendant, John D. Hinson, at the Chester County
24 Courthouse, 140 Main Street, Chester, South Carolina,
25 on the 4th day of May, 2011 before Andrea R. Taylor,
Court Reporter and Notary Public in and for the State
of South Carolina, pursuant to Notice of Deposition
and/or agreement of counsel.

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1 EXHIBITS CONTINUED
2
3 Defendant's Exhibit Number Eight 54
4 (lease agreement)
5 Defendant's Exhibit Number Nine 63
6 (Last Will and Testament of Levie Hinson)
7 Defendant's Exhibit Number Ten 67
8 (Order)
9 Defendant's Exhibit Number Eleven 69
10 (Tax Inquiry)
11 Defendant's Exhibit Number Twelve 79
12 (Order of Final Disposition)
13
14
15
16 STIPULATIONS
17
18 It is stipulated and agreed that this
19 deposition is being taken pursuant to the South
20 Carolina Rules of Civil Procedure.
21
22 It is stipulated by and between counsel and the
23 witness that the reading and signing of the following
24 deposition be, and the same are, hereby not waived.
25 Signature sheet is attached at page 100.

Page 2

1 APPEARANCES:
2 Mell Woods
3 Post Office Box 2603
4 Lancaster, South Carolina 29721
5 Pro Se Plaintiff
6 B. Michael Brackett, Esquire
7 MOSES, KOON & BRACKETT, PC
8 1333 Main Street, Suite 650
9 Columbia, South Carolina 29201
10 Attorney for the Defendant,
11 John D. Hinson
12
13 Also present:
14 Pamy Davis, Paralegal, Robert Harold Breakfield
15 Kathy Huffstickle
16 Gary Adams
17
18 INDEX
19 MR. WOODS: PAGE:
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21 Signature Sheet 100
22 Certificate 101
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25 Defendant's Exhibit Number One 6
(Defendant John D. Hinson's Interrogatories
to Plaintiff)
Defendant's Exhibit Number Two 8
(Answers to Interrogatories Numbers 1-11)
Defendant's Exhibit Number Three 9
(Defendant John D. Hinson's Request to the
Plaintiff for Production of Documents)
Defendant's Exhibit Number Four 10
(Defendant John D. Hinson's Request to the
Plaintiff for Production of Documents)
Defendant's Exhibit Number Five 20
(Color photograph)
Defendant's Exhibit Number Six 22
(Color photograph)
Defendant's Exhibit Number Seven 53
(Videotape - sealed in original deposition)

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1 MELL WOODS, having been duly sworn, deposes and
2 testifies as follows:
3 MR. WOODS - EXAMINATION BY MR. BRACKETT:
4 Q: Good morning, Mr. Woods.
5 A: Hello.
6 Q: For the record, we are here this morning in the
7 case of Mell Woods vs. John D. Hinson and
8 others, 2010-CP-12-0595. Mr. Woods, for this
9 record, I know I have asked you these in
10 another case, but for purposes of this record,
11 would you state your full name, please.
12 A: It's Mell, M-E-L-L, Woods.
13 Q: And your residence address?
14 A: Is Hinton Road. I don't know the number.
15 Q: Is it 1537?
16 A: Sounds like it.
17 Q: All right. Hinton Road, Great Falls.
18 A: Well, they get mail at Great Falls; but I don't
19 -- I don't consider that area out there Great
20 Falls. But that's where the mail comes from.
21 Q: Okay. The post office says it is. Is that
22 good enough for you?
23 A: That's good enough.
24 Q: Okay. What is your occupation or profession?
25 A: Retired.

Page 5

1 Q: From what?
 2 A: I used to work for the railroad.
 3 Q: And where was that?
 4 A: At Savannah, Georgia.
 5 Q: And how long did you work for the railroad
 6 approximately?
 7 A: Fifteen years or so. I can't remember exactly.
 8 Q: All right. Did you retire from the railroad?
 9 A: More or less, yes.
 10 Q: What do you mean more or less? You either did
 11 or you didn't.
 12 A: I did.
 13 Q: Okay. And was that normal retirement? Was it
 14 any sort of disability retirement, anything of
 15 that nature?
 16 A: I got in a wreck.
 17 Q: All right. What kind of wreck?
 18 A: A vehicle wreck.
 19 Q: All right. And that rendered you unable to
 20 continue your employment with the railroad?
 21 A: Yes, sir.
 22 Q: What railroad did you work for?
 23 A: Central of Georgia.
 24 Q: And what job did you have for the railroad?
 25 A: I was a clerk in the office.

Page 6

1 Q: All right. At the headquarters in Savannah?
 2 A: Well, depends on what you mean by -- it's
 3 actually the Norfolk Southern Company now, I
 4 think, which is someplace in Virginia.
 5 Q: All right.
 6 A: I don't know the exact address.
 7 Q: All right. What was the name of the railroad
 8 at the time you retired?
 9 A: The Central Georgia.
 10 Q: All right. Now, how long have you lived at
 11 1537 Hinton Road, Great Falls?
 12 A: Seven or eight years.
 13 Q: And where did you live prior to 13 -- 15 -- I'm
 14 sorry, 1537 Hinton Road?
 15 A: In Georgia.
 16 Q: Whereabout?
 17 A: In Richmond Hill.
 18 Q: All right. Had you ever lived in South
 19 Carolina before seven to eight years ago?
 20 A: Not to my recollection.
 21 Q: All right. So you moved from Georgia to 1537
 22 Hinton Road?
 23 A: That's more or less it.
 24 (Defendant's Exhibit Number One was marked for
 25 identification purposes.)

Page 7

1 Q: Mr. Woods, I'm going to show you what I've
 2 marked as Exhibit One. Do you recognize that
 3 as being the Interrogatories that I served on
 4 you on behalf of Defendant John D. Hinson?
 5 A: What, these were back in January?
 6 Q: Do you recognize those?
 7 A: Yeah. It looks like them, it does.
 8 Q: Okay.
 9 A: I answered them, didn't I? Are you going to
 10 have a lot of documents to show me?
 11 Q: I'm going to have as many as I need to have.
 12 A: Well, let me ask you this. I've already seen
 13 this. I mean, there's no problem about this.
 14 All right. But I mean, can I copy some of
 15 this?
 16 Q: You'll get copies from the court reporter. It
 17 will be a part of the record. That's why we're
 18 marking them.
 19 A: I understand that.
 20 Q: Okay.
 21 A: But I mean, you didn't show me these ahead of
 22 time. I have no idea of what you're going to
 23 show me. That's the reason --
 24 Q: Take whatever time you need to read them.
 25 A: Okay.

Page 8

1 Q: I'll sit here all day if you want to read every
 2 page of every document.
 3 A: Well, this one I've already seen.
 4 Q: Yes, sir. I know you have.
 5 A: And this one's all right.
 6 Q: Okay.
 7 A: But --
 8 (Defendant's Exhibit Number Two was marked for
 9 identification purposes.)
 10 Q: Let me show you Exhibit Two. Do you recognize
 11 that as being the answers that you provided to
 12 me to the Interrogatories that were marked as
 13 Exhibit One?
 14 A: Yeah. It looks like the answers to it. Let me
 15 look at it a minute.
 16 Q: Okay.
 17 A: It has yellow over line on it. I didn't put on
 18 there.
 19 Q: All right. Let's do this. You give me that
 20 one back. We're going to mark another one.
 21 This will be Exhibit Two.
 22 A: Well, it doesn't mean anything. I'm just
 23 pointing it out.
 24 Q: Well, I know. But I don't want -- I don't want
 25 --

Page 9

1 A: Apparently this is the one you've been working
2 on.
3 Q: I don't want the highlighted one being in the
4 record.
5 A: All right.
6 Q: So we'll do this. We'll mark this copy as
7 Exhibit Two, and you check that one and make
8 sure that that's an accurate copy of what you
9 served on me.
10 A: Yeah. It looks like what I sent to you. I'm
11 glad to see you got them.
12 Q: All right.
13 A: What you want me to do with them?
14 Q: We'll just stack them right here. Just put
15 them right here in the middle so the court
16 reporter will be able to keep up with them.
17 (Defendant's Exhibit Number Three was marked for
18 identification purposes.)
19 Q: I show you Exhibit Three. Do you recognize
20 that as a copy of the Request for Production of
21 Documents that I served on you on behalf of
22 Defendant John D. Hinson?
23 A: Yeah. It looks like the one that came with the
24 Interrogatories. Is that it?
25 Q: Yes, sir.

Page 10

1 A: It looks like it.
2 Q: All right.
3 (Defendant's Exhibit Number Four was marked for
4 identification purposes.)
5 Q: I'm going to show you what we have marked as
6 Exhibit Four. Do you recognize that as being
7 the response that you served on me in response
8 to the Request for Production? Those are the
9 written documents that were served.
10 A: It looks like it.
11 Q: All right. And then in addition to the
12 documents that are a part of Exhibit Four, you
13 also provided in response to the Request for
14 Production, you provided a videotape; did you
15 not?
16 A: I sent it to you, yeah.
17 Q: Okay. We're going to look at this in a second.
18 So the videotape and the documents that are
19 attached as a part of Exhibit Four comprised
20 your response to the Request for Production?
21 A: Well, you asked for a copy of the tape.
22 Q: Yes, sir.
23 A: So that's it, right?
24 Q: Yes, sir.
25 A: Okay.

Page 11

1 Q: All right. So your answer to my question is
2 yes, that was your response?
3 A: Yes to what? To I sent you that tape?
4 Q: Yes, sir.
5 A: Let me hold it a minute.
6 Q: And that tape, and we'll play it in a minute
7 and I brought the little TV here. And so --
8 A: Well, didn't mark it on the outside. It says
9 Griffin on it. That's probably it.
10 Q: Well, we'll identify it once we've played it
11 and you're satisfied yourself that it is what
12 it is, then we'll put it in the record. All
13 right. Why did you name these particular
14 people as defendants in your lawsuit? If you
15 look at the exhibits I put in, there are one,
16 two, three, four, five, six, seven, eight,
17 nine, ten particular individuals, not including
18 the John Does, Jane Does, ten particular
19 individuals you named as defendants. Why did
20 you name those people in particular?
21 A: Well, I mean, they're -- they were running the
22 neighborhood at the time all this happened.
23 They are the Hinson family, aren't they?
24 Q: And --
25 A: What's your specific question about it?

Page 12

1 Q: I want to know why you named each of those
2 people as a defendant in this lawsuit?
3 A: Because they moved in that fellow, Richard
4 Griffin, that's on that tape there.
5 Q: They all moved him in?
6 A: Well, they claim to be the owners of the
7 property.
8 Q: All right. So did you name those people
9 because they claimed to be the remaindermen to
10 the life estate of Reba Hinson?
11 A: No, I didn't. I didn't name them on account of
12 they were the remaindermen because I don't --
13 Q: Well, why did you name them then?
14 A: Because they were in charge of the place when
15 the incident happened.
16 Q: And what had they done or said, to your
17 knowledge, that led you to believe they were in
18 charge of the place? And by the place, we're
19 talking about the neighborhood on Fishing Creek
20 Lake that was run by Reba Hinson before she
21 died, right?
22 A: Well, yeah, it was run by Ms. Hinson before she
23 died.
24 Q: Okay.
25 A: She left nobody in charge so --

3 (Pages 9 to 12)

Page 13

1 Q: Well, what did -- what did the defendants do or
2 say that led you to believe that they claimed
3 to be in charge of that neighborhood?
4 A: Well, Danny Hinson would come around
5 periodically and tell me to get out.
6 Q: All right. Is that it? Anything else?
7 A: And he would say the rest of them was going to
8 help him. Is there something specific -- is
9 there some specific thing you want to know
0 about that other than --
1 Q: All I want you to do is answer my question.
2 I'm --
3 A: I thought I just did.
4 Q: I'm not here to answer your questions.
5 A: I understand.
6 Q: You're here to answer mine.
7 A: All right.
8 Q: Now, so I've asked you what was done or said
9 and you mentioned --
0 A: I didn't just pull them out of thin air.
1 Q: You mentioned the John D. Hinson --
2 A: I didn't say John D. Hinson. I said Danny
3 Hinson.
4 Q: All right.
5 A: Which I think is John D. Hinson.

Page 14

1 Q: You think? You're not sure?
2 A: Well, they all got similar names. But I mean
3 if -- we want to be sure? Let's just call him
4 Danny Hinson.
5 Q: All right. Well, you brought the lawsuit.
6 A: Yes.
7 Q: Is the Danny Hinson you're referring to --
8 A: He's on there.
9 Q: -- the John D. Hinson --
0 A: I think it's John D. Hinson.
1 Q: -- named as a -- okay. Now, has any other of
2 those named defendants ever talked to you and
3 claimed to be in charge of the neighborhood?
4 A: I think Ms. Christine Jones came out there with
5 her mother one day and --
6 Q: You think?
7 A: Well, she did.
8 Q: Did she or didn't she?
9 A: She did.
0 Q: All right.
1 A: I'm just trying to be nice.
2 Q: And she came -- I just want you to answer the
3 question.
4 A: All right.
5 Q: You can be nice and answer the question at the

Page 15

1 same time.
2 A: She was there with her mother one day.
3 Q: And who is her mother?
4 A: I don't know. She's got two names. It's Lois
5 Griffin or Lois Hinson. One or the other.
6 Q: All right. And they came to your house at 1537
7 Hinton?
8 A: Well, they ain't necessarily -- they came out
9 there in the road and talked to me.
10 Q: All right.
11 A: They saw me on the outside.
12 Q: All right. And what did they say to you?
13 A: I don't recollect.
14 Q: Well, did they say we're here because we're in
15 charge of the neighborhood? What did they say
16 to you?
17 A: I don't recollect that. You just asked me had
18 they been out there. I remember them being
19 there.
20 Q: What did they say to you that led you to
21 believe they claimed to be in charge of the
22 neighborhood? And I'm speaking of Christine
23 Jones and her mother, Lois, who apparently you
24 didn't name in here. What did Christine Jones
25 tell you that led you to believe --

Page 16

1 A: Well, Christine Jones would do things like go
2 around and get plumbing fixed. And -- and they
3 would -- apparently, they were in charge of the
4 place. You know, if the pump, water pump tore
5 up, some of them would get it fixed.
6 Q: Did they ever -- did they ever do work at your
7 place?
8 A: No.
9 Q: All right. Where did Christine Jones have
10 plumbing repaired?
11 A: Well, there's a -- the place doesn't have
12 municipal water. There's two pumps out there
13 that have to be repaired every now and then.
14 Q: All right. What property did Christine Jones
15 work on to have repaired, to your knowledge?
16 A: There's a water pump on the Hinton Road that
17 sits right there next to the road they worked
18 on. She didn't physically go there and work
19 on it. She hired somebody to work on it.
20 Q: How do you know she hired somebody?
21 A: Because I saw a big well drilling truck come
22 out there to work on it.
23 Q: How do you know who hired the well dealing --
24 the well drilling --
25 A: Well, I don't really know, you know. That's

4 (Pages 13 to 16)

Page 17

1 what I saw. So, you know, maybe I don't know.
 2 Q: Okay. All right. So actually -- actually you
 3 don't know. You don't -- you can't tell me any
 4 particular statement made by any of these
 5 defendants other than Danny Hinson where they
 6 claim to be in charge of the place?
 7 A: Well, Danny Hinson certainly claimed to be in
 8 charged of it.
 9 Q: Well, you've told me about -- you've told me
 10 about Danny. I'm talking about the other
 11 people now.
 12 A: Well, some of these people I've never met. But
 13 that doesn't mean --
 14 Q: Okay.
 15 A: -- that they're not.
 16 Q: What evidence do you have as we sit here today,
 17 what evidence do you have that Christine E.
 18 Jones is in charge of the neighborhood where
 19 you live?
 20 A: Other than appearances of getting things fixed
 21 --
 22 Q: All right.
 23 A: -- when they need repair. That's, you know --
 24 Q: All right. And you have no evidence that she
 25 contracted with or requested the well driller

Page 18

1 and -- well drillers to be out on the property?
 2 A: Well, I didn't see any documents and I wasn't
 3 involved in it. But, you know, we knew it was
 4 off and they got fixed.
 5 Q: Okay. What about John C. Hinson? What has he
 6 ever done or said in your presence that led you
 7 to believe he claimed to be in charge?
 8 A: Well, he is in charge more or less if Danny's
 9 not there because Danny stays drunk a lot. So
 10 he can't do a lot. But, I mean, he'll -- you
 11 can report the well being out of order to John
 12 C. Hinson and he'll try to do something about
 13 it.
 14 Q: Have you ever reported anything to John C.
 15 Hinson to request a repair?
 16 A: Yeah. The well pump.
 17 Q: So you're the one who requested that the well
 18 pump be fixed?
 19 A: Well, I mean, I was one of them. I mean, when
 20 the water goes off, I think everybody gets to
 21 calling up. And John Hinson is one of the ones
 22 to call.
 23 Q: All right. And why would you call John?
 24 A: Well, he's just right down the street.
 25 Q: I mean, what authority does he have?

Page 19

1 A: I don't know. He just lives there.
 2 Q: All right. Well, why would you call John? How
 3 many people live there in that neighborhood?
 4 A: I don't know.
 5 Q: More than 20?
 6 A: It would be less than 100. I'll put it that
 7 way.
 8 Q: More than 50? Less than 100?
 9 A: It'd be less than 100. I ain't counted them.
 10 Q: All right. Why would you pick John C. Hinson
 11 as the one guy out of over 50 residents to go
 12 report it to?
 13 A: His name is Hinson, and he's sober, and you can
 14 report it to him and he'll try to get something
 15 done.
 16 Q: So there's something magic in your way of
 17 thinking about having the last name Hinson?
 18 A: Not necessarily.
 19 Q: All right. Is there anybody else you would
 20 report anything to other than somebody whose
 21 last name is Hinson?
 22 A: Well, they had another guy out there that's
 23 name is Hinson, but he's not part of these
 24 Hinsons.
 25 Q: Uh-huh (affirmative response).

Page 20

1 A: His name is Mack Hinson, was trying to run the
 2 place at one time.
 3 Q: When?
 4 A: I don't know. Several years ago.
 5 Q: After Reba Hinson's death?
 6 A: Yeah.
 7 Q: Okay. All right.
 8 A: But he's not kin to these folks.
 9 Q: So you named these people because they are
 10 decedents of Reba Hinson; is that why you named
 11 them?
 12 A: No. I named them because they agree with Danny
 13 Hinson to try to run me out of the place.
 14 That's why they're in the lawsuit.
 15 Q: All right. We'll get to that in a minute.
 16 A: Is that a clear enough answer for you?
 17 Q: We'll get there in just a second.
 18 A: I thought I made it clear in the pleadings.
 19 (Defendant's Exhibit Number Five was marked for
 20 identification purposes.)
 21 Q: Exhibit Five. Is that a photograph of that
 22 would be your house on the right there and that
 23 would be Hinton Road on the left side of the
 24 photograph, right?
 25 A: Looks like it.

5 (Pages 17 to 20)

Page 21

1 Q: And then in the center of the photograph
2 there's a shed of some sort.
3 A: Somewhere.
4 Q: Is that -- is that your shed in the center of
5 the photograph?
6 A: No.
7 Q: All right. So that's on the neighboring
8 property?
9 A: That's correct.
10 Q: And I notice it has the number 1539 on it. So
11 that would be the property known as 1539
12 Hinton?
13 A: I guess so.
14 Q: Where that's located?
15 A: I guess so.
16 Q: All right. And then the cover of the shed to
17 the right of the enclosed shed, is that yours?
18 Is that on your property?
19 A: Yeah.
20 Q: It is?
21 A: Yeah.
22 Q: Okay.
23 A: Yes, it is. I mean that's -- I think --
24 there's a fence line. Can you see it? It's --
25 Q: The wooden fence --

Page 22

1 A: Yeah --
2 Q: -- that goes down there?
3 A: -- that's the --
4 Q: And that's on the property line, as far as you
5 know?
6 A: Yeah.
7 Q: All right.
8 A: That building -- that building is on the other
9 lot.
10 Q: Okay.
11 (Defendant's Exhibit Number Six was marked for
12 identification purposes.)
13 Q: Exhibit Six, is that a photograph of the back
14 side of the house where you live at 1537
15 Hinton? That would be the side that faces
16 towards the river?
17 A: Looks like it.
18 Q: All right. And does your lot come down to the
19 fence that is shown across there?
20 A: That's how everybody recognizes it, John Hinson
21 and everybody that has anything to do with it.
22 Q: All right. So the lot that you have out there
23 is between Hinton Road and that fence line --
24 (Phone rang)
25 A: Can I object to this? I mean, it's like I

Page 23

1 can't think with phones going off.
2 Q: Okay. He's leaving.
3 A: Well, he's not.
4 Q: I'll tell him to --
5 A: I mean, and --
6 Q: Yes, sir. You can object. That's fine. Your
7 objection is noted. Okay.
8 A: I mean, if he ain't got time enough to -- I
9 mean, hang on a minute. If he's going to run
10 his phone while he's in here in, he needs to
11 leave the room. It's about like smoking at a
12 deposition.
13 Q: All right. So the lot that you reside --
14 A: Who is that fellow anyway?
15 Q: The lot that -- he's here. He's a member of
16 the -- he's a friend or an acquaintance of the
17 Hinton family. Hinson family.
18 A: Well, can I get him identified when he comes
19 back in here?
20 Q: Yes, sir.
21 A: All right.
22 MR. BRACKETT: Sir, you need to turn your phone off.
23 MR. ADAMS: I apologize.
24 MR. BRACKETT: Okay.
25 MR. ADAMS: I turned it off. I'm sorry.

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1 MR. BRACKETT: For the record, your name is?
2 MR. ADAMS: Gary Adams.
3 MR. BRACKETT: Okay.
4 MR. ADAMS: My fault. I'm sorry.
5 Q: All right. Now, so again, getting back to my
6 question. The property that you occupy sits
7 between Hinton Road and the fence line that is
8 shown there in Exhibit Six?
9 A: That's correct.
10 Q: All right. If I look at the Complaint that you
11 filed in this case, you have alleged what's
12 known as the tort of outrage, right?
13 A: I did.
14 Q: As one of the things. Yes? You allege in
15 paragraph two of the Complaint that Danny
16 Hinson, John D. Danny Hinson in combination
17 with the other listed defendants hired Richard
18 Vann Griffin to move into the neighborhood,
19 correct?
20 A: That's right.
21 Q: All right. Now, who is Richard Vann Griffin?
22 A: A criminal.
23 Q: And when did he move into the neighborhood?
24 A: I don't exactly remember without looking at
25 notes.

6 (Pages 21 to 24)

Page 25	Page 2
1 Q: All right. Well, do the best you can today. 2 When do you think he moved into the 3 neighborhood? 4 A: It was after Ms. Hinson died. 5 Q: All right. Now you say -- 6 A: But not the next day, but sometime after she 7 died fairly quickly because he was -- I don't 8 know exactly, 9 Q: Now, you've alleged that Danny Hinson hired Mr. 10 Griffin -- 11 A: They hired him, moved him in and -- 12 Q: How do you know? 13 A: -- and give him a place to stay. 14 Q: How do you know that he was hired? In other 15 words, are you alleging he was paid to move 16 into the neighborhood? Richard Vann Griffin 17 was paid? 18 A: Well, let me tell you about Richard Vann 19 Griffin. 20 Q: No, sir, just answer my question. Are you 21 alleging that he was paid money -- 22 A: That's what the pleading says. 23 Q: I know what the pleading says. I want to know 24 what your testimony is today. 25 A: Well, I think it's --	1 A: Well, it was obvious that's what it was. 2 Q: No, sir. My question, did anybody tell you 3 that he was paid to move in? Yes or no? They 4 either told you or they didn't. 5 A: Nobody came up to me and told me they hired -- 6 Q: Have you seen a piece of paper signed by any of 7 the defendants that indicates that any of them 8 paid Richard Vann Griffin anything to move into 9 the neighborhood? 10 A: I've not seen any papers. 11 Q: All right. So nobody's told you anything and 12 you haven't seen any documents. Has Richard 13 Vann Griffin told you that he was paid to move 14 in? 15 A: He said he was going to get rid of me. 16 Q: That's not my question. Did Richard Vann 17 Griffin, is it your testimony today -- 18 A: I don't know whether he used those words or 19 not. 20 Q: I'm using -- 21 A: I don't remember -- 22 Q: I'm using the words from your Complaint. Now, 23 did Richard Vann Griffin say to you at any time 24 that he was hired by any of these defendants to 25 move into the neighborhood? He either said --
Page 26	Page 28
1 Q: Which is -- 2 A: -- a verified pleading. 3 Q: Okay. 4 A: Can we leave it at that? 5 Q: No, sir, we can't. You're going to answer my 6 questions today. Now, you've alleged he was 7 hired to move in. What evidence do you have 8 that he was paid in money or services or 9 property or anything else to move into the 10 neighborhood? 11 A: Well, he certainly got paid in services because 12 he got a free place to stay. 13 Q: How do you know he got a free place to stay? 14 A: Because he's a vagrant from the streets over 15 here in Chester. 16 Q: How do you know that he had a free place to 17 stay? 18 A: Because he had no money. 19 Q: All right. How do you know that he did not pay 20 rent? How do know it? 21 A: I knew it. Look -- 22 Q: Anybody tell you that? 23 A: You can tell that from observation. 24 Q: Did any -- no, sir. Did anybody tell you that 25 he was paid to move in?	1 A: He told me -- 2 Q: -- he told you or he didn't. 3 A: He told -- well, I can't answer yes or no on 4 that. If you want to know what he said, I can 5 tell you. 6 Q: You answer my question and then you can explain 7 it. Did Richard Vann Griffin tell you that he 8 was hired to move into the neighborhood? 9 A: No. 10 Q: All right. 11 A: So now -- 12 Q: You can explain your answer if you want to. 13 A: All right. What he did say, that he was mad at 14 Ms. Hinson because he thought somehow in his 15 mind that she owed him money, that he was going 16 to use any means whatsoever to collect, and he 17 was just going to take over the whole Hinson 18 neighborhood and estate with the help of Danny 19 because he said the rest of them didn't seem to 20 know what to do. And he was going to help them 21 out. That's what he told me. Now, whether 22 they was paying one another or not, I don't 23 know. 24 Q: So -- 25 A: But they were in the same combination together.

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1 Q: All right. So --
 2 A: Just like it says in the pleading.
 3 Q: All right.
 4 A: And I didn't hire somebody to write it.
 5 Q: All right. So your testimony is that after
 6 Reba Hinson died, Richard Vann Griffin moved
 7 into the neighborhood and made a statement to
 8 you that he and Danny Hinson together were
 9 going to run the place?
 10 A: Yes.
 11 Q: Is that a fair statement?
 12 A: More or less, yeah.
 13 Q: Did he mention any other of the named
 14 defendants by name?
 15 A: Not by name. But I mean he meant --
 16 Q: All right. So when you said Danny Hinson in
 17 combination with the others, you don't have
 18 evidence that anybody was in combination with
 19 anybody, do you?
 20 A: I may not have it right here today, but the
 21 case is not over yet.
 22 Q: Well, no, sir. You're here today to tell me
 23 what evidence you have. Do you have evidence
 24 as we sit here today that any of the other
 25 defendants had anything to do with Richard Vann

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1 Griffin?
 2 A: It's obvious --
 3 Q: No, sir. Answer my question.
 4 A: Yeah, I do.
 5 Q: It's not obvious. What evidence do you have
 6 that any of the defendants other than John D.
 7 Hinson --
 8 A: Mack Hinson.
 9 Q: You told me -- he's not a defendant, is he?
 10 A: He's not, but --
 11 Q: He's not even a member of the family you said.
 12 A: Well.
 13 Q: I'm talking about the named defendants. What
 14 evidence do you have that any of them had any
 15 sort of arrangement, agreement, understanding
 16 with Richard Vann Griffin?
 17 A: Well, when he first got there, he stayed with
 18 John C. Hinson several nights because he didn't
 19 have any place to stay.
 20 Q: All right.
 21 A: And then finally they found him a vacant house
 22 to put him in.
 23 Q: Okay.
 24 A: But some of the Hinsons live in other parts of
 25 the state. They may not have anything directly

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1 to do with it, but they have meetings and
 2 etcetera. And some of them is in here. And we
 3 got some --
 4 Q: Okay.
 5 A: -- apparently from outside of the family.
 6 Q: So the fact that -- so the fact that Richard
 7 Vann Griffin moved into a property there, in
 8 and of itself, you think is an outrage?
 9 A: No, I'm not.
 10 Q: All right.
 11 A: What's shown on the tape is an outrage.
 12 Q: All right. We'll get to the tape in a second.
 13 A: All right. But yeah, his -- everything he does
 14 is an outrage. He even -- like I'm going to do
 15 some more explaining. You know, when -- which
 16 is not going to take just cut and dried yes or
 17 no answers. He -- he was mad at Ms. Hinson, an
 18 85 or 80 something year old lady, about
 19 thinking that she owed him money. So he would
 20 call crawl up in the middle of the night and
 21 cut big holes in her tires. She'd have to go
 22 buy new tires. And it was Griffin that did it
 23 because they put him in jail for it.
 24 Q: All right. Well, the problem is Reba Hinson
 25 never sued him. Reba Hinson is not a party to

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1 this lawsuit. Now, if I get to your first
 2 cause of action where you say that John D.
 3 Hinson hired Richard Vann Griffin to assault
 4 you and your family by use of extreme and
 5 outrageous conduct. Now, in your first cause
 6 of action, you mention only John D. Hinson.
 7 A: Let me see what you're reading out of there.
 8 Q: It's your complaint.
 9 A: It may be. But I want to see what you're
 10 reading. You're reading out of something. I
 11 need to see it.
 12 Q: I'm reading out of your complaint.
 13 A: Well, can I see it? I didn't bring mine.
 14 Q: Well, I'm sorry you didn't come prepared, but
 15 that's your fault, not mine. There --
 16 A: You're required to show me what documents
 17 you're reading out of.
 18 Q: There it is. There's the complaint. You look
 19 at the first cause of action. I think that's
 20 the bottom of page three or four.
 21 A: I'm glad to know you got these because I just
 22 was -- I was hoping you -- I didn't want you to
 23 say you didn't get them. Another thing I want
 24 to explain to you.
 25 Q: No, sir. You just read -- you just read the

8 (Pages 29 to 32)

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1 complaint and answer my questions.
 2 A: Well, when I get through answering them, I'm
 3 going to explain something for you. Now what's
 4 your question?
 5 Q: All right. The question is the first cause of
 6 action down at the bottom at that page, right
 7 there. You've alleged that John Hinson hired
 8 Richard Vann Griffin to assault you and your
 9 family.
 10 A: That's right.
 11 Q: By use of outrageous conduct.
 12 A: That's what it says.
 13 Q: All right. Now, what evidence do you have that
 14 John D. Hinson hired Richard Vann Griffin for
 15 that purpose?
 16 A: Richard Vann Griffin said that.
 17 Q: When did he say --
 18 A: He said that he was going to work with Danny
 19 and I was going to get gone.
 20 Q: All right. And was anybody else there when
 21 that statement was made?
 22 A: I don't recollect that.
 23 Q: All right. And --
 24 A: But with some more explanation. I mean, we
 25 don't have common law pleading anymore. We

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1 have notice pleading. And all this is notice.
 2 I don't have to put each and every fact in
 3 here.
 4 Q: But you have to -- you have to answer the
 5 questions at a deposition.
 6 A: I'm trying to.
 7 Q: Your pleading can be -- your pleading can be
 8 general. Your answers today need to be
 9 specific.
 10 A: I'm trying to be specific.
 11 Q: All right, sir.
 12 A: But I mean every time we're in court, you seem
 13 to want to revert to common law pleading. That
 14 ain't what we have anymore.
 15 Q: Don't tell me how to practice law, Mr. Woods.
 16 Now, so you've indicated on one occasion
 17 Richard Vann Griffin told you that he was
 18 working with Danny Hinson?
 19 A: That's right.
 20 Q: To run you out?
 21 A: That's right.
 22 Q: All right. Where was that statement made?
 23 A: Out there at the Hinson subdivision somewhere.
 24 I don't remember.
 25 Q: Somewhere? Where?

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1 A: In the street. I didn't let him in.
 2 Q: In front of your house?
 3 A: Probably. But I don't remember exactly.
 4 Q: Probably? Was it or wasn't it? Where was it,
 5 sir?
 6 A: It would have been near there. He would walk
 7 around the neighbor -- Griffin would.
 8 Q: Yeah.
 9 A: Would walk around the neighborhood hollering
 10 and screaming and threatening everybody in
 11 general. Anybody he ran into.
 12 Q: All right. So he wasn't -- he wasn't picking
 13 on you? He was -- he was rude and boorish to
 14 everybody he came in contact with --
 15 A: More or less.
 16 Q: -- is that what you're saying? Okay.
 17 A: But he had singled us out.
 18 Q: Uh-huh (affirmative response). And --
 19 A: Because we appeared to be weaker to him.
 20 Q: Okay. Now, do you have any recording of
 21 Richard Vann Griffin threatening you?
 22 A: We got what's on that tape there.
 23 Q: All right.
 24 A: It looks pretty much like a threat to me.
 25 Q: All right. Other than the videotape that you

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1 produced, have you got anything else?
 2 A: You mean like a audio recording?
 3 Q: You got an audio recording?
 4 A: I'm just saying, is that what you're referring
 5 to?
 6 Q: I'm talking about any kind of recording. I
 7 don't care if it's eight track tape.
 8 A: I got that videotape right there --
 9 Q: Cassette tape.
 10 A: -- that I sent to you, but I don't have
 11 speaking tape.
 12 Q: All right. So all you've got that would have
 13 the voice of Richard Vann Griffin on it is the
 14 tape you produced that we're --
 15 A: That's all I got.
 16 Q: -- that we're going to look at in a minute?
 17 A: Yeah. I don't know if you're going to look at
 18 it or not but --
 19 Q: Now your -- now your allegation is that, again
 20 specifically in cause of action one, John D.
 21 Hinson hired him. You didn't mention any of the
 22 other defendants.
 23 A: I said -- yeah, I did mention them.
 24 Q: All right. Well, you didn't in the --
 25 A: Well, I did.

9 (Pages 33 to 36)

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1 Q: -- cause of action number one.
2 A: Well, somewhere in that complaint they are all
3 mentioned.
4 Q: All right.
5 A: In combination.
5 Q: All right. And I'm going to give you one more
7 chance to tell me what evidence you have that
3 any of these defendants other than John Hinson
3 had an agreement with Richard Vann Griffin that
0 he could move in in return for his harassing
1 you or assaulting you and your family?
2 A: That's what Griffin said.
3 Q: All right. When was the last time you saw Mr.
4 Griffin?
5 A: It was over there at the magistrate court at
6 the jail when they sent him -- when we took out
7 -- we took out a warrant for him.
8 Q: I didn't ask you where. I asked you when.
9 A: I don't know when it was.
0 Q: When was the last time --
1 A: I don't have my records..
2 Q: And would that have been in 2007?
3 A: I don't know. Can I go back and look at some
4 of those exhibits? I saw something in there.
5 Q: Yes, sir. You can look at --

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A: I saw something in there that might -- it might
give an approximate date.
Q: All right.
A: Is that something to do with this case or
something else?
Q: I think that's something you brought.
A: No, I didn't bring anything. I'm going to move
it here out the way. Okay. I ain't going to
mix them up. I'm going to leave them like they
are. You had something there earlier about
Griffin. There was a police report about
Griffin.
Q: It's in there. Let's see. Exhibit Four.
A: I'm trying not to get them mixed up. It's in
this paper here?
Q: Yes, sir. That's part of the stuff you
produced.
A: Yeah. It would have been -- see, this one is
dated 2007. Is that -- is that what -- I mean
this was when we were having trouble with
Griffin.
Q: So you think the last time you would have
actually seen Mr. Griffin would have been in
2007?
A: Thereabout.

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1 Q: All right.
2 A: I thought you'd asked me where I saw him at.
3 Q: Where is he today?
4 A: I have no idea.
5 Q: You don't know how to get in touch with him?
6 A: No. They told me he left the country. But I
7 don't know where he is.
8 Q: All right.
9 A: I mean, they got -- they got a jail sentence
10 for him out there to serve if they ever see
11 him. But he's not shown back up.
12 Q: All right. Let's -- for the record, we're
13 going to pay a video cassette provided to me by
14 Mr. Woods in response to the Request for
15 Production.
16 MR. BRACKETT: If y'all want to see this, you can
17 come around and stand behind me if you want to
18 watch it.
19 Q: And I may pause this at various places to ask
20 you some questions while we're going through
21 it.
22 (At this point, videotape was started.)
23 MR. GRIFFIN: Let me tell you something, I'm
24 going to the cops tomorrow and I'm going
25 to sign a warrant and your ass will be in

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1 jail tomorrow night.
2 Q: I'm going to restart it. Hold on a second.
3 Now, was this tape made by you, Mr. Woods?
4 A: Yes.
5 Q: You're the person who had the video camera?
6 A: Yes.
7 Q: All right. And I notice the -- there's a date
8 in the bottom. Is that the date that it was
9 actually recorded? You'll see it in a second
10 here.
11 A: Probably, but sometimes the video recorder is
12 off a day or two.
13 (Tape playing)
14 MR. GRIFFIN: And you can (inaudible) if you
15 want to. Let me tell you something. I'm
16 going to the cops tomorrow and I'm going
17 to sign a warrant and your ass will be in
18 jail tomorrow night.
19 Q: Now, did that tape start at the right place?
20 I mean, that was where you started the
21 recording?
22 A: I mean, let me tell you -- can I -- you don't
23 want explanations or do you?
24 Q: I just want you to answer my question.
25 A: There's two parts to the tape.

10 (Pages 37 to 40)

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1 Q: Yes, sir. 2 A: He came in the middle of the night one time and 3 -- that night scene. 4 Q: Okay. 5 A: And then he -- and then we called the police. 6 Q: Right. 7 A: And they told us to go over here and see what 8 we can do about getting a warrant for him. 9 Q: Okay. 10 A: The next day. 11 Q: All right. 12 A: See, you have to come up here to Chester to get 13 that done. 14 Q: Right. 15 A: We come over here and they issued a warrant for 16 him. And then when we got back out there, then 17 the daylight portion takes over, which would be 18 the next day. I don't know about the exact 19 dates being printed on there, the machine does 20 that -- 21 Q: Okay. 22 A: -- but they're approximate. 23 Q: Okay. 24 A: I think it did say 2007, didn't it? 25 Q: It had -- we'll look at it again here. I just	1 A: It's 2007. I need to see records about the 2 exact day. 3 (Tape playing) 4 MR. GRIFFIN: So get your ass out here before 5 one o'clock. You better (inaudible) in 6 your fake cop car. Wanna be cop. 7 Q: All right. That's the end of the first one. 8 Now, were any of the defendants with Vann 9 Griffin that night? 10 A: I didn't see any of them. 11 Q: And you didn't hear any of them either, right? 12 A: I don't know if Danny would have been with him 13 or not. But it's -- 14 Q: Did you -- 15 A: The only one I got on tape is Griffin. 16 Q: Did you see or hear Danny Hinson at the same 17 time that you were recording Mr. Vann Griffin? 18 A: No. 19 Q: All right. And as I heard what Mr. Vann 20 Griffin said, he didn't mention anybody's name. 21 He didn't mention Danny Hinson or any of the 22 other defendants, did he? 23 A: I don't think he did right then, but he had 24 previously. 25 Q: All right. But on the tape you've given me, he
Page 42	Page 44
1 want to make sure. 2 A: Well, I mean I was just -- 3 Q: Well, I just want to -- 4 A: There's two parts of the tape. 5 Q: I understand. 6 A: It's a -- 7 Q: The first at night. 8 A: -- night scene -- 9 Q: Yes, sir. 10 A: -- and then there's a daytime scene. 11 Q: And they are on consecutive days? 12 A: That's right. One was at the night before, and 13 then one was the next day, I think. 14 Q: All right. So let's -- 15 (Tape playing) 16 MR. GRIFFIN: Because you're going to jail. 17 Q: That's Richard Vann Griffin talking? 18 A: Yes, sir. 19 (Tape playing) 20 MR. GRIFFIN: I hate you. You're the worst kind of 21 criminal hiding behind a (inaudible) door with 22 a flashlight. And you've got kids in there. 23 You damn creep. 24 Q: Now, it says December 10, 2007. That's -- as 25 best you can tell?	1 doesn't mention any of the Hinsons? 2 A: Well he's obviously drunk. 3 Q: He is obviously drunk. I was going to ask you 4 that. So you admit that he was drunk? 5 A: I don't need to admit anything. I mean, the 6 tape speaks for itself. 7 Q: All right. Do you -- do you dispute that he 8 was drunk at the time you recorded him at -- 9 A: No, I -- 10 Q: -- that night? 11 A: I assert he was drunk. 12 Q: All right. 13 A: Yeah. 14 Q: So he's out there by himself, as far as you can 15 tell? 16 A: I wouldn't come out, you know. 17 Q: As far as you know? 18 A: As far as I know he was by himself, but it was 19 dark. 20 Q: Thank you. All right. Let's continue. I'm 21 going to hit play again. Now, that's Mr. Vann 22 Griffin there now in the daylight without a 23 shirt? 24 A: That's right. 25 Q: All right. And he is in Hinton Road in front

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1 of your house?
 2 A: I think that's where that is. Yeah.
 3 (Tape playing)
 4 Q: Are you filming through the front door?
 5 A: Yes.
 6 Q: Is that your dog barking?
 7 A: Yes.
 8 MR. GRIFFIN: (Inaudible.)
 9 Q: Now, who's filming now? You just stepped out
 0 the door.
 1 MR. GRIFFIN: And this little video camera
 2 thing you're doing - come on out here big
 3 bad boy. Pull a gun on me again. You're
 4 going to jail tomorrow night. I wish
 5 you'd walk out here in the street, I'd
 6 stomp your ass. You don't know who you're
 7 fucking with. You done picked the wrong
 8 God damn guy to fuck with. What's that
 9 going to do for you? Hey, how about this?
 0 You've got your children involved in a
 1 crime. That speaks volumes for your
 2 intelligence. (Inaudible) You done
 3 fucked up, boy, you're going to jail
 4 tomorrow night because I'm taking a
 5 warrant out, me personally and I'm the guy

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1 that's going to put your ass in jail
 2 tomorrow night. 5:30 at the magistrate's
 3 office. You'll be in jail by eight
 4 o'clock. Hey, you think I'm joking, call
 5 the cops and ask them. I had them over
 6 here earlier this morning about you. The
 7 supervisor. That little whore you got for
 8 a daughter there, you ought to give her
 9 something better to do. (Inaudible.)
 0 Q: All right. Is that the entire recording you
 1 provided?
 2 A: No, it's some more.
 3 MR. GRIFFIN: (Inaudible.) Fire starter.
 4 Q: Okay. And for the record, he's now in front of
 5 your house with a leaf blower?
 6 A: That's what it is, I think.
 7 Q: All right. And how much time passed between
 8 the time when he walked away saying he was
 9 going to have you arrested by 5:30 or whatever,
 0 and then when he comes back with the leaf
 1 blower. How much time passed?
 2 A: Not long. It was time enough to go down there
 3 and get the leaf blower and turn around and
 4 come back.
 5 Q: Okay.

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1 A: It was almost immediately.
 2 Q: All right.
 3 A: It looks to me like.
 4 Q: All right. We'll continue.
 5 (Tape playing)
 6 MR. GRIFFIN: Come and get me. Understand,
 7 come and get me. Come on bad boy. Come
 8 and get me. (Inaudible.) Fuck you, fire
 9 bug.
 10 Q: Is that it now?
 11 A: That was all of it.
 12 Q: Okay. Now in the second part of the tape there
 13 where the daylight, the daylight portion, there
 14 are -- I didn't see anybody in the Hinson
 15 family being filmed. Nobody in the Hinson
 16 family was around, right?
 17 A: I didn't see any of them.
 18 Q: And he didn't mention anybody in the Hinson
 19 family by name as causing him to be there doing
 20 what he was doing, right?
 21 A: Not right then. But he told me previously
 22 that's what he was going to do.
 23 Q: All right. And so, but for purposes of the
 24 tape, you don't have him on tape saying I'm
 25 here because the Hinsons have hired me, the

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1 Hinsons have encouraged me, the Hinsons have
 2 done anything, right?
 3 A: Well, they were giving him a place to stay.
 4 Q: Giving him a place to stay.
 5 A: Yeah.
 6 Q: And that -- so they -- so you think the Hinsons
 7 are responsible for whatever he does or doesn't
 8 do --
 9 A: Well --
 10 Q: -- because he had a place to stay?
 11 A: They claim to be the landowners. So under that
 12 theory they would be responsible for people
 13 like that that they move in out there.
 14 Q: Now, he referred to you twice there as a
 15 firebug or something. Having something to do
 16 with a fire. Had you had any sort of run in
 17 previously with Mr. Vann Griffin over a fire?
 18 A: No.
 19 Q: So that -- you have no clue where this idea of
 20 your being a firebug came from?
 21 A: I don't know what he meant by it.
 22 Q: All right. When you -- now, when did you go to
 23 the sheriff's department?
 24 A: Well, I didn't really go. We called them -- we
 25 called some -- can you give me just a second to

12 (Pages 45 to 48)

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1 change my tape over?
 2 Q: Sure.
 3 A: I'll start over. During the night portion of
 4 the tape, we called some road patrolmen out
 5 there to try to catch him. But he had already
 6 gone and got back in the house that they gave
 7 him, furnished him and was piled up down there
 8 passed out drunk, I guess. They just didn't
 9 bother him down there because they did -- they
 10 said they didn't see it. So they told me to do
 11 something about it. But they did look at the
 12 tape.
 13 Q: Okay. And did you call the police after the
 14 next incident the following day?
 15 A: Yes.
 16 Q: And did they come out again?
 17 A: Yes. They came out and hauled him off to jail.
 18 Q: And so they actually arrested him that time?
 19 A: Yes.
 20 Q: All right. Now, you filled out a complaint?
 21 A: Well, they had an outstanding warrant for him
 22 at that time.
 23 Q: Did you fill out a complaint about his behavior
 24 the night before and his behavior the day, or
 25 the day of the arrest?

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1 A: Well, if you talk about complaint by reporting
 2 it TO them and swearing out a warrant for him,
 3 I guess that's a complaint. Is that suitable
 4 for you?
 5 Q: All right. That's fine. However it happened.
 6 A: I didn't write out a narrative, the police did
 7 --
 8 Q: Okay.
 9 A: -- based on what we told them. And I furnished
 10 you the --
 11 Q: Yes, sir.
 12 A: -- police reports, I think.
 13 Q: And did you put the name of any of the Hinsons
 14 on that documentation?
 15 A: I don't think I did.
 16 Q: I don't think you did either. Your only
 17 complaint was against Mr. Vann Griffin. Where
 18 was Mr. Vann Griffin living, at what address
 19 when he was -- when he was in the neighborhood?
 20 A: I don't know the exact address, but you could
 21 see it. It's a white building that overhangs
 22 the lake down there. I don't know the exact
 23 number of it. But it's a building they
 24 furnished him to stay in.
 25 Q: How do you know they furnished it for him to

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1 stay in?
 2 A: Well, that fellow, Mack Hinson, I talked to him
 3 about him, and he said that he was not going to
 4 be there too much longer and for us just to try
 5 to put up with him, etcetera.
 6 Q: Who is Mack Hinson?
 7 A: Well, Mack Hinson is somebody who's not these
 8 Hinsons. He's from another Hinson family clan.
 9 And he married, I think, Ms. Lois Griffin. And
 10 he was right after Ms. Hinson -- or he had
 11 already moved into Ms. Hinson's house before
 12 she died. And that's what some of this stuff
 13 was caused by. I mean, he was trying to take
 14 over the estate and run the place and --
 15 Q: So he was -- he was Lois Griffin's husband?
 16 A: I think. Does anybody know different?
 17 Q: And he would -- well, you don't get to ask the
 18 questions.
 19 A: Well --
 20 Q: I'm sorry. And he would have been Christine
 21 Jones' stepfather?
 22 A: I guess you would call it like that. He
 23 married Ms. Griffin, who was Christine Jones'
 24 mother.
 25 Q: Does Mr. Mack Hinson still live in the

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1 neighborhood?
 2 A: No. I don't think he ever lived out there.
 3 Q: Where is he now; do you know?
 4 A: I don't know. He's in -- he doesn't live
 5 there. He lives around. I -- I saw him the
 6 other day with his --
 7 Q: Is it your testimony that Mack Hinson told you
 8 that the Hinson family hired Richard Vann
 9 Griffin to --
 10 A: I didn't say Mack Hinson said that. I said
 11 Richard Vann Griffin said that.
 12 Q: All right. I'm asking you did Mack Hinson ever
 13 tell you anything of that nature?
 14 A: No.
 15 Q: Did he ever tell you the Hinson family has
 16 furnished a house for Richard Vann Griffin to
 17 live in so it will be convenient for him to
 18 harass you?
 19 A: Well, I don't know if they -- if they furnished
 20 a house so it would --
 21 Q: I'm just asking --
 22 A: -- be convenient for him or not. I don't know
 23 what the intent was, but he it was there.
 24 Q: I'm asking you --
 25 A: And he was staying in a free house.

13: (Pages 49 to 52)

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1 Q: Did Mack Hinson say that to you? That's all
2 I'm asking.
3 A: No.
4 Q: Did he tell you that?
5 A: No.
6 Q: All right. Did he ever tell you who furnished
7 the house?
8 A: I don't think he did, no.
9 Q: So a lot of the stuff you testified to, you've
10 sort of filled in a whole lot of blanks, right?
11 A: Not necessarily because I -- I'm there. I get
12 to observe.
13 Q: Yes, sir. I'm going to -- let's do this here.
14 Find the right one.
15 MR. BRACKETT: Ms. Court Reporter, we're going to
16 mark this as an exhibit and you -- I'm going to
17 let you be the custodian of that for now.
18 (Defendant's Exhibit Number Seven was marked for
19 identification purposes.)
20 Q: For the record, we've marked as Exhibit Seven
21 the video cassette tape that we just viewed
22 that you had provided to me. Okay.
23 A: Not for free now. You asked for it, remember?
24 Q: Oh, I understand. You produced it in response
25 to the Request for Production.

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1 A: I mean, I ain't trying to advertise the tape.
2 I just wanted to point that out.
3 Q: Now, Mr. Woods, isn't it -- isn't it true that
4 you first moved to the Hinson neighborhood, the
5 Reba Hinson neighborhood, we'll call it, in
6 2002?
7 A: Could have been that year. I forget exactly
8 which year it was.
9 Q: Now, you've told us previously that -- that you
10 never lived in South Carolina before you moved
11 into that neighborhood.
12 A: No.
13 Q: Right? That's what you told us before.
14 A: Not to my recollection, no.
15 Q: All right. And we have -- I showed you this
16 previously in a different case, but we'll go
17 over it again now.
18 (Defendant's Exhibit Number Eight was marked for
19 identification purposes.)
20 Q: We've marked this as Exhibit Eight to this
21 deposition. Do you recognize that as being a
22 document that you and Reba Hinson signed dated
23 May the 6th, 2002?
24 A: It's got Ms. Hinson's signature on it. And it
25 looks like my signature.

1 Q: All right. And it says that the two of you
2 have agreed to a lease today, the lease agreed
3 to today, and you can renew it if you want to,
4 right?
5 A: That's more or less what this piece of paper
6 says. But this is not the only piece of paper.
7 Q: All right. We're talking about this one right
8 now. And it says you can remove the building
9 if you want to.
10 A: That's what this piece of paper says.
11 Q: All right.
12 A: But this is not -- this was brand new and --
13 and early on.
14 Q: Well, and so --
15 A: You want it out here?
16 Q: -- this is -- yes, sir. You can put it on the
17 stack. And it says 1537 North Hinton Road.
18 Now, is that what we now call 1537 Hinton Road?
19 This document related to the property --
20 A: Yeah, it's the same property we're talking
21 about. Yeah.
22 Q: Okay. All right.
23 A: I don't know why it says north on it.
24 Q: And at the top of the page in handwriting it
25 says \$951, water added. Was that the amount of

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1 your annual lease payment, \$951?
2 A: It was initially. But I'm telling you, there's
3 some more papers to go with this. I mean,
4 you're using this out of context.
5 Q: No, sir. I'm just -- you just hold on. Just
6 answer my questions. All right. Now so you --
7 it's the case, isn't it, you lease this
8 property from Reba Hinson on May the 6th, 2002,
9 and agreed to pay her \$951 a year, right?
10 A: It wasn't to start with, but we changed it
11 later.
12 Q: Okay. So as of May the 6th, 2002, you were a
13 tenant, Reba Hinson was a landlord, and you
14 were paying her \$951 per year, correct?
15 A: That's what that receipt says.
16 Q: All right. And anything about this receipt
17 that was inaccurate at the time it was signed?
18 A: On that day, it was accurate. But I'm telling
19 you --
20 Q: All right.
21 A: -- there was more agreement having to do with
22 this later.
23 Q: All right. Well, you tell me about that then.
24 What sort of agreement came later that altered
25 your ten year lease?

14 (Pages 53 to 56)

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1 A: Well, you got another document there for me?
 2 Q: No, sir. I want you to tell me what happened.
 3 A: All right. I went back and talked to her and
 4 told her that -- that that building appeared to
 5 be attached to the ground and was probably part
 6 of the real estate and it would be really hard
 7 to move. And this is the deal we had. She
 8 said if I wanted to keep paying that amount
 9 that I could pay it. And then at the end of
 10 the ten years that she would sell it to me.
 11 But I had to pay double in everything I'd paid
 12 in. So in other words, if I paid that much,
 13 she would put ten times that and then double
 14 it. And she said she would sell me what the
 15 small amount of land where that building was.
 16 And you got -- I mean and --
 17 Q: Do you have anything in writing signed by Ms.
 18 Hinson where she agreed to sell you that land?
 19 A: I saw her write it -- make some notes about it
 20 and write it and put it in her records.
 21 Q: Do you have anything in writing signed by Mrs.
 22 Hinson where she obligated herself to sell 1537
 23 Hinton Road to you?
 24 A: Not today.
 25 Q: Have you ever had anything in writing signed by

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1 Reba Hinson where she offered to sell 1537
 2 Hinton?
 3 A: Well, let me -- let me explain. During that
 4 time period, everybody didn't have copy
 5 machines, and she didn't have one. She used
 6 carbon paper. And she said she had run out of
 7 carbon paper and she would get me, or try to
 8 get me a photo copy and send it to me. I can't
 9 remember if she sent it to me or not.
 10 Q: So --
 11 A: Because I mean, I didn't go down there every
 12 day and bother her about this because, I mean,
 13 you didn't need to. If she told you something,
 14 that's what it was. I mean, she's not going
 15 to change her mind.
 16 Q: So the answer to my question is you don't have
 17 a piece of paper signed by her, a writing
 18 signed by Reba Hinson offering to sell you 1537
 19 Hinton?
 20 A: Not with me. I ain't saying such a piece of
 21 paper don't exist because I think she did mail
 22 me something about it.
 23 Q: All right.
 24 A: I don't know where it is. I've got like boxes
 25 of records and --

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1 Q: You have been doing battle with the Hinson
 2 family now for about two years?
 3 A: I don't want to call it a battle. That ain't
 4 what it is.
 5 Q: All right. If you had --
 6 A: Can you use another term?
 7 Q: If you had a piece of paper that obligated
 8 these people to sell property to you, you would
 9 have it by now, wouldn't you?
 10 A: Not necessarily.
 11 Q: Not nec -- where would it be, Mr. Woods, that
 12 you hadn't been able to put your hands on it
 13 yet?
 14 A: Well --
 15 Q: Are you familiar with the statute of frauds?
 16 A: I've heard of it.
 17 Q: Real estate transactions have to be in writing?
 18 A: They do. And this one was in writing.
 19 Q: But you don't -- you can't produce a writing
 20 for me, can you?
 21 A: Well, if you -- if you can get her records,
 22 it'll be in there.
 23 Q: All right. Now, when was that agreement
 24 reached with Ms. Hinson that --
 25 A: About a year after that. The next time I went

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1 down there and told her, you know, that it just
 2 --
 3 Q: So in 2000 -- roughly the mid-2003?
 4 A: Somewhere along in there.
 5 Q: All right. Now, tell me --
 6 A: I mean --
 7 Q: Tell me again how -- how the agreement that's
 8 described on Exhibit Eight, how that agreement
 9 changed the next year.
 10 A: She said that I could keep paying what we
 11 agreed on, but it would be counted as part
 12 payment on purchase if I wanted to purchase it
 13 at the end of the ten years. But she didn't
 14 want people coming there and moving out after
 15 two or three years and this and that and the
 16 other. And she told me go there and fix that
 17 house up and -- and I could buy it for that
 18 amount.
 19 Q: Okay.
 20 A: Regardless of how much I put in it to fix it
 21 up.
 22 Q: All right.
 23 A: Because it was in bad repair to start with.
 24 Q: So it changed from a lease to a lease with
 25 option to purchase?

15 (Pages 57 to 60)

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1 A: I guess you can call it that. But I don't know
 2 exactly how she wrote it in her notes. I saw
 3 her write it down.
 4 Q: All right. And so if you paid \$951 a year for
 5 ten years, you would have paid \$9,500?
 6 A: Thereabout.
 7 Q: And it's your testimony that at the end of the
 8 ten year period for that \$9,500, you were
 9 supposed to get a deed from Reba Hinson?
 10 A: No, that ain't what I said. I -- I just --
 11 it's on the tapes here if you want to listen to
 12 it. I said that she made me the deal that I
 13 could buy it for double the amount I had paid
 14 in as an extra payment.
 15 Q: All right. So you would have to pay \$18,000 --
 16 A: Yeah.
 17 Q: -- and some change?
 18 A: Yeah.
 19 Q: Okay. Now, do you have any paper where you
 20 gave Reba Hinson notice or anybody else in the
 21 Hinson family that you were exercising the
 22 option, and you were going to buy the property?
 23 A: Well, there's nobody to give anything like that
 24 to because now the Hinson heirs claims that she
 25 never owned any of the property, which they're

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wrong. But that's what they're claiming now.
 1 Q: All right.
 2 A: The life estate for it.
 3 Q: Okay.
 4 A: So, and you characterized it as a battle. I
 5 mean, it's just been a disorganized mess for
 6 several years. But I'm not battling anybody.
 7 Except I don't appreciate people like Griffin.
 8 Q: All right. Now, in the second cause of action
 9 you've alleged in your complaint; you allege
 10 malicious prosecution, that there was an
 11 eviction proceeding filed against you in 2010
 12 in magistrate's court. And that there was no
 13 probable cause to institute that proceeding.
 14 You think it was done out of malice. And so
 15 you allege all these defendants engaged in
 16 malicious prosecution. Is that a --
 17 A: Well, they signed their names to it, I guess,
 18 or their names was on there.
 19 Q: All right. But you allege that they had no
 20 probable cause and that they did it out of
 21 maliciousness?
 22 A: Can I explain to you --
 23 Q: Yes, sir.
 24 A: -- the exact reason?

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1 Q: Uh-huh (affirmative response).
 2 A: They're trying to proceed on the theory that
 3 they're the owners under her life estate, which
 4 is not true.
 5 Q: All right.
 6 A: It's my position and I've told you about this.
 7 And you -- they just -- they don't have --
 8 until they're full owners of the property, they
 9 don't have anybody -- they don't have any
 10 reason to evict anybody.
 11 Q: All right. Now, as we sit here today, you
 12 admit you do not own the property at 1537
 13 Hinton Road? You have to admit that, don't
 14 you?
 15 A: Not today. But I need to explain that, too.
 16 Q: You can explain it.
 17 A: I mean nobody owns anything out there today.
 18 Q: Nobody owns it? That property has no owner?
 19 Is that your position?
 20 A: That's right.
 21 Q: All right.
 22 A: The Hinsons don't own it because the probate
 23 case is incorrect.
 24 (Defendant's Exhibit Number Nine was marked for
 25 identification purposes.)

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1 Q: All right, sir. Let me show you what I've
 2 marked as Exhibit Nine. You recognize this as
 3 being the last Will and Testament of Levie or
 4 Levie Hoyt Hinson?
 5 A: That's Mr. Hinson.
 6 Q: Yes, sir.
 7 A: I've seen it before.
 8 Q: That's Reba Hinson's -- that was Reba Hinson's
 9 late husband.
 10 A: I see it appears to be a copy from the -- from
 11 the Probate Court?
 12 Q: Yes, sir. I mean you've seen this in the
 13 Probate Court's records, haven't you?
 14 A: It's over there.
 15 Q: And this was -- this was the Last Will and
 16 Testament of Mr. Hinson that was probated in or
 17 about 1986 or '87 when he died, right?
 18 A: I don't know if he died in '86 or '87. The
 19 Will was made in -- it was probated in '86 or
 20 '87. I don't know what year he died.
 21 Q: Okay. But it was probated in the mid '80s?
 22 A: Yeah. I mean, you know, he could have died
 23 earlier and she probated it when she got around
 24 to it.
 25 Q: And that doesn't matter.

16 (Pages 61 to 64)

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1 A: I don't know when he died. That's one thing I 2 noticed the other day. I need to find that 3 out. 4 Q: And -- 5 A: Do you know, do you -- well, you said I can't 6 ask questions. I'll find out. I don't know 7 when he died. 8 Q: All right. Now, do you see that -- I want to 9 ask you to go down to item II -- 10 A: Item II, you want to talk about the bodily 11 heirs forever. 12 Q: It says, Mr. Hinson provides that he is leaving 13 to his wife Reba Hinson all of the real estate, 14 in fee simple, as long as she lives then to our 15 bodily heirs forever. 16 A: Yes, sir. I see that. 17 Q: That's the language in his Will, correct? 18 A: I see it. 19 Q: And the real estate he refers to in Item II 20 includes the property at 1537 Hinton Road, 21 right? 22 A: There needs to be a bunch of explanation for 23 that answer. 24 Q: Just answer my question. The real estate that 25 he's referring to in Item II includes 1537	1 on her typewriter. 2 Q: The Will says what it says. I just want you -- 3 that is -- you'll agree that is a copy of Mr. 4 Hinson's last Will that was probated in Chester 5 County? 6 A: It is. 7 Q: Okay. You can add it to the stack there. 8 A: But it did not leave a life estate to Ms. 9 Hinson. 10 Q: Well, unfortunately for you, sir, that's not 11 your decision to make. 12 (Defendant's Exhibit Number Ten was marked for 13 identification purposes.) 14 Q: Exhibit Ten. You recognize this as being an 15 Order of the Chester County Probate Court in 16 the Estate of Mr. Hinson, the same estate that 17 this Will was probated in? 18 A: I see it. 19 Q: All right. And you've seen this Order before 20 today, right? 21 A: I've seen it. 22 Q: And it says that in this Order the probate 23 judge, and this Order is dated October the 15th 24 of 2007. The probate judge said Item II of Mr. 25 Hinson's Will appears to leave a life estate to
Page 66	Page 68
1 Hinton Road? 2 A: It does, but I still need to explain. 3 Q: All right. Go ahead. Whatever you want to 4 explain. 5 A: All right. What it says, he left it to her in 6 fee simple. And I furnished you -- 7 Q: As long as she lives then to our bodily heirs 8 forever. 9 A: No, that part -- that part don't count 10 according to the case law. 11 Q: Okay. 12 A: Where it says fee simple, he vested that land 13 in her. She can sell it. She can do anything 14 she wants to with it. You don't read that 15 other part. 16 Q: All right. 17 A: It's called super added words. And you told me 18 you know what they are. 19 Q: Yes, sir. I understand. 20 A: But you're here today trying to make out 21 something that's not in here. I know it's 22 written in there, but that's not what they 23 mean. 24 Q: Okay. 25 A: And on top of that, Ms. Hinson drew this Will	1 Reba Hinson of all of the real estate and then 2 to the bodily heirs forever. You see that, 3 right? 4 A: I see it. 5 Q: And so the probate judge confirmed, for 6 purposes of this proceeding, that Reba Hinson 7 had a life estate, and then she went on -- the 8 judge then went on to determine who the 9 remainder -- who the remaindermen were who 10 would take the property upon the death of Reba 11 Hinson. 12 A: I don't agree with that. 13 Q: Well, I mean, that's what the Order does. I'm 14 not asking you to agree with the -- 15 A: Well -- 16 Q: -- outcome of the case. 17 A: I got that. You're doing this. I mean, you're 18 just taking it out of context. This Order was 19 written by Ned Gregory, II. When I -- 20 Q: I don't care who wrote it. The question is who 21 signed it, Mr. Woods? 22 A: The judge signed it. 23 Q: Who signed it? 24 A: But he's been manipulating her court the whole 25 time.

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1 Q: Okay.
 2 A: And I've already filed some papers to attack
 3 this. And I'm going to -- and if it takes it,
 4 I'm going to go over there and file some more
 5 specifically about this because this Order here
 6 is obtained by fraud.
 7 Q: All right. And I understand that's your
 8 position.
 9 A: All right. I just don't want to go by and you
 10 say that I'm saying something else now.
 11 Q: All right.
 12 A: This Order is not what the paper is written on.
 13 Q: Okay.
 14 (Defendant's Exhibit Number Eleven was marked for
 15 identification purposes.)
 16 Q: I'm going to show you Exhibit 11. Have you
 17 personally done a title search of the property
 18 out there in the neighborhood? You seem to
 19 know a lot about the state of the title and
 20 real estate law. Have you done a title search
 21 on the property that --
 22 A: There's no -- there's no way to do a title
 23 search on that particular property because it's
 24 never been -- it's never been split up into
 25 lots. I mean, it's a whole partial that --

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that -- that they bought from Duke Power, I
 think. Or some of it came from Duke Power.
 It's on the -- it's in the --
 Q: So is it your testimony today that that
 property is incapable of being searched through
 the Chester County deed books? It can't be --
 A: It's in the deed books. It's in the deed
 books. But I mean, but you're showing me a tax
 --
 Q: No, sir. I haven't asked you anything about it
 yet. I'm asking you have you done a title
 search to determine what appears in the Chester
 County records regarding the ownership of the
 property?
 A: I've looked at some of the deeds. But I
 wouldn't call it 100 percent title search.
 Q: All right. Have you looked at anything other
 than some of the deeds?
 A: I have seen some of the stuff at the tax
 assessor office, but it's totally inaccurate.
 I mean, they can't get anything right there.
 Q: So the -- everybody in county government --
 A: No, that's not it.
 Q: -- concerning this property is incompetent?
 You're the only person who knows?

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1 A: No, that's not it at all.
 2 Q: Okay. Do you recognize --
 3 A: I'll go by what's in the deed room in this
 4 courthouse, but not the tax assessors.
 5 Q: All right. Do you recognize the documents that
 6 are --
 7 A: Because I mean, since you brought it up, can we
 8 talk about tax assessor some more?
 9 Q: No, sir.
 10 A: You don't want to talk about that?
 11 Q: I want to talk about what I've handed you as
 12 Exhibit 11. Have you seen those documents
 13 before today?
 14 A: I've never seen this document. Does it got my
 15 name on it or something?
 16 Q: It's a -- well, it's got Reba Hinson's name on
 17 it. And it has tax map numbers that refer it
 18 to --
 19 A: Well, I mean, it's a computer printout. I
 20 didn't print it out.
 21 Q: And --
 22 A: And it's not anything I furnished to you, is
 23 it?
 24 Q: And I'll represent to you that these are tax
 25 receipts on file kept in the Chester County

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1 office indicating that for tax years 2002,
 2 2003, 2004, 2005 and 2006 and 2007, the
 3 property out there was shown, as far as Chester
 4 County tax records are concerned, as being
 5 owned by Reba Hinson life estate. Were you
 6 aware of that?
 7 A: I've seen it listed like that. But they don't
 8 know what a life estate is.
 9 Q: Yes, sir. Okay.
 10 A: The tax assessors don't. Can I put this in the
 11 pile?
 12 Q: Yes, sir, please. Who do you claim owns the
 13 property right now?
 14 A: If get through completing the property I made
 15 with Ms. Hinson and paying the money, then I'll
 16 own it.
 17 Q: Well, you don't own it yet. My question is who
 18 do you claim as of this minute owns the title
 19 to that neighborhood out there, including 1537
 20 Hinton Road?
 21 A: No, one.
 22 Q: Nobody owns it?
 23 A: That's right.
 24 Q: Okay.
 25 A: Because this probate case is so messed up.

18 (Pages 69 to 72)

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1 Q: That's an interesting concept, Mr. Woods, that
 2 real estate that size could have no owner.
 3 A: You've got some purported owners that came
 4 through that bogus --
 5 Q: I'm not asking for purported owners. I'm
 6 asking who do you claim --
 7 A: I'm not claiming anybody owns it.
 8 Q: All right. And you're claiming you have a
 9 contract with Reba Hinson?
 10 A: That's right.
 11 Q: That would sell -- that would result in that
 12 property being sold to you, 1537 --
 13 A: Not the whole place.
 14 Q: -- 1537 --
 15 A: Just the little place where the house sits.
 16 Q: All right. Now, you're mentioned in other
 17 proceedings in this case that you're interested
 18 in if you have to leave, you want to take the
 19 house with you.
 20 A: I didn't --
 21 Q: Do you want to take the house with you?
 22 A: I didn't say that because the house is part of
 23 the real estate.
 24 Q: Are you claiming today that you have some right
 25 that if your lease is terminated and you're

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1 required to leave, that you have some right to
 2 take the house with you?
 3 A: No.
 4 Q: All right. So the house stays where it is and
 5 your rights are determined by whatever you can
 6 prove, right?
 7 A: Well, I mean the law on it is that if it's
 8 attached to the ground, it's part of the real
 9 estate.
 10 Q: All right. Now if the -- would you agree with
 11 me that if the Probate Court is correct, and if
 12 Ms. Reba Hinson had a life estate, then any
 13 lease agreement you had with her terminated
 14 when she died?
 15 A: I need to explain that one too because my
 16 position is that the Probate Order is not
 17 correct and it's also under appeal. And until
 18 it's over, no one knows.
 19 Q: That Probate Order, Exhibit Ten, sir, is not
 20 under appeal.
 21 A: That's not the one that we -- that we are
 22 appealing now?
 23 Q: No. This is in Mr. Hinson's estate. No, sir.
 24 That Order -- that Order --
 25 A: All right.

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1 Q: -- has been over there now since 2007. Nobody
 2 appealed it.
 3 A: But it's still a bogus Order --
 4 Q: Bogus Order.
 5 A: -- and it's a product of extrinsic fraud.
 6 Q: All right.
 7 A: And if that's true, I'll go over there and
 8 start attacking this one.
 9 Q: Okay. But as we sit here today, if we assume
 10 that Reba Hinson had a life estate --
 11 A: I'm telling you, she didn't have a life estate.
 12 Q: I'm not -- I know your position. But if we
 13 assume for purposes of this question that all
 14 she had was a life estate you're --
 15 A: She didn't have a life estate because she wrote
 16 the document and she copied it out of another
 17 document, and she never meant to say that. And
 18 you've got people like Ned Gregory, II who come
 19 around and get twist stuff up, and get -- she
 20 had the whole thing worked out where it would
 21 have over in six months if they would have gone
 22 by her Will and the plats that she paid to get
 23 drawn up. That's all they needed to do. And
 24 that's been going on four or five years.
 25 Q: Yes, sir.

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1 A: And it's just -- and it's their fault. Not Ms.
 2 Hinson's fault.
 3 Q: Right. And if you can't -- if you're
 4 unsuccessful in all these challenges you've
 5 bought, you're going to have to move out of
 6 1537 Hinton, right?
 7 A: I don't know.
 8 Q: All right. You're bringing all of these
 9 challenges because you want to end up with
 10 title to that property, right?
 11 A: Well, I don't mind -- I want to pay what I
 12 promised to pay her.
 13 Q: And if you have to -- if you have to claim the
 14 probate judge is incompetent, that the probate
 15 judge signed an incorrect order, that the
 16 Chester County tax collector doesn't know what
 17 he's talking about, that the deeds are wrong,
 18 everybody's wrong but you, that's what you'll
 19 do in order to end up with title, right?
 20 A: Not necessarily. You've got too many lists in
 21 there, I can't answer the whole list --
 22 Q: Now --
 23 A: -- at one time. I need individual questions.
 24 Q: In the malicious prosecution, when you say
 25 there wasn't probable cause, if -- if the

19 (Pages 73 to 76)

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1 Probate Court was right, then the bodily heirs
2 of Reba Hinson became the owners of the
3 property and had a right to evict you, right?
4 If the Probate Court was right. I'm just
5 asking --
6 A: The Probate Court is not right.
7 Q: I'm asking for --
8 A: As far as I know, we're attacking that order.
9 And if we're not --
0 Q: If the Probate Court was right, then the Reba
1 Hinson heirs succeeded to the title to the
2 property, and they got a right to evict you
3 because you --
4 A: No, they don't.
5 Q: You haven't paid any rent. You haven't paid
6 anything since Reba Hinson died, have you?
7 A: No. It changed from being rent to being
8 payments on what we agreed to.
9 Q: All right. And when did that change?
0 A: Whenever it was I just told you, the next year.
1 Q: And you don't have any writing to back that up?
2 We've just got to take your word for that?
3 A: Well, I said Ms. Hinson wrote it down. You can
4 take her word.
5 Q: And well, we don't have anything. Ms. Hinson

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1 is dead. She can't refute what you say.
2 A: Well, she wouldn't refute it.
3 Q: All right. So my question is, do you have the
4 evidence to show that you -- that you have any
5 right other than a tenant?
6 A: I got the right to show that it's not a life
7 estate and it should have been broke up by the
8 Will that she wrote out in her own handwriting.
9 Q: All right. If we assume -- if we assume that
0 the Probate Court is right and probated the
1 Will --
2 A: I'm not going to assume the Probate Court is
3 right because I mean I got -- I got claims over
4 there saying they're wrong.
5 Q: Now in the -- in the eviction action that was
6 brought in 2010, that action was brought Boyd
7 Property Management, LLC on behalf of Reba
8 Hinson's heirs, right?
9 A: Let me see what you're talking about. I mean,
0 what you're reading off of there.
1 Q: Well, I'm just asking you. Do you recall that
2 that magistrate court case, the eviction
3 proceedings, were brought by Boyd Property
4 Management, LLC, as the property manager for
5 the Hin -- Reba Hinson's heirs?

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1 A: I remember it was brought in the name of a real
2 estate agent.
3 Q: All right.
4 A: That's about all I remember about that except
5 that, I mean, it's --
6 Q: And it was dismissed?
7 A: It --
8 Q: By Judge Diane Moore, Magistrate Diane Moore of
9 Chester County.
10 A: I think so.
11 Q: Right?
12 A: That's right.
13 Q: All right. Let me show you --
14 A: Now you want to show me it me. Or is this the
15 one you had already talked about.
16 (Defendant's Exhibit Number Twelve was marked for
17 identification purposes.)
18 Q: Exhibit Twelve. Exhibit Twelve.
19 A: Twelve. This the one you was just reading
20 from?
21 Q: Have you seen that document before today?
22 A: Not with these lines down the side.
23 Q: All right. Well, just pretend those aren't
24 there. Have you seen the document without the
25 lines?

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1 A: I saw the Order where she dismissed it because
2 I think they sent me a copy of it.
3 Q: Okay. And it says it's dismissed without
4 prejudice.
5 A: I see that.
6 Q: Right?
7 A: I see it.
8 Q: Now, I noticed in your malicious prosecution
9 allegation contained in your Complaint in this
10 case, you simply said the magistrate judge
11 dismissed the case. You didn't say it was
12 dismissed without prejudice, did you?
13 A: I don't think I did. But it was dismissed.
14 Q: All right. Well, dismissed without prejudice
15 makes a difference, doesn't it?
16 A: It means it can be brought again.
17 Q: That's right. It means in South Carolina law
18 that it's just as if it had never been brought
19 at all. Everybody is put back --
20 A: That's your opinion.
21 Q: That's what -- you haven't researched that
22 question?
23 A: Someone that doesn't own property cannot bring
24 an eviction proceeding against somebody else
25 unless they've got ownership of the property.

20 (Pages 77 to 80)

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1 Q: All right. 2 A: You should know that. 3 Q: So this Order did not determine ownership, did it? 4 A: She said that -- 5 Q: Said it's dismissed without prejudice. 6 A: Hang on a minute. It does. It says there is no clear ownership of the property. 7 Q: Presented at that time. 8 A: Isn't that clear to you? 9 Q: And it says dismissed without prejudice. 10 A: That's what it says up here at the top. 11 Q: All right. Is it your position that that adjudicated the merits of the case, or that it just simply made it go away and people can bring it again if they want to? 12 A: Well at the time -- 13 Q: Did you appeal that Order? 14 A: I did. At the time, they claimed they were going to take it to Circuit Court to -- she doesn't have jurisdiction of the case because, I mean, there's an ownership problem. That's the reason that she dismissed it. But I mean, I was thinking that the Boyd Property Management was going to take it to Circuit	1 built and attached to the ground in a conventional way. 2 Q: All right. So -- 3 A: There's some part of it in there that used to be a trailer and it's been covered over. 4 Q: All right. 5 A: But it's be integrated into a stick built house. 6 Q: When was all of that work done? Before or after you moved in? 7 A: Well, I remodeled the place, but I didn't make any structural changes. I mean, it's basically -- 8 Q: So the mobile home and the additions to the mobile home were in place at the time you first signed your lease in May of 2002? 9 A: That's right. 10 Q: And you've made some improvements to the interior of the property in the time you've been there? 11 A: Interior, plumbing, electrical, stuff like that. 12 Q: All right. Who is Mr. -- is it Lukacs? Lucas? 13 A: Lukacs is his name. It just looks different. It's Lukacs, but he spells it different.
Page 82	Page 84
1 Court, but they never did. 2 Q: Who is Bobby Gardner? 3 A: Bobby Gardner. He's the fellow that used to own that place years ago. 4 Q: Used to own what place? 5 A: This house that we're talking about. 6 Q: He used to be a tenant of Ms. Hinson at 1537 Hinton? 7 A: I think so. I don't know if he's a tenant or what sort of arrangement he had with her. 8 Q: Did you ever talk to Mr. Gardner? 9 A: Yeah, I talked to him. 10 Q: All right. And he -- he terminated his lease and left? 11 A: I don't know what business arrangement he had with Ms. Hinson. 12 Q: All right. 13 A: You're just asking me to speculate. 14 Q: When he left the house remained on 1537? 15 A: Yes. 16 Q: And you've alleged that it is a stick built house. It's not a mobile home or a double wide or a mobile home that's been added on to or something? I'm just asking. 17 A: It's -- more than 50 percent of it is stick	1 Q: All right. Who is he? 2 A: He's a fellow from Michigan. He don't -- he don't really stay there all the time. He comes down to escape the snow every now and then. 3 Q: Now he used to be a tenant on the adjacent property at 1539, right? 4 A: He stayed there. 5 Q: All right. Did he stay there for free or was he renting the property? 6 A: Well, I think he paid, but I don't -- here again, I don't know what sort of business arrangement he had with Ms. Hinson because she didn't have a standardized way of dealing with people. I mean, it depended on the situation. 7 Q: All right. That shed that we looked at in the photograph that has 1539 on it, was that property, did it one time belong to Mr. Lukacs? 8 A: It did, and I want to explain that answer. 9 Q: Yes, sir. 10 A: You have been harping on the tax assessors. 11 Q: Yes, sir. 12 A: Let me tell you how stupid they are. You can go down there right now and look and that building that you're talking about right here, they've got it drawn as a little appendage out

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there to go with that. Now that's stupidity.

Q: All right.

A: That's your tax assessor that you're vouching for.

Q: All right.

A: But yes, this is his shed.

Q: Okay. Does he still, to your knowledge, does he still have any interest in or lease on 1539?

A: I don't know that.

Q: You don't know?

A: I don't know.

Q: Is there actually a house on 1539?

A: There's that shed.

Q: So the answer to my question is no, there's not a house?

A: No. But I'm not going to sit here and tell you that's our shed when it's not.

Q: Now, in your cause of action number three, in your Complaint in this case, you say quantum meruit and fraud.

A: That's what it says.

Q: You say the actions of the Hinsons revolve around a desire to steal a stick built building which Plaintiff owns.

A: That's right.

1 A: -- I do not own the land.

2 Q: How do you own the building? It was there when
3 you moved in. You signed a lease for that
4 building and it was there. You have yet to pay
5 \$18,000. You don't have a deed. You don't
6 have a bill of sale that I'm aware of. So tell
7 me, sir, how do you own that building?

8 A: Because I bought it.

9 Q: From who?

10 A: Gardner. You're not aware of that?

11 Q: Ohm, so you bought the building from Gardner?

12 A: Yeah.

13 Q: All right. So when I asked you a minute ago
14 about who he was, you didn't tell me that.

15 A: Well you didn't ask.

16 Q: All right. How much did you pay for the
17 building from Gardner?

18 A: I ain't got my records. I forget.

19 Q: Come on, Mr. Woods, you didn't forget.

20 A: Yeah, I did.

21 Q: No, you didn't.

22 A: I'm forgetting right now. I need my records.

23 Q: That's right. You're forgetting for purposes
24 of this deposition.

25 A: No, I'm not. If you want to send an

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Q: Are you claiming today and in your pleadings that --

A: Well, I know I just said nobody owns it. Meaning that nobody's got clear title to it. I'm there.

Q: That's not what your pleading says, sir. Your pleading says it is a stick built building that you own. You have sworn under oath --

A: Well, I own at least the building.

Q: When you -- well, I'm asking you. Do you own the building?

A: We're not talking about the land.

Q: Do you own the building?

A: Yes.

Q: Or does Ms. Hinson own the building?

A: Well, I own the building unless you want to apply real estate law that an attached building is part of the real estate. But then you want to revolve around that she had a life estate so she couldn't sell anything to anybody. You just want to get it more messed up every time you ask a question.

Q: No, sir.

A: I own the building part, but I --

Q: How do you --

1 Interrogatory about it, I'll try to look it up.

2 Q: So it's your testimony that Gardner built a
3 building and had it placed on --

4 A: No, that's not my testimony --

5 Q: -- Ms. Hinson's property?

6 A: -- that he built a building. I mean can we
7 have one question at the time? I don't know
8 who built the building.

9 Q: All right.

10 A: Gardner was there at one time.

11 Q: All right.

12 A: So I think somebody else worked on. It's been
13 several people to work on the building.

14 Q: All right. How much -- you don't know how much
15 you paid Mr. Gardner?

16 A: Not right now I didn't. I didn't bring my
17 records.

18 Q: All right. And did you pay him by check or by
19 cash?

20 A: It might have been some of both. I don't
21 remember.

22 Q: Might of been. Could have been. Don't
23 remember. This lawsuit you allege, sir, you
24 own it. So I'm asking you now to prove it to
25 me.

22 (Pages 85 to 88)

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1 A: When I -- when I drew that, I got my records.
 2 If I bring my records in here, you're going to
 3 give them every one to the court reporter and
 4 I'm not going to have them anymore.
 5 Q: No, sir.
 6 A: It's called attachment to a deposition.
 7 Q: All right. So you've got records relating to
 8 your own -- your alleged ownership of this
 9 property that you did not produce for me in
 10 response to the Request for Production?
 11 A: Let's look at it.
 12 Q: Well, there it is. There's what you sent me
 13 along with the videotape. You tell me where
 14 there's anything in there about a deal you had
 15 with Mr. Gardner?
 16 A: You have not asked me anything about Gardner.
 17 Q: I'm asking you now.
 18 A: I mean, I just said -- well, yeah, I know
 19 you're asking me now. But I mean to me it's
 20 irrelevant about Gardner. I did buy the place
 21 from Ms. Hinson. Is that -- does that answer
 22 you?
 23 Q: No, sir. Hold on. You've alleged you owned --
 24 in your pleadings you alleged you own the stick
 25 built building that's on that property.

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1 A: I do.
 2 Q: And I'm asking you to prove that. That's all
 3 I'm asking.
 4 A: All right. I do, but I'm not trying to at this
 5 time say I own the land.
 6 Q: I'm not asking you. I'm asking you -- you say
 7 you own the stick built building.
 8 A: I do.
 9 Q: All right. Prove it. Show me.
 10 A: All right. Maybe I can't prove it. That suit
 11 you?
 12 Q: If that's a true answer, and you're telling me
 13 you don't have any evidence that you own it
 14 other than what you say --
 15 A: I'm in possession of it. And I don't want my
 16 possession interfered with.
 17 Q: There are a lot of people in possession of
 18 property they don't own today, Mr. Woods.
 19 Possession doesn't equate to ownership.
 20 A: Well --
 21 Q: You should know that.
 22 A: You're taking it all out of context.
 23 Q: Do you have paperwork that you can produce?
 24 And I'll recess this deposition. We can get
 25 back together next week and you can bring all

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1 your records with you, and then we can get down
 2 to the heart of it. Do you have records that
 3 you can produce if I recess this deposition?
 4 A: I'll look. But there's not --
 5 Q: I'm not asking you --
 6 A: -- there's not anything on file in the deed
 7 room because it's -- it's --
 8 Q: I'm not asking about stuff on file. I'm asking
 9 about records you have, whether you've got them
 10 in a safe deposit box, whether you keep them in
 11 a cigar box. I don't care where they are. Do
 12 you have records that you can produce that
 13 speak to your alleged ownership of that
 14 property?
 15 A: I probably can.
 16 Q: Probably can? All right. If I recess this
 17 deposition, and we're going to come back later,
 18 you're going to bring those records with you,
 19 right?
 20 A: I'll look for them, if I can find them. Well
 21 what do you want? It's not going to be a deed
 22 because I mean there was nobody --
 23 Q: I want to know -- I want to know --
 24 A: There's nobody to make out a deed on somebody
 25 else's land.

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1 Q: You got a bill of sale? You got a contract?
 2 You got a canceled check to Mr. Gardner? Any
 3 number of things. There should have been
 4 documentation for that, and I want to see it.
 5 A: Well, Gardner doesn't claim the place anymore.
 6 Q: I don't know if he does or not. I haven't
 7 talked to Mr. Gardner.
 8 A: Well why don't you --
 9 Q: Neither have you.
 10 A: I don't keep records real good.
 11 Q: You alleged you owned it.
 12 A: I do.
 13 Q: All right. And I'm asking you to prove it.
 14 And you don't have any proof other than just
 15 what your word. I'm supposed to take your word
 16 for it today?
 17 A: Well, the Hinsons don't own it.
 18 Q: Well, we don't know that. That's why I'm
 19 trying to get to. I'm trying to figure out who
 20 has title. You claim you do, but you can't
 21 produce the first scrap of paper. I've
 22 produced court orders. I produced tax records.
 23 I've produced Last Wills and Testaments. I've
 24 produced stuff, Mr. Woods. You haven't shown
 25 me the first scrap. So what do you have?

23 (Pages 89 to 92)

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Page 95.

A: It's my building. That's what I'm testifying to.

Q: You have your word. Okay.

A: That's not good enough for you?

Q: No, sir, it's not.

A: I don't care if it is or not.

Q: Okay.

A: It -- it -- I don't want to say anything else.

Q: So if you -- so you claim you own \$120,000 building or this building is worth that, and it's on land that you don't have title to, and you think that if you were required to -- if you get evicted and are required to vacate the premises, you think the owners owe you \$120,000?

A: That's my testimony. You summarized it.

Q: Give me just a minute to look over this stuff. We'll finish up here.

(Off the Record)

Q: Let's go back on the record. One other question. A second eviction case has been filed recently in magistrate's court. You're aware of that, right?

A: I'm aware of it.

Q: And in that case, you have just filed an

1 based on the same evidence, the same theory

2 that you've explained to me today based on

3 malicious prosecution? That the --

4 A: More or less that. But this is worse. I mean

5 there's papers missing out of the file,

6 etcetera. You're just not -- I mean it's not

7 fully developed yet.

8 Q: Papers missing out of what file?

9 A: Out of the magistrate court file.

10 Q: All right. What's missing?

11 A: Part of the Answer. I went over there the

12 other day --

13 Q: Part of the Answer?

14 A: Yeah.

15 Q: Your Answer?

16 A: Yeah.

17 Q: In the first case? The one that was dismissed?

18 A: No, this is the one that's -- this newer case.

19 That's what I'm going to do today is go and

20 find out what happened to it.

21 Q: All right. So the Answer you served on me, you

22 say part of that is missing?

23 A: There's three pages missing out of it. And I

24 think -- I don't know who -- I don't know if

25 it's just mistake or if it was somebody has

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Amended Counterclaim, or you've served it on me, an Amended Counterclaim.

A: That's right.

Q: And in that amendment, you claim that the -- what you call a sham proceeding in the first counterclaim is amended to show that it's really abuse of process?

A: It's not really amended to show that. That's just what that is. That's just a different term. That's what I'm trying to tell you.

Q: All right.

A: We don't have common law pleading anymore.

Q: So your -- so your counterclaim then is not for a sham proceeding, but for abuse of process?

A: That's it.

Q: All right.

A: That makes it more clear in your mind. But --

Q: I notice in this case that we're here about today you allege malicious prosecution and the other case you've alleged abuse of process. You're just trying to cover the waterfront?

A: No.

Q: All right.

A: They're more or less interchangeable.

Q: All right. And the abuse of process is really

1 deliberately took it out. I don't know. But

2 it doesn't even make any sense. In other

3 words, I replied to your Complaint paragraph by

4 paragraph.

5 Q: Yes, sir.

6 A: Do you have a copy of it by any chance?

7 Q: I don't have -- I don't have the --

8 A: You don't have that file?

9 Q: No, sir.

10 A: I'll -- I mean, since you asked, I was just

11 letting you know.

12 Q: All right. But my point is, your abuse of

13 process in this case is essentially the same as

14 your malicious prosecution --

15 A: Well, I mean abuse of process and malicious

16 prosecution is two different things. But

17 they're certainly kin to one another.

18 Q: Why would it be an abuse of process in your

19 mind if the Hinson heirs owned the property as

20 remaindermen?

21 A: The Hinson heirs do not own the property as

22 remaindermen.

23 Q: If all of the records -- if all of the public

24 records on file indicate that they do, and they

25 seek to enforce their rights --

24 (Pages 93 to 96)

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1 A: This --
 2 Q: -- you think that's abuse of process?
 3 A: It is because the Will has been misread since
 4 day one.
 5 Q: And you're talking --
 6 A: And they also still have -- and they also still
 7 have a partition case pending among themselves.
 8 So how can any of them claim to own a
 9 particular piece of land?
 10 Q: Which Will are you saying has been mis -- is it
 11 Mr. Hinson's Will or Mrs. Hinson's Will?
 12 A: The thing has been -- Ms. Hinson drew Mr.
 13 Hinson's Will.
 14 Q: Don't care who wrote it.
 15 A: Well, I'm telling you.
 16 Q: Which Will are you claim --
 17 A: Both. Both of them.
 18 Q: So the --
 19 A: Both.
 20 Q: Okay.
 21 A: Both of them drawn by the same author, and they
 22 used language that they weren't fully familiar
 23 with.
 24 Q: All right.
 25 A: But they didn't mean it to come out that way.

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1 Q: Okay. All right. Thank you, sir. That's all
 2 I have.
 3 A: All right, sir.
 4 (Off the Record)
 5 Q: I will say -- let's go back on the record one
 6 second. If you've got any documents that you
 7 haven't produced to me that relate to your
 8 claim to title of the building, of the land, of
 9 anything, all right, I'm asking you to produce
 10 that in the next ten days.
 11 A: All right. I'm going to look. I mean I -- I
 12 seem to recollect that she sent me a Xerox copy
 13 of that. But I can't -- I can't seem to find
 14 it. But I did see her put it in her own notes.
 15 Do you have any of her records? I mean, have
 16 they turned anything over to you?
 17 Q: I don't have anything that I can produce right
 18 now. No.
 19 A: Well, I'm not asking you to do that. I'm just
 20 saying informally, I mean she had records and
 21 stuff. And that fellow Mack Hinson I was
 22 telling you about, I think he has some of the
 23 records. But he's not in the case, so --
 24 Q: Has he told you that he has some of the
 25 records?

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1 A: In times past. I mean, he's sort of on his
 2 last leg right now. But I mean at one time
 3 when he was trying to manage the place, he said
 4 he had all the records.
 5 Q: Okay. All right, sir.
 6 A: Okay. Thank you.
 7 (There being no further questions, the deposition
 8 concluded at 12:12 p.m.)

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

Appeal from Chester County
Court of Common Pleas
Brooks P. Goldsmith, Circuit Court Judge

Case Number 2011-CP-12-0323

Mell Woods Appellant,

v.

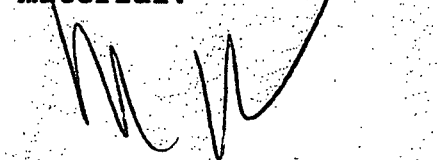
John D. Hinson; Christine Jones; John C. Hinson; William L. Hinson; Lois Hinson; Robert Breakfield, as Personal Representative of the Estate of Reba P. Hinson; Elaine H. Hensley; Robert H. Hinson; George Standford, as Personal Representative of the Estate of Linda H. Standford; William C. Hinson, Jr.; Darrell W. Hinson; Mary Roe and John Doe, fictitious names used to designate all other parties, whose names are unknown, and any and all other persons claiming any right, title, estate, interest or lien upon the real estate described in the complaint,

. Respondents.

Certificate of Appellant
Court of Appeals Internal Tracking Number 2012 212330

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

This 8th day of April, 2013.



Mell Woods
P.O. Box 2603
Lancaster, SC 29721

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

Appeal from Chester County
Court of Common Pleas
Brooks P. Goldsmith, Circuit Court Judge

Case Number 2011-CP-12-0323

Mell Woods Appellant,

v.

John D. Hinson; Christine Jones; John C. Hinson; William L. Hinson; Lois Hinson; Robert Breakfield, as Personal Representative of the Estate of Reba P. Hinson; Elaine H. Hensley; Robert H. Hinson; George Stanford, as Personal Representative of the Estate of Linda H. Stanford; William C. Hinson, Jr.; Darrell W. Hinson; Mary Roe and John Doe, fictitious names used to designate all other parties, whose names are unknown, and any and all other persons claiming any right, title, estate, interest or lien upon the real estate described in the complaint,

. Respondents.

Proof of Service: RECORD ON APPEAL
Court of Appeals Internal Tracking Number 2012 212330

Certificate of Service follows on next page.

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CERTIFICATE OF SERVICE

IN THE COURT OF APPEALS OF SOUTH CAROLINA

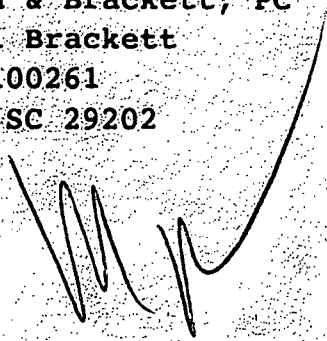
Case Number 2012 212330

I hereby certify that I have on the 8th day of April, 2013 served the respondents with a true copy of the within and foregoing RECORD ON APPEAL, by placing the copy in the United States Mail with sufficient postage and addressed to the counsel of record for respondents,

to wit:

Moses Koon & Brackett, PC
B. Michael Brackett
P.O. Box 100261
Columbia, SC 29202

This 8th day of April, 2013



Mel Woods

P.O. Box 2603
Lancaster, SC 29721